

# STATE OF MONTANA

## GOOD NEIGHBOR AUTHORITY - TIMBER PERMIT CONTRACT FOR STUMPAGE SOLD BY THE TON

VERSION 17 – JANUARY 2015

<b>DEPARTMENT OF NATURAL RESOURCES &amp; CONSERVATION</b> 2705 Spurgin Road Missoula, MT 59804	<b>NAME, ADDRESS AND PHONE NUMBER OF PURCHASER:</b>	
	<b>Tax I.D. Number</b>	
<b>LAND OFFICE</b> Northwestern	<b>PERMIT NAME</b> Achilles Heel R.O.W Decks	<b>PERMIT NUMBER</b>
<b>UNIT OFFICE</b> Libby	<b>AWARD DATE</b>	<b>TERMINATION DATE</b> December 15, 2025

THIS TIMBER PERMIT CONTRACT (hereinafter called Contract or agreement) IS MADE AND ENTERED INTO by and between the State of Montana, acting through its Department of Natural Resources & Conservation, Forestry Division (hereinafter called the State) and ( , a sole proprietorship; or , a partnership; or , Inc. a corporation) (hereinafter called Purchaser) having an office and principal place of business at the address shown above. Purchaser's bid for all timber and timber products described in this Contract has been accepted by the State after having been estimated, appraised and advertised for sale as required by law. Therefore, in consideration of the mutual promises contained in this agreement, the State agrees to sell and the Purchaser agrees to purchase the designated timber located on the areas described in this Contract at the specified rates of payment and in strict conformity with the requirements, standards, specifications and conditions set forth in this Contract.

-CONTENTS OF CONTRACT-			
Section	Page	Section	Page
TABLE 1	2	IV. CONTRACT VIOLATIONS AND	11
I. GENERAL TERMS	3	PENALTIES	
II. CHARGES AND PAYMENTS	9	V. FIRE PROTECTION	14
III. MEASUREMENT AND LOG	10	VI. RESOURCE PROTECTION	15
ACCOUNTABILITY		VII. LOGGING	18
		VIII. EXECUTION	25
-ATTACHMENTS-			
The following attachments are hereby made a part of this contract:			
ATTACHMENT A: Timber Permit Maps		2 Pages	
ATTACHMENT C: Forest Fire Regulations		2 Pages	
ATTACHMENT D: Working in Bear Habitat Brochure		1 Page	
ATTACHMENT E: Forest Resources Conservation and Shortage Relief Act		6 Pages	
ATTACHMENT F: Food/Wildlife Attractant Storage Order		7 Pages	
ATTACHMENT G: Temporary Road Use Permit – W. Davis		3 Pages	
ATTACHMENT H: Temporary Road Use Permit – C. Davis		3 Pages	
ATTACHMENT I: Temporary Road Use Permit – Stimson Lumber Company		10 Pages	
ATTACHMENT J: Temporary Road Use Permit – State Trust Lands		11 Pages	

TABLE 1 - LEGAL DESCRIPTION OF THE GROSS PERMIT AREA				
The timber designated for sale under this Contract is within the following permit area				
Subdivisions	Section	TwN	Rge	
SW ¼	23			
E ½	24			
NW ¼	25	31N	34W	
NE ¼	26			
E ½	35			
W ½	36			
NW ¼	1	30N	34W	
NE ¼	2			
Total approximate acres in gross permit area:		1,000		
Number of harvest units (Including Right-of-Way):		4		
Total acres in harvest units (Including Right-of-Way):		18.0		

<b>TABLE 1 (continued) - ESTIMATED PERMIT VOLUME</b>	
The state does not guarantee the product weight, by species or in total, to equal the estimated advertised weight in quantity or product designation.	
Product	Estimated Quantity (Tons)
Sawlogs	1,555
Other Material (pulp)	Not Estimated
<b>Total Estimated Volume</b>	<b>1,555 tons</b>

TABLE 1 (continued) - PAYMENT RATES			
Payment	Amount		Requirements
Performance Bond Amount:	20% of bid value		See Section II.A.1-3.
	Product	Amount	
Stumpage Rate per ton:	Sawlogs	<u>BID RATE</u>	See Section II.B.1-3.
	Other Material	\$0.50/ton	
Required Deposits (slash, etc.)	N / A		

## I. GENERAL TERMS

**A. DEFINITION OF CONTRACT LANGUAGE:** The following definitions apply to terms used in this Contract:

1. Administrator – The Good Neighbor Authority Bureau Chief, Forestry Division, Department of Natural Resources & Conservation
2. Draw – A swale or drainageway that may not have perceptible or definite beds or banks.
3. Environmental Law – Includes, but is not limited to, the following laws and any regulations promulgated under these laws: the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. § 9601 *et seq.*), as amended; the Resource Conservation and Recovery Act (“RCRA”) (42 U.S.C. §§ 6901 – 6987), as amended; the Clean Air Act (42 U.S.C. § 7401, *et seq.*), as amended; the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*), as amended; the Clean Water Act (33 U.S.C. § 1401 *et seq.*), as amended; the Clean Air Act of Montana (Mont. Code Ann. § 75-2-101 *et seq.*), as amended; the Montana Water Quality Act (Mont. Code Ann. § 75-5-101 *et seq.*), as amended; the Montana Solid Waste Management Act (Mont. Code Ann. § 75-10-201 *et seq.*), as amended; the Montana Hazardous Waste Act (Mont. Code Ann. § 75-10-401 *et seq.*), as amended; the Montana Comprehensive Environmental Cleanup and Responsibility Act (Mont. Code Ann. § 75-10-701 *et seq.*) as amended; and the Montana Underground Storage Tank Act (Mont. Code Ann. § 75-11-501 *et seq.*) as amended.
4. Forest Officer – The State field representative assigned the job of contract administration for this timber permit Contract. Except as otherwise expressly stated in the Contract, the Forest Officer is not authorized to modify the contract on behalf of the State.
5. Hazardous or deleterious substance – Means a substance that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose an imminent and substantial threat to public health, safety, or welfare or the environment, and is:
  - a. A substance that is defined as a hazardous substance by section 101(14) of CERCLA, 42 U.S.C. § 9601(14), as amended.
  - b. A substance identified by the administrator of the United States Environmental Protection Agency as a hazardous substance pursuant to section 102 of CERCLA, 42 U.S.C. § 9602, as amended.
  - c. A substance that is defined as a hazardous waste pursuant to section 1004(5) of RCRA, 42 U.S.C. § 6903(5), as amended, including a substance listed or identified in 40 CFR 261.
  - d. Any petroleum product.
6. Operating period – The annual time period during which field activities (logging, hauling, construction, etc.) may be conducted.
7. Paid or payment – Except as otherwise expressly stated in the Contract, full remuneration by either cash, money order or certified check.
8. Purchaser – The signatory party to this Contract other than the Administrator. Purchaser is also defined to include employees and agents of the Purchaser authorized to conduct activities as required for execution of the timber permit Contract. As an independent contractor, neither the Purchaser, its employees or agents shall be considered employees of the State of Montana or the United States Forest Service pursuant to work performed under this Contract.
9. Sawlog – A green or dead log as further defined under Section VII.C.

## TIMBER PERMIT CONTRACT

10. State – The State of Montana and its agents and employees, including but not limited to the Department of Natural Resources & Conservation.
11. USFS - The United States Forest Service and its agents and employees.
12. Stream – A stream is a natural watercourse of perceptible extent that has a sandy or rocky bottom or definite banks and confines and conducts continuously or intermittently flowing water.
13. Stumpage – The rate paid in dollars per ton as specified in Table 1 for Sawlogs and/or Other Material.
14. Supervisor – A person designated by the Purchaser in charge of operations on site at the permit area at all times when construction or harvesting operations are in progress. The Supervisor shall have authorization to receive notices from the Forest Officer and take appropriate action with regard to breach and/or violations of the terms of the contract.

### **B. REMOVAL OF TIMBER AND TITLE TRANSFER:**

1. Provided the Purchaser has paid for timber as required in Section II.B.1, ADVANCE STUMPAGE PAYMENT, the Purchaser has the right to cut and remove timber from the permit area provided all Contract requirements related to the commencement of operations have been met.
2. Title to all timber included in this contract shall be retained by the USFS until:
  - a. The timber has been paid for.
  - b. The timber has been measured, as described in Section III.A. MEASUREMENT AND LOG ACCOUNTABILITY.
  - c. The timber has been properly marked, branded and ticketed as described in Section III.C & E. MEASUREMENT AND LOG ACCOUNTABILITY and Attachment E, which is attached hereto and incorporated herein by reference, and removed from the gross permit area.
3. Title to timber remaining on the gross permit area at termination of the contract shall remain with the USFS.
4. As documented in this contract, or otherwise agreed to, all roads and other improvements become the property of the USFS as they are constructed.

**C. TERM OF CONTRACT:** This Contract is effective upon approval and execution by the Administrator and shall terminate on the Termination Date shown on page 1 unless terminated sooner for successful completion or for gross or persistent breach and/or failure to promptly and properly remedy contract violations of the Contract terms pursuant to Section IV. B, TERMINATION.

**D. PRE-OPERATIONS MEETING:** No activity may occur on the permit area until a pre-operations meeting is conducted between the Purchaser and the State. The Purchaser shall notify the Forest Officer at least seven (7) days prior to the start of operations to schedule the pre-operations meeting. The Forest Officer will specify to the Purchaser what information the Purchaser must provide to the State at the pre-operations meeting.

**E. ANNUAL OPERATING PLAN:** Purchaser may be required to submit a written annual operating plan, as specified by, and at the request of the Forest Officer.

### **F. CONTRACT TERM EXTENSION:**

1. In the event that Purchaser's operations are delayed and Purchaser is not able to complete the requirements of this Contract prior to the harvest completion date or the termination date, the State may grant an extension of the term of this Contract. An extension will be considered by the State under only the following circumstances:



## TIMBER PERMIT CONTRACT

- a. The State determines an extension is in the USFS and State's best interests;
  - b. Purchaser applies for the extension in writing at least 30 days prior to the termination date.
  - c. The State notifies the Purchaser that an extension is required.
  - d. Purchaser has provided the State with written notice from the surety that the performance bond on this contract has been extended for a period commensurate with the requested contract extension.
  - e. Purchaser has made a good faith effort to complete the permit.
  - f. The extension request is not based on poor log and/or market conditions.
2. If the contract term extension is granted, Purchaser shall conduct continuous operations through the operating periods and/or resume operations at the start of the next operating period until the requirements of this Contract are completed. No extension shall be granted for a period longer than eighteen (18) months after the termination date as provided herein unless a longer extension is determined to be in the State's and USFS's best interest.
  3. If the extension is requested and granted because of delays resulting from matters within Purchaser's control, the following will apply:
    - a. Purchaser shall pay an extension fee of \$ 500.00.
    - b. Stumpage rates for any volume cut, skidded or hauled during the extension period will be escalated a minimum of 10%.
    - c. No de-escalation will occur from the time the extension is granted by the Administrator, as documented in a signed modification, through the remainder of the Contract.
  4. An extension may be granted to the Purchaser without penalty if the State prohibits logging activity for more than 2 weeks during the operating period described in this Contract.
  5. All conditions of this contract shall remain in force during any period of extension, unless those conditions are amended by the terms of the extension.
  6. In the event the Contract terminates pursuant to Section I.C, TERM OF CONTRACT due to expiration of the time period within which its performance shall have been completed, and the State has not granted an extension, the Purchaser shall immediately cease all operations within the Gross Permit Area as shown in Table 1. Operations beyond the contract termination date for which the State has not granted an extension will be treated as trespass.
- G. LIABILITY FOR LOSS:** The Purchaser is responsible for loss, degradation, or damage to timber while the timber is in his, her or its custody, including but not limited to, timber which has been felled, skidded or decked and/or timber which has been lost, damaged or stolen after removal from the permit area but before scaling or weight is recorded.
- H. SUPERVISION:** When construction or harvesting operations are in progress, the Purchaser shall have exclusive control over the manner in which the Contract is executed if, as determined by the State, the Purchaser has and is complying with all terms and conditions provided herein. Purchaser is required to have a supervisor(s) in charge of operations on the permit area at all times. Such supervisor(s) shall have authorization to receive notices from the Forest Officer and take appropriate action with regard to breach and/or violations of the terms and conditions of the Contract.
- I. COMPLAINTS:**

## TIMBER PERMIT CONTRACT

1. Complaints by the Purchaser concerning any action or decision of a Forest Officer, including suspension orders, must be made in writing to the Administrator postmarked within 30 days of the disputed action or decision. In the interim, Purchaser must comply with the directions of the Forest Officer.
2. Upon receipt of a complaint, the Administrator, or a designated representative, shall promptly hold an informal conference with the Purchaser and the Forest Officer to review the disputed action. The Purchaser shall be given adequate notice of the conference and shall be given the opportunity to present evidence and an argument to rebut the reasons given by the Forest Officer for the disputed action. After review, the Administrator shall notify the Purchaser in writing of his decision. The decision of the Administrator is final on behalf of the State, except regarding termination of the contract.

**J. ASSIGNMENT:** This contract shall not be assigned in whole or in part unless approved in writing by the Administrator. Any person or entity that is currently suspended or debarred from bidding on or operating government contracts is also suspended or debarred from bidding or operating (including as a sub-contractor) on this contract.

**K. MODIFICATIONS:**

1. This Contract, together with the attachments listed herein, contains the entire agreement of the parties and no statements, promises or inducements made by either party, or agents of either party, that are not contained in such written Contract shall be valid or binding. This Contract, except as described in Section I.K.2 below, cannot be enlarged, modified or altered except upon written agreement signed by all parties to this contract. Only the Administrator, his successor, or his designated representative is authorized to enter into such modification on behalf of the State.
2. To protect cultural or natural resources the State may modify provisions of the Contract without prior agreement by the Purchaser.

**L. EQUAL EMPLOYMENT OPPORTUNITY:** Pursuant to Section 49-3-207, MCA, any hiring by the Purchaser under this agreement must be on the basis of merit and qualifications and there must be no discrimination on the basis of race, color, religious creed, political ideas, sex, marital status, physical or mental handicap, national origin or ancestry by any person performing this Contract.

**M. LIABILITY INSURANCE:**

1. Prior to the commencement of any work to be performed under this Contract, the Purchaser or their agents shall obtain, carry and keep in good standing for the remainder of the Contract period, with any extensions:
  - a. Comprehensive general liability insurance coverage to the limit of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Each such policy shall include endorsements, which shall name the State, US Forest Service, its elected and appointed officials, agents and employees as additional insured and shall provide that the State shall be given 30 days written notice, at the address stated above, prior to cancellation or any material change in such policy.
  - b. Automobile Liability Insurance: The Purchaser shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.
2. In lieu of such coverage, the Purchaser may provide proof of self-insurance in at least an amount equal to that provided above.

## TIMBER PERMIT CONTRACT

3. Prior to the commencement of any work to be performed under this Contract, Purchaser shall deliver to the State a certificate of insurance from the insurer(s) of the Purchaser or their agents certifying that coverage in at least the amounts stated above is in force. Such certificate shall be submitted to the State for approval of the insurer(s), the amount, and the form. The State reserves the right to require a certified copy of any such policy or to examine the policy itself.
4. A self-insured Purchaser shall provide an equivalent certificate of insurance subject to the approval of the State.
5. It is further understood and agreed that this Contract shall terminate immediately in the event that the mandatory liability insurance coverage required under this part is for any reason not obtained or is discontinued.

### **N. WORKERS' COMPENSATION INSURANCE:**

1. Prior to the commencement of any work under this Contract, Purchaser shall provide written verification to the Administrator that any and all individuals who are to be engaged in work under this Contract, including but not limited to employees, agents or independent contractors of the Purchaser or of its subcontractors, are either insured for workers' compensation coverage or are exempted from such coverage as certified independent contractors pursuant to § 39-71-401 MCA.
2. It is expressly understood and agreed that no such individual may engage in work in furtherance of this Contract at any time during its period unless either insured for workers' compensation coverage or exempted from such coverage as indicated above.
3. It is understood and agreed that this Contract shall terminate immediately in the event that workers' compensation coverage or exemptions required under this part is discontinued for any individuals engaged in work under this Contract.

**O. SAFETY:** The Purchaser, employees, subcontractors and their employees shall conduct their activities in a safe and workmanlike manner, shall cooperate in making it possible for the Forest Officer to safely, efficiently, and economically perform his, her or its administrative duties, and shall comply with federal and State safety standards for logging operations as established by the United States Department of Labor, Occupational Safety and Health Administration (OSHA; 29 Code of Federal Regulations 1910 and any other such applicable regulations promulgated by OSHA) and as required by Title 50, Chapter 71 of the Montana Code Annotated, and any regulations promulgated to implement the statutes found in that Title and Chapter of the Montana Code Annotated. The Purchaser, and not the State, is responsible for instituting and maintaining all precautions, procedures and programs for the safety of all persons on the project site, and the State hereby disclaims any and all responsibility for injuries or accidents occurring at the site.

**P. SAWMILLS PROHIBITED:** No sawmills shall be allowed to operate on the gross permit area.

**Q. LOG CHIPPERS OR GRINDERS:** No log chippers or grinders shall be allowed to operate on the gross permit area unless written approval to do so is granted by the Forest Officer. In order for approval to be granted, the Purchaser shall identify a method acceptable to the State for the measurement of all wood to be ground or chipped. If the Purchaser intends to operate a log chipper outside of the gross permit area, provisions must be made for obtaining certified weights of either the material removed from the permit or of the resultant products.

### **R. PERMIT DELAYED OR PRECLUDED BY JUDICIAL ACTION OR GOVERNMENT REGULATORY ACTION:**

1. In the event judicial action, change in applicable law, or implementation of government regulatory action renders proceeding with this Contract unlawful, the State will suspend or terminate the Contract in whole or in part. Upon notice of such suspension or termination, Purchaser shall

## TIMBER PERMIT CONTRACT

immediately cease all or any portion of such operations under the Contract as directed by the State. If a court of competent jurisdiction has entered a final judgment rendering further proceeding with this Contract unlawful, or government regulatory action takes effect, the State may terminate the Contract or, at the State's option, suspend the Contract in whole or in part, pending appeal of the court's final judgment. If the Contract is suspended, the State shall not be liable to the Purchaser for damages or losses resulting from the delay. In the event the Contract is terminated due to judicial action, a change in law, or government regulations, the State shall be liable to Purchaser only as follows:

- a. The State shall refund any portion of advance stumpage payments or down payments not needed to compensate the State for timber removed.
- b. The State shall release any portion of the performance bond not needed to compensate the State for timber removed or other losses suffered by the State due to breach of contract by the Purchaser.

**S. VENUE AND CHOICE OF LAW:** In the event of litigation concerning this agreement, venue shall be in the First Judicial District, Lewis and Clark County, Montana, and this agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

**T. AUTHORIZATION TO ENTER:** The Purchaser is authorized to enter the permit area only for purposes related to the performance of this Contract. Any person or entity that is currently suspended or debarred from bidding on or operating government contracts is also suspended or debarred from bidding or operating (including as a sub-contractor) on this Contract.

**U. OTHER OPERATIONS BY THE STATE:** The State or USFS reserves the right to at any time conduct within the gross permit area forest management operations including, but not limited to, slash piling, burning, handwork, broadcast burning, mop-up, patrolling, thinning and tree planting during the term of this Contract.

**V. INDEMNITY AND LIABILITY:**

1. The Purchaser agrees to indemnify the State and the USFS, its officials, agents, and employees, while acting within the scope of their duties and hold the State harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Purchaser's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Purchaser and/or its agents, employees, subcontractors or its representatives while engaged in work under this Contract, all to the extent of the Purchaser's negligence.
2. The Purchaser shall be responsible for, indemnify, defend and hold the State and the USFS harmless from and against any loss, cost (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses), damage, claim, fine or liability, including the necessity for tests, inspections or other work, and any damage, claim, fine or liability arising as a result of such tests, inspections or other work, the State must perform:
  - a. Based upon an actual or alleged violation by the Purchaser of, or failure by the Purchaser to comply with, any Environmental Law during the term of this Contract;
  - b. Arising from the discharge, release, threatened release, handling, storage, treatment, deposit or disposal of any Hazardous or Deleterious Substances caused or exacerbated by the activities of the Purchaser on or in the gross permit area during the term of this Contract; or
  - c. Otherwise arising out of or in connection with any environmental condition or action caused or created by the Purchaser.

- W. OTHER LAWS AND REGULATIONS:** This Contract is subject to all applicable federal, state, county, and municipal laws, ordinances, and regulations in effect at the date of this Contract or which may, from time to time, be adopted, and which do not impair the obligations of this Contract and which do not deprive the Purchaser of an existing property right recognized by law. A violation by the Purchaser of any federal, state, county, and/or municipal laws, ordinances and/or regulations while conducting operations under the terms of this Contract, shall, in the discretion of the State, constitute sufficient reason for the suspension or termination of this Contract. If any part of the lands or premises under this Contract are used or allowed or permitted to be used for any purpose contrary to the laws of this state or the United States, such unlawful use shall, in the discretion of the State, constitute sufficient reason for the suspension or termination of this Contract.
- X. FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays. Force majeure will not relieve the Purchaser from liability for damage or otherwise excuse performance of this Contract should the Purchaser cause a fire for which they would be liable under § 50-63-103, MCA.
- Y. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Purchaser must complete and deliver to the State form AD-1047, Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary covered transactions and form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transactions.

## II. CHARGES AND PAYMENTS

### A. PERFORMANCE BOND:

1. As a guarantee of the faithful performance of this Contract, Purchaser shall furnish a bond, with sufficient sureties, to the State in an amount equal to the potential loss to the State in the event of Purchaser's breach or default under the terms of this Contract as determined by the Administrator. The performance bond may be in cash, bond, irrevocable letter of credit, or certificate of deposit with sufficient sureties. A letter of credit must be automatically renewable without amendment for the term of the Contract. The bond shall not be less than five percent (5%) of the estimated value of the timber sold. The performance bond the Purchaser must submit for this Contract is shown in Table 1.
2. Upon full performance of the terms of the Contract, the State shall release the performance bond.
3. Upon substantial performance of the terms of the Contract, the Administrator may release a portion of the performance bond not needed to compensate the State for any remaining timber to be removed or any other losses that may be suffered by the State due to breach of Contract by the Purchaser. The bond shall not be reduced to less than five percent (5%) of the estimated value of the total Contract volume.

### B. PAYMENTS: The Purchaser agrees to make payments to the Treasurer of the State of Montana as follows:

1. **ADVANCE STUMPAGE PAYMENTS:** The Purchaser is required to pay for all timber in advance of cutting at the rates shown in Table 1. Advance stumpage payments will be held by the State to cover the Purchaser's estimated timber cutting for at least six (6) weeks of operations. Advance stumpage payments may be reduced just before completion of the permit or when cutting requirements are to be suspended for at least 3 months. Advance stumpage payments may be in cash, bond, irrevocable letter of credit, or certificate of deposit with sufficient sureties.

## TIMBER PERMIT CONTRACT

2. **INITIAL ADVANCE STUMPAGE PAYMENT:** The initial advance payment will be made by the Purchaser prior to the start of timber cutting operations.
3. **PAYMENT SCHEDULE:** Payments in full for individual invoices will be made by the Purchaser as called for by the Administrator; in no event will payments be made by the Purchaser more than 14 days from the date of billing.

### **C. ROAD USE AND MAINTENANCE PAYMENTS:**

1. **PAYMENTS:** The Purchaser is required to make payments for road use and maintenance at the rates listed in Table 1 or as amended by revisions to road use permits. Payments will be made as called for by the Administrator or as otherwise directed in this Contract.
2. **ALTERNATE HAUL ROUTES:** The Purchaser is authorized by the State to use the haul route described in this Contract and attachments. If the Purchaser chooses to use an alternate haul route, that haul route must be approved by the State. Road use charges, maintenance requirements and payments may be adjusted to reflect the haul route used by the Purchaser. The Purchaser is responsible for obtaining any right-of-way required for an alternate haul route and for meeting all requirements of any agreements associated with that right-of-way. Proof of any such agreement must be provided to the State prior to use. Stumpage fees are not subject to a downward adjustment under this clause.

## **III. MEASUREMENT AND LOG ACCOUNTABILITY**

### **A. PRODUCT MEASUREMENT:**

1. The State will determine the value of products removed from the permit based on the total gross weight of material hauled. Weight tickets will be used to obtain the total value.
2. When mixed products with different payment rates per ton are hauled on one load, the entire load will be charged at the rate of the product with the highest value contained in the load.
3. Upon request by the State, the most recent load delivered to a receiving mill must be made available for inspection by the State or their representatives. The weight ticket identifying the load must remain affixed to the load.

### **B. WEIGHT TICKETS:** The Purchaser is required to furnish weight tickets to the State as agreed to by the Forest Officer and the Purchaser.

1. All weight tickets shall be mailed or delivered with corresponding load tickets, as outlined below, directly to the DNRC Unit or Land Office administering this Contract. In this case, send truck tickets to **Jeremy Akin, 12858 US-2 Troy, MT 59935**. This requirement may be waived or changed by the Forest Officer.
2. Weight tickets shall show gross, tare and net weights and the corresponding load ticket number of each product load. Weight tickets must be from State of Montana certified scales, and all weight tickets must have mechanically stamped weights for the gross and tare weights unless otherwise permitted in writing by the Forest Officer. Weight tickets will be mailed or delivered to the State on a bi-weekly basis or as otherwise agreed to by the Forest Officer. A weight ticket will be considered as missing if not furnished within 4 weeks of the load delivery date. Failure to comply with this provision may be treated by the State as a contract violation.
3. Truck ticket information may be provided to DNRC electronically if all required ticket information is provided. The information must be provided to the State on a bi-weekly basis prior to the tenth (10<sup>th</sup>) and twenty-fourth (24<sup>th</sup>) of each month. The paper copy of the weight tickets must also

## TIMBER PERMIT CONTRACT

continue to be provided to the State. The requirement to supply the paper copy of the weight tickets may be waived by the Administrator.

- C. LOAD TICKETS:** The Purchaser will be issued load ticket books with consecutively numbered tickets for uniquely identifying truckloads of logs. A load ticket shall be attached to the driver's side bunk log of each product load prior to hauling, with the Scaler's copy given to the State from the delivery point. The Purchaser shall complete each ticket with the permit information required by the State. The Purchaser shall provide to the Forest Officer a complete list of destinations to which loads will be delivered. The State, at its discretion, may require a separate ticket book for each destination. Failure to comply with this provision may be treated by the State as a contract violation.
- D. SORTING OF PRODUCTS:** The State may require separate ticket books for any loads sorted by the Purchaser by size or species or by specific products intended for different delivery points. Load tickets designated for a specific product must only be used for that specific product. When a load ticket is used with an incorrect product the State may treat such misuse as a contract violation
- E. LOAD MARKING:** The Purchaser is required to mark all loads of logs before removal from the loading area to assist in identification while in transit or at the point of delivery. Marking shall be accomplished by painting "GNA" in blue paint and the last three digits of the truck load ticket number on log ends of at least three logs on each load, both front and back. The driver's side bunk log shall be one of the marked logs. Failure to comply with this provision may be treated by the State as a contract violation.
- F. PROMPT DELIVERY:** The Purchaser will deliver loads from the timber permit area to a receiving log yard directly without diversion. "Over-nighting" loads during transit are expressly forbidden unless approved by Forest Officer prior to hauling. Failure to comply with this provision may be treated by the State as a contract violation.
- G. SCALE RULE:**
1. Any sawlogs scaled by the State shall be scaled using the Scribner Decimal "C" log rule. Log scaling will follow the procedures listed in the National Forest Log Scaling Handbook (FSH 2409.11) excluding Region 1 supplements.
  2. In cases where conversion is required, a conversion factor of **5.88** tons per thousand board feet will be used for sawlogs.
- H. LOG BRANDING:** This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*). The Purchaser must comply with log branding and accounting rules in Attachment E.

## IV. CONTRACT VIOLATIONS AND PENALTIES

### A. SUSPENSION:

1. **FAILURE TO PAY ADVANCE STUMPAGE:** If Purchaser fails to submit advance stumpage payments as directed by the Administrator pursuant to the terms of this Contract within 30 days of the request for such payments, all operations covered by this Contract shall immediately cease upon written or oral order from the State until all required advance stumpage payments, or guarantee of payment satisfactory to the State, have been made. The cutting and removal of timber may resume only upon receipt of written notice to the Purchaser from the State that acknowledges adequate payment or guarantee.
2. **LOSS OF BOND:** If the surety bond or other bond securing performance of this Contract is canceled or otherwise becomes ineffective, operations covered by this Contract shall immediately

## TIMBER PERMIT CONTRACT

cease upon written or oral order from the State to the Purchaser. Cutting and removal of timber may resume only upon receipt of written notice from the State that acknowledges adequate bond.

### 3. OTHER CONTRACT VIOLATIONS:

- a. Should the Forest Officer observe a condition that violates the terms of this Contract, the Forest Officer may verbally notify the Purchaser or its employees or subcontractors of such condition and immediately suspend all or part of the operations in the permit area to prevent harm to the interests of the State or the public. Should the Purchaser or its employees or subcontractors fail to comply with any verbal suspension order, the Administrator may terminate the Contract pursuant to Section IV. B. Termination. The Forest Officer may rescind his/her verbal suspension order upon satisfactory cure of the Purchaser's violation and operations may resume.
- b. Suspension orders may be given in writing or verbally to the Purchaser, or to his, her or its employees or subcontractors. Once given, the Purchaser, and his, her or its employees or subcontractors shall immediately comply with such order of suspension and failure to do so shall constitute grounds for termination of this Contract. Suspension orders are reviewable under the provisions described in Section I.I. COMPLAINTS.
- c. The Administrator may issue a written notice of suspension depending upon the severity of the violation and Purchaser's ability to cure. Such notice shall contain information regarding:  
1. The breach observed and harm anticipated; 2. The Contract provisions violated; 3. If possible, the measures required to cure the violation and allow operations to resume; and 4. The deadline within which the Purchaser must cure the violation. Should the Purchaser fail to cure the violation as required, or to obtain a written variance from the Administrator, the Administrator may charge the Purchaser a \$250 per day penalty for every day that the violation persists. Operations may resume only upon written notice from the Administrator. If satisfactory measures or remedies cannot be found to cure the violation, the Administrator may immediately terminate the Contract pursuant to Section IV.B. TERMINATION.

### B. TERMINATION:

1. Gross or persistent Contract violations and/or failure to promptly and properly remedy Contract violations by the Purchaser pursuant to the terms of this Contract shall be grounds for termination of the Contract by the State.
2. If this Contract is terminated by the State, the Administrator shall immediately notify the Purchaser of the termination and the reasons for it by certified mail. Such notice shall describe in what respects the Contract has been breached, the means, if any, by which the breach can be remedied and the consequences of such termination. The Contract shall be terminated 18 days from the date the notice is mailed to the Purchaser at the address stated in this Contract.
3. Upon receipt of the notice of termination the Purchaser shall immediately cease all operations pursuant to and permitted by the Contract until the termination is resolved as provided pursuant to this Section of the Contract, Section IV.B. TERMINATION.
4. If the Contract is reinstated the Purchaser will not be penalized for any delays that resulted from the appeal.
5. If the Contract is terminated for breach, it is understood that the State may refuse to accept bids or proposals submitted under 77-5-212 MCA from the Purchaser on future State timber sales and permits for a minimum period of 2 years.

### C. LIABILITY FOR DAMAGES:



## TIMBER PERMIT CONTRACT

1. The Purchaser shall be liable for any damages sustained by the State arising from Purchaser's breach of the terms of this Contract and the State may cause all or part of the performance bond to be forfeited to recover such damages.
2. In the event that a portion of the timber permit under this Contract is resold as a result of the Purchaser's forfeiture and the stumpage rate pursuant to the resold contract is lower than the stumpage rate provided herein, the difference between the original rate and the new rate shall be considered damages and the Purchaser shall be liable to the State for those damages. The State may cause all or part of the Purchaser's performance bond to be forfeited to recover such damages.

**D. STATE'S OPTION TO COMPLETE CONTRACT REQUIREMENTS:** If the Purchaser fails to complete the requirements described in this Contract in a timely manner or if the Contract is terminated pursuant to Section IV.B. TERMINATION, the State reserves the right to complete the work itself or through a contractor. The Purchaser will be billed for any additional costs incurred by the State due to the Purchaser's failure to perform the requirements of this Contract. These additional costs may include State employee time and expenses that were extraordinary to the normal administration of the Contract, such as time and expenses incurred to hire a replacement contractor. Purchaser's failure to make payment within 14 days from the date of billing may cause all or part of the performance bond to be forfeited to recover such costs.

**E. WAIVER OF PENALTIES:** The penalties specified in this section shall be regarded as liquidated damages and may be waived or reduced at the discretion of the Administrator in exceptional cases.

**F. FOREST PRACTICES LAWS:** The Purchaser shall conduct logging operations in compliance with all applicable state and federal rules and laws relating to forest practices in the State of Montana. The Purchaser shall be responsible for all reclamation and penalties that result from violations of applicable forest practices rules and laws.

**G. LOGGING REQUIREMENT VIOLATIONS:**

1. **HIGH STUMPS:** The Purchaser may be charged \$25.00 for each tree stump cut higher than 12 inches on the side adjacent to the highest ground except in unusual cases when this height is not considered practical.
2. **LONG BUTTS:** The Purchaser may be required to pay \$25.00 per long butt for cutting long butts that contain useable material in excess of the minimum net scale in percentage of gross shown in Table 2.
3. **LARGE TOPS:** The Purchaser may be required to pay for cutting tops larger than the Top Diameter Inside Bark (DIB) shown in Table 2. This charge will be at the current contract rate for the net volume by species, or \$25.00 per large top, whichever is greater.
4. **UNDESIGNATED TREES:**
  - a. Undesignated or reserve trees that are cut or damaged as a result of Purchaser's operations shall be considered cut in trespass and the Purchaser may be charged three times the highest Contract stumpage rate (minimum \$10.00/ton) for the Contract product class(es) the tree contains.
  - b. If the Forest Officer determines that a suitable replacement for a reserve tree as described above is not available, Purchaser agrees to pay the State \$500.00 per tree, in addition to the rates charged in Section IV.G.4.a. UNDESIGNATED TREES.
5. **FAILURE TO REMOVE:** The State may charge the Purchaser for trees that are designated for cutting under the terms of this Contract and/or logs that meet the Manufacturing and Recovery Standards shown in Table 2 that are not removed from the permit area or presented for

measurement. This charge may be up to triple the Contract stumpage rate plus the Forest Improvement rate for the class of material contained in those trees fixed in accordance with the terms of this Contract. If the State removes such material from the permit area, the Purchaser will be required to reimburse the State for all applicable cutting, yarding, processing, loading and hauling costs.

6. **LOSS IN WEIGHT DUE TO PURCHASER DELAY:** A 15% increase in net weight of logs may be added by the State for loss in weight due to delay by the Purchaser in delivering cut logs to the manufacturing point. A delay is defined as in excess of 30 days after felling.

#### **H. MEASUREMENT AND LOG ACCOUNTABILITY VIOLATIONS:**

1. **MISSING LOAD TICKETS:** The Purchaser will be charged up to \$500.00 for each unused load ticket that the Purchaser has lost or misplaced while in his, her or its possession. An unused ticket is defined as a ticket that is not turned into the State with an associated truckload weight.
  2. **FAILURE TO ATTACH OR COMPLETE LOAD TICKET:** The Purchaser may be charged \$500.00 per load for failure to attach a load ticket to each product load prior to hauling, or for failure to complete the load ticket with all required information.
  3. **MISSING WEIGHT TICKETS:**
    - a. The Purchaser may be charged triple the Contract stumpage rate [stumpage x 3 = penalty] for each truck weight ticket not furnished to the State.
    - b. The Forest Officer will notify the Purchaser of each missing weight ticket.
    - c. The load weight will be determined by averaging weights from other loads hauled by the Purchaser to the same mill within the same billing period, or 30 tons for single loads and 38 tons for loads with a pup trailer attached.
    - d. For Other Material, as defined by this Contract, the minimum stumpage for purposes of penalty shall be \$10.00 per ton or the Contract stumpage rate multiplied by 3, whichever is higher.
  4. **IMPROPERLY LABELED PRODUCT:** The Purchaser may be charged up to \$1,500.00 per load for loads with an incorrect load ticket for the product (Sawlog or Other Material) in the load. In addition, the stumpage paid for an improperly ticketed load shall be at the highest Contract stumpage rate for products hauled pursuant to this Contract.
  5. **IMPROPERLY MARKED LOADS:** The Purchaser may be charged forty dollars (\$40.00) per load for each load not marked in accordance with Section III.E. LOAD MARKING.
- I. FAILURE TO MEET COMPLETION DATES:** The Purchaser may be charged \$100.00 for each complete calendar day the Purchaser fails to meet the deadlines shown in Table 3 and Table B1.
- J. LATE PAYMENTS:** The Purchaser may be charged \$100.00 per day beginning the 15th day after the billing date for failure to pay for forest products, pursuant to Section II.B PAYMENTS.

### **V. FIRE PROTECTION**

- A. FIRE REGULATIONS:** The Purchaser is required to conduct all operations in accordance with the Montana Forest Fire Regulations, Attachment C, which by this reference is made a part of this Contract.

- B. FIRE PREVENTION:** During the time that this Contract remains in force, the Purchaser shall, to the greatest extent practicable, prevent forest fires on the area described in this Contract and in its vicinity, and shall require all employees, contractors and employees of contractors to do likewise.
- C. OPEN BURNING REQUIREMENTS:** The Purchaser is required to conduct any burning of slash or other debris in accordance with the Montana Department of Environmental Quality open burning restrictions. The Forest Officer must be notified prior to the start of any burning operations.
- D. FIRE SUPPRESSION:** Unless prevented by circumstances over which he, she or it has no control, the Purchaser shall place qualified employees, contractors and employees of contractors and all equipment at the disposal of any authorized State, County, or Federal Forest Officer for the purpose of fighting forest fires. Payment for such services shall be made at rates to be determined by the Forest Officer, which shall be within a range of payment rates shown in the Interagency Incident Business Management Handbook, NWCG Handbook 2. Any employees or equipment furnished by the Purchaser, contractors or employees of contractors, shall be relieved from fire fighting as soon as it is practicable for the Forest Officer to obtain other adequate labor or equipment.
- E. FIRE COSTS:** The costs borne by the Protecting Agency for suppressing fires that are intentionally lit by the Purchaser or that are caused by negligence or fault in the Purchaser's operations shall be paid by the Purchaser to the Protecting Agency. The Purchaser shall also be liable for property and resource damage resulting from these fires.
- F. FIRE REPORTING:** Any wildfires, which the Purchaser detects or suppresses, must be reported as soon as possible to the responsible fire protection agency and the State.
- G. SUSPENSION OF OPERATIONS:** When fire danger reaches extreme levels that cause operations to be curtailed through Stage II, Hoot Owl requirements or other measures, the State may suspend operations until fire conditions in and/or around the permit area improve. The State will grant a contract extension to compensate for the time suspended.
- H. CONTACT INFORMATION:** The Purchaser will provide the Forest Officer with phone numbers of the Purchaser and their employees and contractors when logging operations are in progress (including nights and weekends), in order to establish contact if a wildfire occurs within the permit area or on other lands accessed by road systems associated with the permit.

## VI. RESOURCE PROTECTION

- A. DAMAGE PREVENTION:** The Purchaser shall use reasonable skill and care in all operations to prevent damage to soils, trails, meadows, stream banks, stream channels, wetlands, lakeshores or other natural features of the permit area.
- B. STREAM PROTECTION:**
1. Construction and logging equipment will not be operated in Streamside Management Zones. An exception may be provided for, under this Contract, through the procurement of an Alternative Practice (with approval of the Forest Officer). Additional protection measures may be required in Section VII.G, SPECIAL OPERATING REQUIREMENTS and in Contract Attachments.
  2. The Purchaser shall notify the Forest Officer immediately if debris from logging or construction enters a stream or stream channel.
  3. Under the direction of the Forest Officer, the Purchaser shall remove any debris in a stream resulting from logging or construction operations. This work will be completed in a manner that causes the least disturbance to the streams.
  4. Logs shall not be hauled, skidded or yarded across streams unless the logs are fully suspended, or otherwise yarded as specified in this Contract. An approved Alternative Practice must be in

## TIMBER PERMIT CONTRACT

place. The Forest Officer must approve all logging and construction plans, including changes, before implementation.

5. All operations shall be conducted in a manner to comply with Montana Water Quality Standards, the Streamside Management Zone Law, and all applicable permits.

**C. CULTURAL RESOURCES:** If a cultural resource is discovered, the Purchaser shall immediately suspend all operations in the vicinity of the cultural resource and notify the Forest Officer. Operations may only resume if authorized by the Forest Officer. Cultural resources identified and protected elsewhere in this Contract are exempted from this clause. Cultural resources, once discovered or identified, are not to be disturbed by the Purchaser, or his, her or its employees and/or sub-contractors.

**D. DISCOVERY OF THREATENED AND ENDANGERED SPECIES:**

1. If a specific habitat feature for a federally listed threatened or endangered species is encountered, the Purchaser shall suspend all operations in the vicinity of the observation or discovery and immediately notify the Forest Officer. Operations may resume only if authorized by the Forest Officer. Habitat features identified and protected elsewhere in this Contract are exempted from this clause.
2. If a federally listed threatened or endangered species is encountered, the Purchaser shall immediately notify the Forest Officer. The Purchaser may be required to suspend operations in the vicinity of the observation or discovery. If suspended, operations may resume only if authorized by the Forest Officer.

**E. SANITATION:** The Purchaser's operations, as described by this Contract, shall comply with all applicable State laws, rules and regulations concerning sanitation in operations. Refuse resulting from the Purchaser's activities, including the use, servicing, repair, or abandonment of equipment, shall be removed, buried or otherwise disposed of in a manner that complies with all State laws and meets the approval of the Forest Officer. The Purchaser shall not service tractors, trucks and similar pieces of equipment on lands that directly drain into or are within 100 feet of lakes, streams or recreational facilities. No logging camp will be located on the gross permit area without prior approval by the Forest Officer.

**F. HAZARDOUS SUBSTANCES:** In addition to the indemnification provided in Section I.W.2. INDEMNITY AND LIABILITY, with respect to Hazardous Substances, the following duties shall apply:

1. The Purchaser shall know and comply with regulations governing the storage, handling, application, disposal, and reporting of pesticides, herbicides, containers, biological waste, petroleum products, dust abatement compounds, and other hazardous substances. The Purchaser shall obtain the approval of the Forest Officer to store, handle, apply or dispose of these substances on the gross permit area.
2. The Purchaser shall not transport, handle, store, load, apply, or dispose of any hazardous substance in such a manner as to pollute water supplies or waterways, or cause damage or injury to people, land, desirable plants, and animals.
3. **Contractors will have spill prevention and containment materials on site to minimize the risk of an accidental spill of petroleum products.**
4. **The Purchaser and/or Contractor shall notify the Forest Officer immediately of Hazardous Material Spills.**

**G. PROTECTION OF IMPROVEMENTS:** The Purchaser shall to the greatest extent practicable protect from damage all gates, signs, telephone lines, power lines, fences, irrigation ditches, cattle guards, drainage structures, road improvements, and any other improvements or infrastructure within the

## TIMBER PERMIT CONTRACT

gross permit area and/or along haul routes. Damages caused by the Purchaser, his, her or its employees or subcontractors, and expenses associated with the repair or replacement of damaged structures and improvements are the sole responsibility of the Purchaser.

- H. PROPERTY CORNER RESTORATION:** The Purchaser is required to replace any General Land Office township, section, quarter or meander corners, monuments or witness trees on or adjacent to the timber permit area which may have been moved, disturbed or lost, as a result of the Purchaser's logging or construction operations. Any necessary replacements must be carried out by a licensed surveyor at the Purchaser's expense.
- I. PASSABLE ROADS:** The Purchaser will leave all roads and trails free from obstruction by logs, brush or debris following the completion of logging operations. Temporary or permanent obstructions may be acceptable if approved by the Forest Officer.
- J. NOXIOUS WEED MANAGEMENT:** All equipment used in road construction and off-road logging activity must be pressure-washed by the Purchaser and inspected by the Forest Officer prior to entering the permit area. This cleaning will remove all dirt, plant parts, and material that may carry noxious weed seeds into the permit area. Other equipment and vehicles entering and leaving the permit area shall be cleaned prior to start up and kept reasonably clean during the course of operations. All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in.
- K. AQUATIC INVASIVE SPECIES MANAGEMENT:** All equipment operated in or adjacent to streams, lakes, or other bodies of water must be pressure by the purchaser and inspected by the forest officer prior to entering the permit area. This cleaning will remove all dirt, plant parts, and other material that may carry aquatic invasive species. Drafting from water sources with known aquatic invasive species is prohibited. When drafting, intake hoses must be fitted with a screen mesh equal to or smaller than 3/32 inches. If drafting from streams occurs place intake hoses in low velocity portions of the stream channel.
- L. WILDLIFE PROTECTION:**
1. The Purchaser is authorized to enter areas closed by gates, barricades or berms with motorized vehicles only for the purposes related to the performance of this Contract. Motorized vehicle entry for purposes other than contract performance, such as hunting or transporting game animals will be considered trespass and prosecuted to the fullest extent of the law (Montana Code Annotated § 45-6-203).
  2. The Purchaser is prohibited from carrying firearms while conducting contract operations [ARM 36.11.432(1)(m); 36.11.433(1)(d); 36.11.443(2)].
  3. The Purchaser will store human or pet food, livestock food, garbage, and other attractants in a bear-resistant manner.
  4. The Purchaser will not bury or discard attractants in the permit area, or burn attractants (such as food leftovers) in an open campfire.
  5. The Purchaser will provide each employee with a copy of Attachment D "Working in Bear Habitat" Brochure.
  6. The Purchaser will comply with Attachment F, the Kootenai National Forest Food Storage Order #F14-083-L-11.
- M. PROTECTION OF SENSITIVE PLANTS:** If previously undocumented populations of sensitive plants listed on the Regional Forester's Sensitive Species List are encountered, the Purchaser shall immediately notify the Forest Officer. The Purchaser may be required to suspend operations in the

vicinity of the observation or discovery. If suspended, operations may resume only if authorized by the Forest Officer.

## VII. LOGGING

**A. TREES DESIGNATED FOR CUTTING:** All trees meeting the following requirements must be cut by the Purchaser.

1. **TREES IN UNITS:** Trees that meet the Minimum Log Size of Trees Designated for Cutting in Table 2 are to be cut in each unit according to the Marking specifications shown in Section VII.F. UNIT DESIGNATIONS.
2. **RIGHT-OF-WAY TREES:** All trees within road right-of-way boundaries must be cut.
3. **DAMAGED TREES:** Reserved trees, which are root-cut, damaged by felling or skidding, uprooted or broken off by the Purchaser's operations may be designated for cutting by the Forest Officer. The Forest Officer may mark additional reserve trees to replace those that have been cut or damaged.
4. **FIRE KILL, INSECT INFESTATIONS AND WIND THROWN:** The Purchaser may be required to cut and remove at current contract rates, fire-killed, high hazard, disease infected, insect-infested or wind thrown (defined as blown down or wind-damaged to the extent that the tree is expected to fall or is dying) trees that occur in any part of the gross permit area while this Contract is in effect, if the Forest Officer determines that the stumpage value per ton of the additional timber is approximately equal to the value of the timber being harvested under this Contract.

**B. TREES RESERVED FROM CUTTING:**

1. **LEAVE TREES:** Trees, both live and dead, marked to leave or otherwise described to leave are reserved from cutting. Any trees not specifically required to be cut are reserved from cutting.
2. **BOUNDARY AND BEARING TREES:** Trees marking the boundaries of ownership, logging units, equipment restriction zones, streamside management zones, road rights-of-way, and bearing trees, are reserved from cutting unless otherwise designated by this Contract or by the Forest Officer.
3. **VALID CLAIMS:** Timber to which there exists a claim under valid contracts with the State of Montana is exempted from this permit.

**C. LOG MANUFACTURING AND RECOVERY STANDARDS:**

1. **SAWLOG STANDARDS:** Trees cut by the Purchaser shall be manufactured to secure the maximum utilization of forest products according to III.G.1. All logs that meet or exceed the Manufacturing and Recovery Standards in Table 2 and this section shall be skidded to landings and hauled by the Purchaser.
  - a. Logs shall be bucked to utilize the entire length of the tree to the top diameter specified under Manufacturing and Recovery Standards in Table 2.
  - b. Logs meeting utilization specifications in Table 2 shall be manufactured in such a manner as to minimize waste during bucking operations.
  - c. A tree or log larger than 5.6" top DIB is considered to be a sawlog if it contains Scribner Decimal C Net Scale  $\geq$  33% of Gross.
2. **OTHER MATERIAL:**

## TIMBER PERMIT CONTRACT

The Purchaser may elect to remove other material that does not meet Sawlog Manufacturing and Recovery Standards in Table 2, only if approved by the Forest Officer. Such products shall be billed at the rate for other material shown in Table 1.

- a. All contract provisions apply to the removal of Other Material.
  - b. Other Material that has been manufactured by the Purchaser shall be decked and hauled separately from sawlogs. All decked non-sawlog material must be hauled, or disposed of by the Purchaser in accordance with instructions of the Forest Officer. All hauled loads will have a truck ticket assigned and will meet the specifications in Section III, MEASUREMENT AND LOG ACCOUNTABILITY.
  - c. Butt cut logs (the first log cut above the stump) that meet LOG MANUFACTURING AND RECOVERY STANDARDS in Table 2, but do not meet TREES DESIGNATED FOR CUTTING minimum top DIB and length, may be considered as Other Material, not sawlogs.
3. DOWN WOODY MATERIAL: N / A due to being a right-of-way deck removal permit. No in-woods operations will occur.
  4. NUTRIENT RETENTION: Removal from the site of fine branches and leafy material shall be minimized unless whole tree yarding is specified in VII.F Unit Designations.
  5. SNAGS: N / A due to being a right-of-way deck removal permit. No in-woods operations will occur.

TABLE 2.					
PRODUCT	TREES DESIGNATED FOR CUTTING		SAWLOG MANUFACTURING AND RECOVERY STANDARDS		
	The Purchaser must fell all trees marked or designated for cutting that contain a log of this minimum size.		The Purchaser must skid and haul all sawlogs that meet this minimum specification.		
	Top DIB	Length	Top DIB	Length	
<b>Sawlogs</b>	<b>5.6"</b>	<b>16.5'</b>	<b>5.6" - 8.5"</b> <b>8.6"+</b>	<b>10.5'</b> <b>8.5'</b>	Sawlogs meeting standards in Section VII.C.1.b through c
<b>Other Material</b> (Optional Haul)	<b>2.5"</b>	<b>16.5'</b>	<b>2.5"</b>	<b>16.5"</b>	Other material meeting standards in Section VII.2

### D. TREE AND BOUNDARY MARKING:

1. TREES MARKED TO CUT: N / A.
2. TREES MARKED TO LEAVE: N / A

# TIMBER PERMIT CONTRACT

3. HARVEST UNIT BOUNDARIES: N / A
4. ROAD RIGHT-OF-WAY BOUNDARIES: N / A
5. PROPERTY BOUNDARIES: Marked with **RED** blazes and **Pink** flagging.
6. STREAMSIDE MANAGEMENT ZONE BOUNDARIES: N / A
7. EQUIPMENT RESTRICTION ZONE BOUNDARIES: N / A

**E. HARVEST SCHEDULE:** The purchaser must cut and remove trees from the permit or portions of the permit, such as units, by the dates shown on the HARVEST COMPLETION SCHEDULE, Table 3:

TABLE 3. HARVEST COMPLETION SCHEDULE		
Priority	Unit or Portion of Permit	Completion Date
1	All	September 30, 2025

**F. UNIT DESIGNATIONS:** The following requirements are to be performed by the Purchaser in the harvest units listed below and as shown on the Permit map, Attachment A. Paragraph headings refer to paragraphs listed in Section VII.G, SPECIAL OPERATING REQUIREMENTS.

HARVEST UNIT NUMBER(S)	ACRES	ESTIMATED VOLUME (Tons)
N1	5.1	432
N2	7.8	642
N3	3.2	276
N4	1.9	205
YARDING METHOD: Ground-based		
MARKING: All trees designated for removal are cut and decked within the roads right-of-way.		
OPERATING PERIOD: Operations may occur August 1, 2025 – September 30, 2025; as soil conditions allow (Section VII. L. 1 & 2), or as directed by the Forest Officer.		
SPECIAL OPERATING REQUIREMENTS: N / A		

**G. SPECIAL OPERATING REQUIREMENTS:** N / A

**H. LOGGING OPERATIONS PLAN:** The Forest Officer shall approve a plan for felling, yarding, and landing logs (both Sawlogs and Other Material) in each harvest unit prior to the start of operations in that unit.

**I. SKID TRAIL LAYOUT AND YARDING PLAN:** The Purchaser must follow these requirements along with those shown under VII.G. SPECIAL OPERATING REQUIREMENTS when developing a yarding plan for each unit. The Forest Officer may approve exceptions to these requirements in writing.

1. The Purchaser shall lay out skid trails and have locations approved by the Forest Officer prior to felling trees.
2. All skid trails will be located within the harvest unit boundaries.
3. Any constructed skid trails shall be completed and approved by the Forest Officer prior to felling timber.



## TIMBER PERMIT CONTRACT

4. Skid trails will not be located in draws, and may only cross draws at locations flagged and approved by the Forest Officer.

### J. LANDINGS AND LOG DECKS:

1. The Purchaser shall construct landings at locations approved by the Forest Officer prior to felling timber.
2. Landings shall be kept to the minimum size necessary to allow the safe handling of logs. The Forest Officer must approve landing size.
3. All deck locations shall be approved by the Forest Officer prior to clearing or use. Decks shall be located so as to minimize the number of trees cut for construction of the deck area.

### K. FELLING:

1. In each harvest unit, a felling pattern shall be used which conforms to the logging operations plan and causes the least damage to reserve trees and other resources.
2. Felling shall be systematic and continuous to avoid lost logs and minimize the number of skidding trips.
3. Trees shall be directionally felled away from features requiring protection within or adjacent to harvest units. Features requiring protection include streams, meadows, wet areas, and areas specified under Section VII.F. UNIT DESIGNATIONS. Wedges, jacks, winches, or other special equipment may be required to direct trees when felling. Trees falling into protection areas shall be winch-line skidded out of protected features. All necessary mitigation for damage caused by improper and/or non-approved felling into a protected zone is the responsibility of the Purchaser. The Forest Officer must approve all mitigation work.
4. Traffic Control Required For Felling along Roads: If felling operations occur along public roads, traffic guards with "STOP" signs shall be posted 500 feet in both directions from the units on open roads, providing a safety zone to warn oncoming traffic that logging operations are in progress. All traffic shall be stopped when tree felling is in progress. Traffic stops should not exceed 15 minutes at any one time. All saws will be shut off when traffic is moving through the safety zone. Wedges and/or jacks shall be used to ensure trees do not fall onto the roadway. In the event a tree falls across the roadway, all debris shall be removed immediately from the roadway and right-of-way. The Forest Officer must approve any extended road closures for logging operations.

### L. YARDING AND MECHANICAL FELLING: The Purchaser must follow these requirements during logging operations, along with those shown under Section VII.G. SPECIAL OPERATING REQUIREMENTS. The Forest Officer will determine when restrictive conditions apply, and may approve exceptions to these requirements in writing.

1. Soil Compaction Restrictions: In order to prevent soil resource impacts, ground-based mechanical felling and yarding are restricted to periods when one or more of the following conditions occur:
  - a. Soil moisture content at 4-inch depth less than 20% oven-dry weight.
  - b. Minimum frost depth of 4 inches.
  - c. Minimum snow depth of 18 inches, loose, or 12 inches, packed.
2. Suspended Operations for Soil Compaction and Displacement: The Purchaser will be required to restrict or suspend logging operations when soils are subject to compaction or displacement by heavy equipment.

3. Equipment Restrictions:

- a. Equipment shall not be operated in areas designated as EQUIPMENT RESTRICTION ZONES, WETLAND MANAGEMENT ZONES or STREAMSIDE MANAGEMENT ZONES as shown in Section VII.D.6 and 7, unless authorized by this Contract or the Forest Officer.
- b. Equipment shall not be operated in soft soils, boggy areas or areas where skidding would cause excessive compaction and displacement.
- c. Any trees designated for harvest within such zones shall be winchline skidded to skid trails outside the zone.
- d. Slash will not be piled in or pushed into these zones.
- e. The Forest Officer must approve any designated crossings of restricted areas.

4. Protection of Reserved Trees: The Purchaser shall exercise reasonable care to prevent damage to trees reserved from cutting during logging operations.

**M. CLEAN-UP AND COMPLETION:** The Purchaser must follow these requirements and those shown under Section VII.G. SPECIAL OPERATING REQUIREMENTS during logging operations. The Forest Officer will determine when restrictive conditions apply, specifications and dates to meet these requirements and may approve exceptions in writing. The Forest Officer must approve all designated work prior to the removal of Purchaser's equipment.

1. Logging Debris Confined To Units: All debris from logging shall be confined within the harvest unit boundaries. Any logging debris outside a harvest unit must be returned to within the unit boundary.
2. Skidding Debris on Roads: The Purchaser shall remove logging slash remaining on any portion of a road cutbank or traveled way. Cut and fill slopes, ditches, or road surfaces damaged by skidding operations shall be restored to original conditions. Reseeding is required if vegetation is damaged by skidding.
3. Repair of Improvements: Damage caused by the Purchaser's operations to culverts, waterlines, fences, roads, bridges, gates, cattleguards, signs, and all other improvements must be adequately repaired or replaced.
4. Erosion Control:
  - a. The Purchaser shall construct slash and debris erosion barriers, dips, water bars or ditches in skid trails and landings as directed by the Forest Officer.
  - b. The kinds and frequency of erosion control structures shall be adjusted to soil types, topography and climatic conditions as directed by the Forest Officer.
  - c. The Purchaser is required to recontour any excavated skid trails, and provide for effective erosion control in the trail location as directed by the Forest Officer.
  - d. Erosion control work shall commence as soon as skidding is completed on each skid trail or landing, and must be kept current with unit operations.
  - e. Erosion control work shall be completed and approved by the Forest Officer in unfinished units before operations cease for inactive periods including heavy winter snowfall, spring breakup and restricted dates.
  - f. All erosion control work in each unit shall be completed prior to notification pursuant to Section VII.M.7. Acceptance of Completed Harvest Units.

- g. The Purchaser shall maintain erosion control structures in active permit areas throughout the contract period or extensions thereof.
- 5. **Landing and Decking Area Cleanup:** The Purchaser is required to pile logging residues on landings and log-decking areas. Proper equipment (e.g. brush blade, log loader) shall be used to ensure that no dirt is incorporated into the piles. Mechanical scarification of landing and decking areas may be required. Where logs have been decked on the downhill or fill side of a road, the Purchaser may be required to pile residue with a log loader or by hand. Residue piles shall be a minimum of 15 feet away from any live trees. Piles shall be located and constructed as directed by the Forest Officer.
- 6. **Systematic Harvest Unit Operations:** When harvest operations are begun on a designated harvest unit, the harvest operations on that unit shall be fully completed before cutting may begin on other harvest units.
- 7. **Acceptance of Completed Harvest Units:** The Forest Officer shall notify the Purchaser in writing when all contract requirements for each specified harvest unit or area have been met. After notice has been received, the Purchaser is not required to do additional work on the specified area except as provided in Section VII.A.4. FIRE KILL, INSECT INFESTATION, AND WIND THROWN.
- N. HAULING RESTRICTIONS:** The Purchaser will be required to restrict or suspend hauling during periods when the compacted road surface would be damaged, as directed by the Forest Officer. Restrictions are required when hauling would cause rutting into the subgrade, or surfacing materials would be displaced, such as during heavy rainfall or spring breakup freezing and thawing cycles
- O. LOGGING OPERATIONS SAFETY SIGNS:** Road signs warning of logging and road construction operations shall be posted 500 feet from the operations. When log hauling is in progress, warning signs shall be posted at major road junctions as directed by the Forest Officer. Warning signs must comply with specifications in the Manual on Uniform Traffic Control Devices.

## VIII. ROADS

### A. ROAD CONSTRUCTION: N / A

### B. ROAD MAINTENANCE:

- 1. Final road maintenance on permit roads and haul routes designated on Attachment A will be required prior to harvest unit completion and acceptance as required by the Forest Officer.

### C. SNOWPLOWING: If hauling occurs during the winter months, the Purchaser will be required to plow snow to the following guidelines on all State and private roads.

- 1. Snow should be windrowed beyond the fill shoulder line.
- 2. To protect the road surface, a 1-inch to 4-inch cushion of snow may be left on the road.
- 3. At termination of use, the road will be prepared for spring runoff by opening outlets (drainage) through the plowed berms and a snow berm closure installed.
- 4. Tracked equipment will not be used to plow snow without prior written approval from the Forest Officer.

### D. NOXIOUS WEED CONTROL: The Purchaser may be required to perform noxious weed control on any of the roads designated as part of the haul route and on landings. Noxious weed control may include grass seeding, equipment washing and herbicide spraying.

## TIMBER PERMIT CONTRACT

1. Grass seeding requirements are as follows: N / A
2. The Purchaser will be required to pressure wash all logging and construction equipment prior to entry into the permit area. This cleaning will remove all dirt, plant parts, and material that may carry noxious weed seeds into the permit area. Only logging and construction equipment so cleaned and inspected by the Forest Officer will be allowed to operate within the permit area. All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in. "Logging and construction equipment" does not include logging trucks and personal vehicles.
3. Required weed spraying is as follows: N / A

### **E. TEMPORARY SPUR ROAD SPECIFICATIONS: N / A**

### **F. TRAFFIC CONTROL AND WARNING SIGN SPECIFICATIONS:**

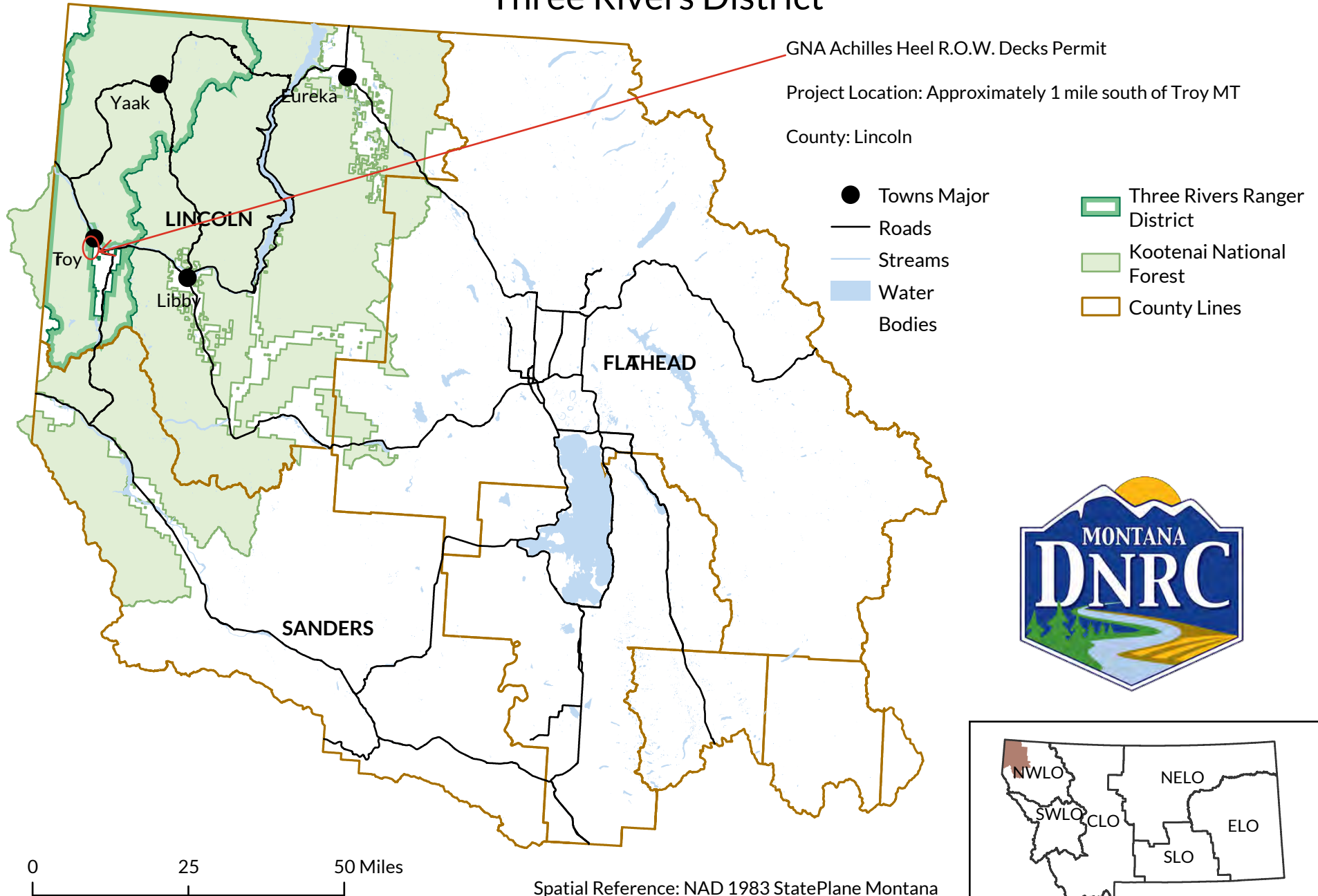
1. The Purchaser shall furnish, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic as requested by the Forest Officer.
2. All road barricades, warning signs, lights, temporary signals, flagger and pilot car operations and equipment, and other protective devices, shall conform to the specifications in the Manual on Uniform Traffic Control Devices (MUTCD).

# Good Neighbor Authority Vicinity Map Three Rivers District

GNA Achilles Heel R.O.W. Decks Permit

Project Location: Approximately 1 mile south of Troy MT

County: Lincoln

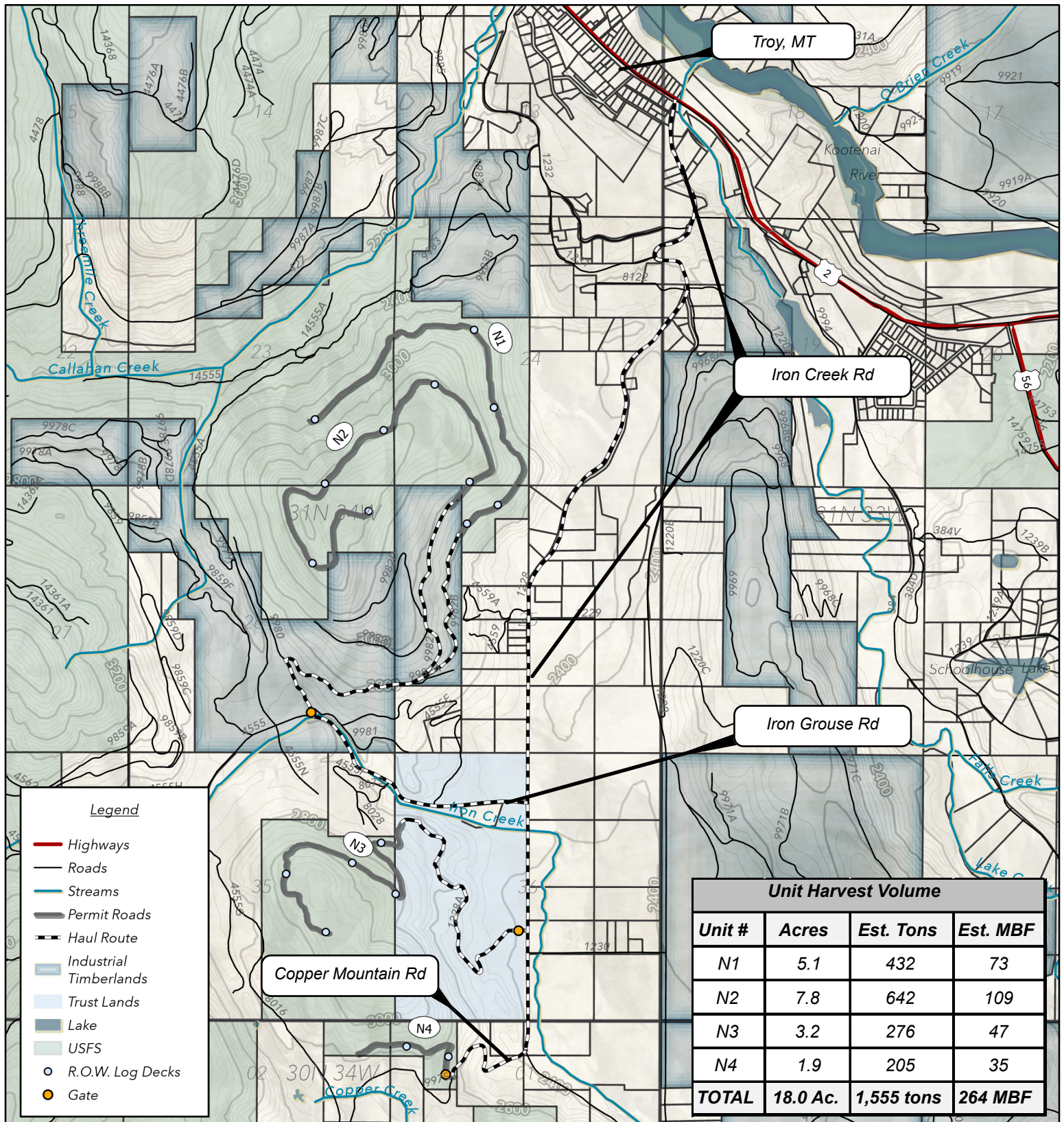




# Achilles Heel R.O.W. Decks Permit Map

Section 1 & 2 T30N R34W; Section 23 - 26, 35, & 36 T31N R34W

Attachment. A. Pg. 2 of 2



## Attachment C

# FOREST FIRE RULES & REGULATIONS

These rules apply to all activities on all classified forest lands within Montana during the legal Forest Fire Season, including any extension thereof (see 77-5-103(3), 76-11-101, 76-13-102(7), and 76-13-109 MCA). Reference also ARM 36.10.119 through 132.

Related State statute numbers are provided as a reference.

## RULE I - DEBRIS BURNING

1. The person conducting the burn shall obtain written authorization from the recognized fire protection agency before igniting any open fire during the legal forest fire season (required by 76-13-121 MCA). The recognized fire protection agency may deny, restrict, or rescind any authorization by notifying the person conducting the burn.
2. All burning must comply with the Department of Environmental Quality or State/county/local open burning regulations.
3. Written authorization is not required for campfires.

## RULE II - CAMPFIRES

1. Campfires cannot be left unattended and must be completely extinguished (see 76-13-123 MCA).
2. All campfires must be constructed in cleared or bare areas, and not allowed to spread beyond the established ring, pit, grate, or container.
3. Anyone igniting a campfire is required to have fire tools listed in Rule VIII (4).

## RULE III - RAILROADS AND POWERLINES

Railroad and powerline companies are required to prepare and annually update working agreements with recognized fire protection agencies. These agreements must stress safety and fire response procedures; and identify, remove, prevent, modify, abate, or correct forest fire hazards and risks associated with railroad and powerline company operations (see 69-14-721 MCA).

## RULE IV - EQUIPMENT

1. All internal combustion engines must be equipped with an approved and effective spark-arresting system, as established in the National Wildfire Coordinating Group's Spark Arrester Guides. Spark-arresting devices must be marked, properly installed, and maintained in accordance with the Guides. The following vehicles are exempt:
  - a. automobiles and light trucks of less than 23,000 GVW when all exhaust gases pass through a properly installed and maintained exhaust system, baffle-type muffler, and tailpipe. Vehicles with glass-pack mufflers do not qualify for the exemption.
  - b. heavy-duty trucks of 23,000 GVW or greater, with a muffler and vertical stack exhaust system extending

above the cab.

- c. vehicles with other spark-arresting systems providing equal or increased effectiveness. Such vehicles must be inspected and have written authorization from the recognized fire protection agency.

2. Equipment used for commercial, ranching, or industrial activities must meet the fire extinguisher and tool requirements listed in Rule VIII (5).

## RULE V - FLAMING AND GLOWING SUBSTANCES

1. All flaming and glowing substances, including but not limited to, lighted cigarettes, cigars, ashes, and matches, must be extinguished before being discarded (see 76-13-124 MCA).
2. Smoking is allowed only at areas free of flammable or combustible material. Examples of these areas include a graveled road or an enclosed vehicle.

## RULE VI - FIREWORKS

Use of fireworks is prohibited on all classified forest lands unless written authorization is obtained from the recognized fire protection agency. Authorization will only be considered between June 24 and July 5, inclusive, to coincide with the legal dates for the sale of fireworks in Montana (see 50-37-106 MCA).

## RULE VII - WILDLAND/URBAN INTERFACE

1. County governments without subdivision wild-fire protection standards are encouraged to establish standards for all new subdivisions by January 1, 2000.
2. The Fire Protection Guidelines for Wildland/Residential Interface Development (DSL/DOJ, 1993) is available for use to assist counties in the development of standards.

## RULE VIII - FIRE EXTINGUISHERS AND FIREFIGHTING TOOLS

1. Chainsaw operators shall carry a fully charged and operable fire extinguisher, minimum-capacity 8-ounce liquid or 1-pound dry chemical, with a 4BC or higher rating.
2. Vehicles and equipment, mobile or stationary, with a combustion engine/motor used for commercial, ranching, or industrial activities must have one operable, dry-chemical fire

extinguisher with a minimum 2-1/2 -pound capacity and 4BC or higher rating.

3. Chainsaw operators shall maintain one usable shovel at chainsaw-fueling sites.
4. All persons or parties igniting a campfire shall have one usable shovel and bucket. Persons igniting a barbecue need not have a shovel or bucket if the ashes are not removed from the container and the ashes or container are not placed on or near combustible material.
5. All commercial, ranching, or industrial activities must have:
  - a. one usable shovel or pulaski with each vehicle and equipment with an internal combustion engine/motor, mobile or stationary.
  - b. one backpack pump with each vehicle and with any equipment, used off road, mobile or stationary, with an internal combustion engine/motor, that cannot be used to build fireline and is being operated on combustible material.
6. Other types of firefighting tools that provide increased efficiency or effectiveness may be substituted by written authorization from the recognized fire-protection agency. For example, a [combi] firefighting tool may be substituted for a shovel or pulaski.

#### RULE IX - FOREST ACTIVITY RESTRICTIONS

In areas designated by public proclamation by the administrator, division of forestry, as areas of high fire hazard, the administrator may request all persons, firms, or corporations present or engaged in any activity in the areas to voluntarily cease operations or to adjust working hours to less critical periods of the day. In the event such a request is refused, the administrator may issue a written order directing compliance.

#### RULE X - FOREST CLOSURE

1. During periods of dangerous fire conditions, no person may enter or be upon those forest lands designated by public proclamation by the governor of the state of Montana as areas of dangerous fire hazard except under written permit issued by a recognized agency.
2. Permits to enter upon such areas during the closure may be issued by the recognized agency upon a showing of real need by the applicant. Permits may be issued to those persons having actual residence as a permanent or principal place of abode in the forest lands designated or to persons engaged in non-fire hazardous employment.
3. However, no permit may be required of persons engaged in either firefighting, fire prevention, or law enforcement who are engaged in official business.

#### RULE XI - CORRECTION OF HAZARD AND UNUSUAL CIRCUMSTANCES OR EVENTS

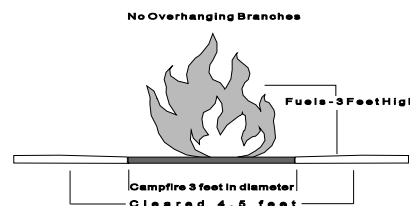
The recognized fire-protection agency may require identified wildland-fire hazards and/or risks be halted, prevented, abated, removed, disposed of, mitigated, or patrolled. This applies to public, private, nonprofit, commercial, and/or residential circumstances or events.

#### RULE XII - REQUEST FOR REVIEW

If any operator believes that in his case any requirement of a recognized agency is excessive, the operator may request the administrator, division of forestry, to review the requirements. If in the opinion of the administrator any or all are not necessary in the interest of public safety, he may make such changes as he considers advisable.

#### RULE XIII - DEFINITIONS

**Backpack Pump:** 5-gallon minimum; standard galvanized metal, fiberglass, or rubberized backpack water container with attached handpump; full of water at all times.



**Bucket:** Metal, plastic, canvas, or fiberglass container capable of holding at least one gallon of water. Motorcycle helmets qualify. **[Campfire]** means a fire set for cooking, warming, or ceremonial purposes; not more than 3 feet in diameter or height; void of overhanging branches; with all combustible material cleared at least 1-1/2 times the diameter of the fire; or a barbecue in a noncombustible container.

**Combi Tool:** A tool combining a shovel and pick.

**Fireworks:** As defined in 50-37-101 MCA.

**Forested Land:** As defined in 76-13-102 MCA and 36.10.101 ARM.

**Hazard:** Condition that promotes the ignition and/or spread of a wildland fire.

**Open Fire:** The burning of a bonfire, rubbish fire, or other fire in an outdoor location where fuel being burned is not contained in a closed incinerator, or outdoor fireplace. Barbecue pits and burn barrels are considered open fires and therefore require a burning permit (Rule I).

**Pulaski:** An ax with a medium size sharp grub hoe opposite the ax blade.

**Recognized Fire-Protection Authority:** An agency organized for the purpose of providing fire protection and recognized by the board as giving adequate fire protection to forest lands in accordance with rules adopted by the board.

**Risk:** Action or device that could cause a wildland fire to ignite.

**Shovel:** Vehicle, equipment, and chainsaw operator shovels will have a minimum overall length of 36 inches with a round pointed shovel head with a minimum width of 6 inches. Shovels required for campfires must be at least 24-inches in length with a pointed shovel head. Folding handles qualify.

#### RULE XIV - APPLICABILITY

The forest fire rules, Rule I through Rule XIII, (ARM 36.10.119 through 30.10.132) are in effect each year on classified forest land during the forest fire season May 1st to September 30th inclusive, or any legal extension thereof. Requirements pertaining to motor vehicles do not apply to those being operated solely on roads that are a part of federal or State maintained highway systems or on any paved public road.





# WORKING IN BEAR HABITAT



12/03/12

Grizzly bear distribution is expanding in Montana and human/bear encounters are becoming more common. Working in bear habitat increases the likelihood of interactions with bears. It is important for contractors and their employees to be aware of steps that can be taken to minimize conflicts and how to react if an interaction occurs. This pamphlet provides information about bear behavior, preventive measures, and what to do in the event an encounter occurs. *This pamphlet is intended to provide information about possible ways of avoiding encounters with bears. It should not, however, be relied on as the sole means of doing so. In addition to adhering to the guidelines outlined in this document, you should always rely on your experience, training, education and judgment about the best, safest manner to avoid encounters with bears.*

## ENCOUNTERS

- ▲ Stay calm and keep the animal in view, but avoid direct eye contact. Bears may interpret eye contact as a sign of aggression. Back away slowly. Never run from a bear unless you know you can reach safety. Determine whether the animal is a black bear or a grizzly bear.
- ▲ If the bear charges, stand your ground. Bears commonly "bluff charge," stopping within a few feet of a person, before fleeing in a different direction.
- ▲ Keep bear spray handy. Always have a canister of bear spray (at least eight ounces) on your belt. Make sure it is an EPA registered bear spray with 1 to 2% capsaicin and related capsaicinoids, has a spray duration of at least six seconds, and a range of 25 feet. Familiarize yourself with the directions for using the spray. Use it only if confronted by a charging bear. Spray toward the bear, aiming slightly downward.
- ▲ In the event that you have no bear spray, or it was ineffective and the charge is not a bluff, or the bear is exhibiting predatory behavior, you must change your approach. Signs of predatory behavior include: following, showing interest, coming into a tent, and unprovoked attacks. How you respond will depend on the species of bear attacking you. **Black bear and young grizzly attacks:** Always fight back. Jump up and down, wave your arms and yell. Try to look as large as possible. Never play dead – it makes you easier prey. Remember that black bears and small grizzlies can climb trees, so stay on the ground. **Mature grizzly attacks [particularly females with young]:** If a surprise encounter occurs or if bear spray is ineffective, drop to the ground and play dead. Lie on your stomach, clasp your hands behind your neck, and use your elbows and toes to avoid being rolled over. If the bear rolls you over, keep rolling until you land back on your stomach. Remain still and don't struggle or scream. A defensive bear will stop attacking once it feels the threat is gone. Don't move until you are sure the bear has left the area. **If the grizzly is exhibiting predatory behavior or comes into a tent at night, do all you can to escape or fight back.**
- ▲ If an encounter occurs, contact the DNRC forest officer immediately and notify Montana FWP.

## JOB SITE PREVENTION

- ▲ Watch for bear signs. Signs include: tracks; droppings; recently overturned rocks or logs; logs torn apart; clawed, bitten or rubbed trees; bear trails; hair on tree bark; fresh diggings; and crushed vegetation. If you observe any of these signs, be aware that a bear may be frequenting the area. If camping, or stopping to eat your lunch, select a different area.
- ▲ When working or walking alone, make noise and carry bear spray. Bears don't like surprises, but will move on if they hear people approaching. Make noise, especially when approaching blind corners, dense shrubs and streams, and when walking into the wind. Maintain regular communication with co-workers.
- ▲ If camping on site, leave coolers, food and beverages inside campers or secured vehicles. If cooking over an open fire, do not discard food or grease in fire pits.
- ▲ Don't leave trash, groceries or animal feed in your vehicle for extended periods. Bears can, and do, pry open car and truck doors and break windows to get at food and other items they associate with food.
- ▲ Bears are attracted to petroleum based products. Keep all fuel and oil canisters in bear resistant containers. Bears have been known to damage hoses, oil filters and foam seats on heavy equipment. Dispose of empty containers promptly.

## **FOREST RESOURCES CONSERVATION AND SHORTAGE RELIEF ACT**

### **USE OF TIMBER**

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).

(b) Except for determined pursuant to public hearing to be surplus, unprocessed timber designated for harvest shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed timber designated for harvest shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to State, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed timber designated for harvest to another party, Purchaser shall require each buyer, exchange, or recipient to execute an acceptable agreement (Domestic Processing Form) that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to the State a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Timber designated for harvest.

(i) For breach of this Section, State may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by the State under this Section, the State will not be liable for any Claim submitted by Purchaser relating to the termination.

### **Branding and Painting Requirements**

#### **For sawtimber products being delivered to manufacturing sites within Region 1 and 4 –**

Ten (10) sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. Each paint spot must be not less than three (3) square inches in size. The brand and paint marks must be on the same end of the logs. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

#### **For all sawtimber products being delivered to the IFG sawmill in Lewiston, ID-**

Twenty (20) sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. All ponderosa pine >15 inches and all other species >30" will require double end painting and branding. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

#### **For sawtimber products being delivered to manufacturing sites within Region 1 located in Powell, Granite, and all other counties located east of the continental divide –**

Painting and Branding requirements will be waived for all sawtimber logs.

If purchasers are violating export laws or are not complying with the terms as identified above the State will require single end painting and branding of all Logs.

#### **For sawtimber products being delivered to non-manufacturing sites within Region 1 and 4, including sort yards, reloads and collection sites –**

All Sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and a single-end brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

**For sawtimber products being delivered to Guy Bennett Lumber, port of Wilma, Clarkston Washington, -**

At least twenty (20) logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

**For logs being hauled to other Regions, the painting and branding requirements will be the following:**

**For sawtimber products being hauled to manufacturing sites within Region 2 –**

At least ten (10) sawtimber logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. Or as identified by Region 2 given the location of where logs are being delivered.

**Sawtimber products being hauled to manufacturing sites within Region 3 and Region 5 –**

All sawtimber logs on each loaded log truck, greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be single end painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

**Sawtimber products being hauled to manufacturing sites within Region 6 –**

At least twenty (20) logs on each loaded log truck, that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs. Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

**Sawtimber products being delivered to port of Umatilla, Oregon, other ports east of the Cascades, all points west of the Cascades and any port of entry into British Columbia –**

All sawtimber logs on each loaded log truck that are greater than seven (7) inches d.i.b that are eight (8) feet or more in length and one-third (1/3) or more sound will be double end painted with highway yellow paint and branded with a hammer brand identifying the timber sale from which the log was removed. The brand and paint marks must be on the same end of the logs.

Each paint spot must be not less than three (3) square inches in size. The hammer brand will be assigned/registered by the State selling federal timber, in coordination with the appropriate Forest and Region.

**Log and Load Identification Operating Procedures.**

- a. If mule trains or truck/pup combinations are used, each bunked load stands on its own and these requirements will apply to each unit. If a flatbed stake trailer is used, each bundle will be treated as a separate unit.
- b. Bucking of broken-ended logs on the sale area to furnish a branding surface will not be required.
- c. Purchasers of Idaho timber sales will have to register their brands with the State Board of Scaling Practices at Coeur d'Alene, Idaho. Timber purchasers already having brands registered with the State of Idaho may use these brands on Forest Service timber sales, when approved in advance by the State Forester. The same applies to purchasers of Montana sales destined to be processed in Idaho.
- d. Branding and painting of non-sawtimber logs is not required.

**Sample-DOMESTIC PROCESSING OF TIMBER AGREEMENT**  
**USE OF TIMBER**

The Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620 et seq.) (Act) and the \_\_\_\_\_ Timber Sale on the \_\_\_\_\_ National Forest, dated: \_\_\_\_\_, between: \_\_\_\_\_ of \_\_\_\_\_ (Purchaser)

\_\_\_\_\_ and the \_\_\_\_\_ (enter state).  
(Address)

acting through the Forest Service, United States Department of Agriculture, expressly requires that all unprocessed timber sold or otherwise transferred thereunder shall not be exported from the United States and shall receive domestic processing within the United States. The requirement for domestic processing does not apply to Port Orford cedar and Alaska yellow cedar. Within the terms and conditions of this contract, "unprocessed timber" is defined to mean: "Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use and intended for remanufacture (36 CFR 223.186)".

The unprocessed timber originating from Federal lands which is being transferred under this agreement is branded with the following brand: \_\_\_\_\_

As a buyer of logs, bolts, or other roundwood originating from the sale area of said timber sale, (I) (We) acknowledge the Federal origin of such timber and agree to abide with the Act and by the terms and conditions of said contract with respect to the domestic processing of unprocessed timber. (I) (We) also agree that all hammer brands and/or yellow paint will not be removed from logs until they are domestically processed. In addition, (I) (We) agree to require the execution of another "Agreement" by any party we sell, exchange, or otherwise deliver such "unprocessed timber" to, as a condition of such a sale, exchange, or delivery, the "Agreement" shall (1) specify domestic processing for unprocessed timber, and (2) require that all hammer brands and/or yellow paint must remain on logs until they are domestically processed, and (3) require the execution of such agreements between the parties to any subsequent transactions involving unprocessed timber. And to submit a copy of each agreement within 10 calendar days of the transaction to the State from which the Federal timber originated.

\_\_\_\_\_  
(Name of Seller/Transferer)

\_\_\_\_\_  
(Name of Buyer/Transferee)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## Attachment F

**United States Department of Agriculture**  
**U.S. Forest Service**

**Food/Wildlife Attractant Storage Order**

**Northern Continental Divide Ecosystem Area**

Flathead, Lolo, Kootenai, Helena-Lewis and Clark, Beaverhead-Deerlodge National Forests  
USDA, Forest Service, Region One

Pursuant to 16 U.S.C. §551 and Title 36 C.F.R. §261.50(a) the following acts are prohibited or restricted on the Flathead, Lolo, Kootenai, Beaverhead-Deerlodge, Helena – Lewis and Clark National Forests, Montana, within the Northern Continental Divide Ecosystem area.

**PROHIBITIONS**

1. Possessing or storing any food or refuse, except as specified in this Order. Exhibit B, which is hereby made part of this Order. 36 C.F.R. § 261.58(cc)
2. Possessing, storing, or transporting any bird, fish, or other animal or parts thereof, except as specified in this Order. Exhibit B, which is hereby made part of this Order. 36 C.F.R. § 261.58(s)

**PURPOSE**

The purpose of these restrictions is to reduce the likelihood of a human-to-bear conflict, compromising the safety for both humans and bears.

**AREA RESTRICTED**

Appropriate food storage or attendance, as outlined in this Order, is required on all National Forest System (NFS) lands within the Flathead, Lolo, Kootenai, and Helena – Lewis and Clark, except the Crazy Mountain Range, on the Belt Creek–White Sulphur Springs Ranger District and on all NFS lands within that portion of the Beaverhead-Deerlodge National Forest, Butte Ranger District, within the Elkhorn Mountain Range, as depicted on the map, Exhibit A, which is hereby made part of this Order.

**IMPLEMENTATION**

1. This Order will be in effect annually from March 1<sup>st</sup> to December 31<sup>st</sup>, through calendar year 2028.
2. Food/Wildlife Attractant Storage Special Order Prohibitions, Information and Definitions are attached as Exhibit B, and hereby made a part of this Order.

**EXEMPTIONS**

Pursuant to 36 C.F.R. §261.50(e), the following are exempt from this Order:

1. Persons with a special use authorization or other Forest Service authorization specifically exempting them from the effect of this Order. 36 C.F.R. §261.50(e)(1)
2. Any Federal or State officer placing baits to capture animals for research or management purposes as part of their official duties. 36 C.F.R. §261.50(e)(4)

## Attachment F


**PENALTY**

Violation of these prohibitions is punishable by a fine of not more than \$5,000 for an individual or \$10,000 for an organization, or imprisonment for not more than 6 months, or both (16 U.S.C. § 551 and 18 U.S.C. §§ 3559, 3571, and 3581).

**INFORMATION**

Further information regarding this order may be obtained at any of the following Supervisors Offices: Flathead National Forest, located at 650 Wolfpack Way, Kalispell, MT, (406) 758-7502. Lolo National Forest, located at 24 Fort Missoula, Missoula, MT (406) 329-3750, or Helena-Lewis and Clark National Forest, located at 2880 Skyway Drive Helena, MT (406) 449-520, Kootenai National Forest, located at 31374 US Highway 2, Libby, MT (406) 293-6211, Beaverhead-Deerlodge National Forest, located at 420 Barrett St. Dillion, MT (406) 683-3900.

Done this 28<sup>th</sup> day of February 2023.

By:  Digitally signed by LEANNE  
MARTEN  
Date: 2023.02.28 11:51:37 -07'00'

---

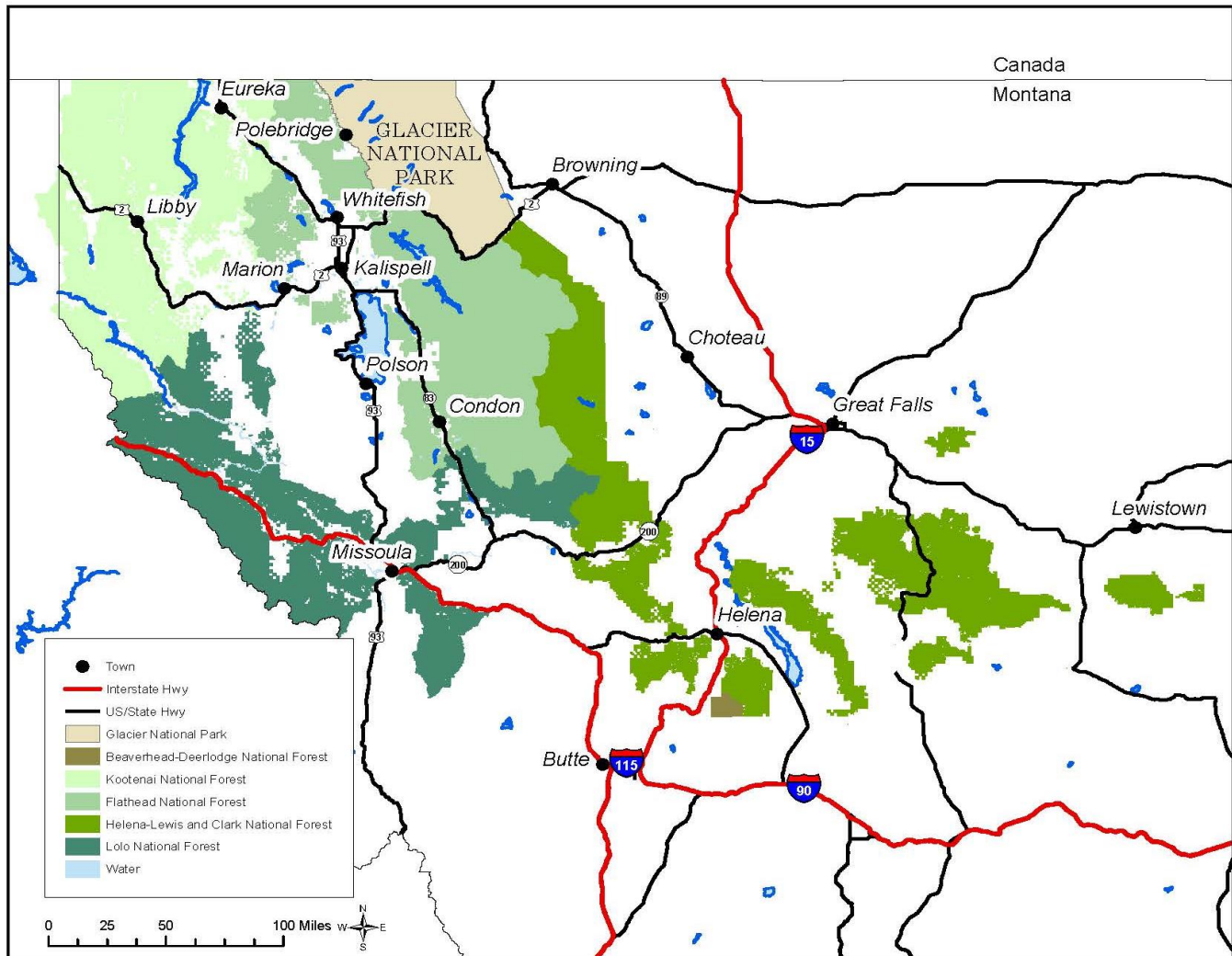
Leanne Marten  
Regional Forester  
Northern Region, USDA Forest Service



## Attachment F

**Exhibit A**

Northern Continental Divide Ecosystem Area, Food/Wildlife Attractant Storage Order  
Order # R1-2023-02



## Attachment F

**Exhibit B****Food/Wildlife Attractant Storage Special Order Prohibition, Information and Definitions**

## It Is Required That:

1. During daytime hours, all attractants, including human, pet, and livestock food (except baled or cubed hay without additives) and garbage shall be stored in a bear resistant manner when not being attended.
2. During nighttime hours, all attractants, including human, pet, and livestock food (except baled or cubed hay without additives) and garbage shall be stored in a bear resistant manner unless it is in immediate control, being prepared for eating, being eaten, being transported, or being prepared for storage, as defined herein.
3. Any harvested animal carcasses (including big game, birds, fish or other animal parts) that are within 1/2-mile of any camp or sleeping area or within 200 yards of a National Forest System Trail shall be stored in a bear-resistant manner by the responsible party (unless the carcass is being field dressed, transported, being prepared for eating, or being prepared for storage, as defined herein). If a wildlife carcass is within an attended camp during daytime hours it may be on the ground.
4. Attractants shall not be buried, discarded, or burned in an open campfire.
  - a. Leftover food or food waste products may be placed in an appropriate, sealed container and packed out with garbage.
  - b. Leftover food or other attractants may be burned in a contained stove fire.
  - c. Attractants may be placed into a suitable container (i.e. tin can) to prevent leaching into the ground and burned over an open campfire. Any remaining attractants unconsumed by burning shall be placed with other garbage and packed out.
5. The responsible party shall report the death and location of any livestock to a Forest Service Official within 24 hours of discovery. In some very remote areas, it may not be possible to meet the 24-hour requirement. In these special cases, the responsible party shall report to a Forest Official the discovery of any dead livestock within 48 hours.
6. Approved bear-resistant containers meet the following criteria: A container included in the most current Interagency Grizzly Bear Committee (IGBC) Certified Bear-Resistant Products list. A container not on the list may also be certified by the local District Ranger or their designated representative(s) if it is inspected and approved based on IGBC criteria.

## Definitions

1. Attended: At least one adult person (attendee) is physically present within 100 feet who is awake and alert and in immediate control of attractants.
2. Attractant: Food as defined below and garbage from human, livestock, or pet foods. Also includes items such as soft drinks, alcoholic beverages, personal hygiene products, and empty food and beverage containers.
3. Food: Any nourishing substance, which includes human food or drink (canned, solid, or liquid), livestock feed (except baled or cubed hay without additives) and pet food.
4. Attendee: An adult, 18 years of age or older, in control of attractants.
5. Bear-resistant container: A container included in the most current Interagency Grizzly Bear Committee (IGBC) Certified Bear-Resistant Products list (<https://igbconline.org/>).
6. Bear-resistant manner: Any attractants, including food and garbage, must be stored in one of the following ways if unattended:
  - a. secured in a hard-sided Recreational Vehicle, vehicle trunk, cab, or trailer cab.
  - b. secured in a hard-sided dwelling or storage building.
  - c. suspended at least 10 feet up (from the bottom of the suspended item) and 4 feet out from any upright support, i.e. tree or pole.
  - d. stored in an approved bear-resistant container.
  - e. stored within an approved and operating electric fence.
  - f. stored in any combination of these methods; or
  - g. stored by methods other than those described in Section #6, a-f, that shall be approved in writing by the Forest Supervisor.
7. Contained fire stove: A metal stove that completely encloses the fire.
8. Daytime: 1/2 hour before sunrise to 1/2 hour after sunset.
9. Nighttime: 1/2 hour after sunset to 1/2 hour before sunrise.
10. Livestock: A domesticated animal, such as mule, horse, llama, or goat.
11. Wildlife carcass: The body, or any parts thereof, of any deceased wild animal, bird, or fish.

12. Approved electric fences will meet, as a minimum, the following specifications:

- a. **7 Strand Fence** (refer to Forest Service publication 9923-2321-MTDC, “Electric Fence Systems: Requirements for Meeting the NCDE Food Storage Special Order, 1999”, for more description of fence specifications and set-up):
  - (1) The fence will be set up as a “tight wire” fence. The wire will be tight and under tension, not loose or sagging.
  - (2) Minimum fence height 4 feet.
  - (3) Minimum post height 5 feet.
  - (4) Maximum spacing between posts 8 feet.
  - (5) Conductors (wire): Minimum of 7 wires, with 6-10 inch spacing between wires. Bottom wire must be within 2 inches of the ground. All wire must be smooth metal fence wire of at least 16 gauge or poly wire, except the top wire which may be poly tape of at least six strand stainless steel.
  - (6) The system will be set up to operate both as a ground wire return and a grounded system. The 2 top wires will be hot, with all other wires alternating hot and ground. The minimum length ground rod is 2 feet.
  - (7) Fence charger (minimum): (1) energizer output of 0.7 joules; (2) tested peak output of 5000 volts; (3) 40 shocks per minute. User must be able to test electrical output in the field.
  - (8) The charger must be made inaccessible to disturbance from a bear. The charger may be stored within the interior of the fence or located a minimum of 10 feet above ground.
  - (9) Minimum distance between fence and items enclosed by fence.....3 feet.
- b. **Portable Electric Mesh Fence** (refer to Forest Service publication 0723- 2305-MTDC, “Specifications for Portable Electric Fence Systems as Potential Alternative Methods for Food Storage, 2007”, for more description of fence specifications and set-up):
  - (1) Portable electric mesh fence shall not be left in any location for more than 16 days.
  - (2) Minimum fence height.....33 inches.
  - (3) Minimum post length.....42 inches.

- (4) Post construction required to be polyethylene with metal spike on bottom.
- (5) Minimum of 3 strands of stainless-steel wire per horizontal wire.
- (6) Minimum number of horizontal wires.....8.
- (7) Horizontal opening in mesh required to be less than 12 inches.
- (8) Minimum length of ground rod required to be 1 foot and earth ground is mandatory.
- (9) Fence charger (minimum): (1) energizer output of 0.11 joules; (2) Minimum tested peak output voltage (on every hot conductor, with no load other than the fence) required to be 5,000 volts. (3) Minimum pulse duration (with a 10,000-ohm load applied) required to be 0.05 milliseconds: (4) Minimum shocks per minute....35.  
**User must be able to test electrical output in the field.**
- (10) Minimum distance between fence and items inside.....1½ feet.
- (11) Readable placard indicating fence is electrified is required.
- (12) Maximum fence length.....60 feet.
- (13) Minimum of 2 LED lights.

## TEMPORARY ROAD USE PERMIT

**Ward Davis** of 249 Copper Mountain Rd Troy, MT 59935, herein after called **Grantor**, grants to the **United States of America**, acting through the Forest Service, Department of Agriculture, hereinafter called **Grantee**, a temporary road use permit to occupy and use the following described lands in the County of Lincoln, State of Montana, Principal Meridian T30N R34W, Section 1:

**T30N R34W, S1/2NE1/4,NW1/4NE1/4 Section 1  
beginning at mile post 3.94 on Iron Creek Road**

### **Copper Mountain Road**

This permit authorizes Grantee to **use** road across private lands owned by Grantor. The right-of-way for such authorized use is estimated as **2,000 feet in length, 60 feet in width, 30 feet on each side of the centerline**, with additional width as necessary to protect cuts and fills, **containing approximately 2.75 acres**, and as shown approximately on attached **EXHIBIT A** attached hereto. The centerline of said road as constructed is hereby accepted by Grantor and Grantee as the true centerline of the right-of-way granted.

The purpose of this permit is to authorize administrative access to National Forest System (NFS) lands by Grantee, its personnel, contractors, representatives, or other authorized agents, for the purpose(s) of **mitigating weeds, access for road construction on NFS land, hauling, associated road maintenance commensurate with hauling and use, and post-harvest activities such as fuels mitigation and reforestation activities** from NFS land.

**This permit is granted subject to the following terms and conditions:**

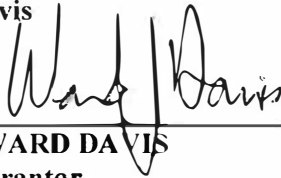
1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property, and to **does not** provide public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, or through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee shall fully repair all damage to roads it causes, other than ordinary wear and tear, and provide routine maintenance commensurate with Grantee's use while exercising the privileges granted by this permit.
6. Grantee shall prevent unnecessary damage to Grantor's adjacent land, timber, soil, water, other resources, and improvements. Grantee shall ensure its operations on Grantor's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
7. This permit shall terminate on **December 31, 2034**, unless earlier terminated by Grantor because of Grantee's breach of any terms or conditions herein, or upon written request by Grantee. Provided however, Grantor shall provide Grantee with written notice a minimum of sixty (60) days prior to termination for breach and shall provide Grantee with reasonable opportunity to take action to satisfactorily correct the breach. This permit may be reissued upon written request provided Grantee is not in conflict with any terms or conditions in this permit.

Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.

**GRANTOR**

Ward Davis

By:

  
WARD DAVIS  
Grantor

8-9-24  
Date

This permit is hereby accepted subject to all terms and conditions herein.

**GRANTEE**

UNITED STATES OF AMERICA

By:

JOSEPH G ALEXANDER  
Director  
Recreation, Minerals, Lands,  
Heritage and Wilderness  
Northern Region  
Forest Service

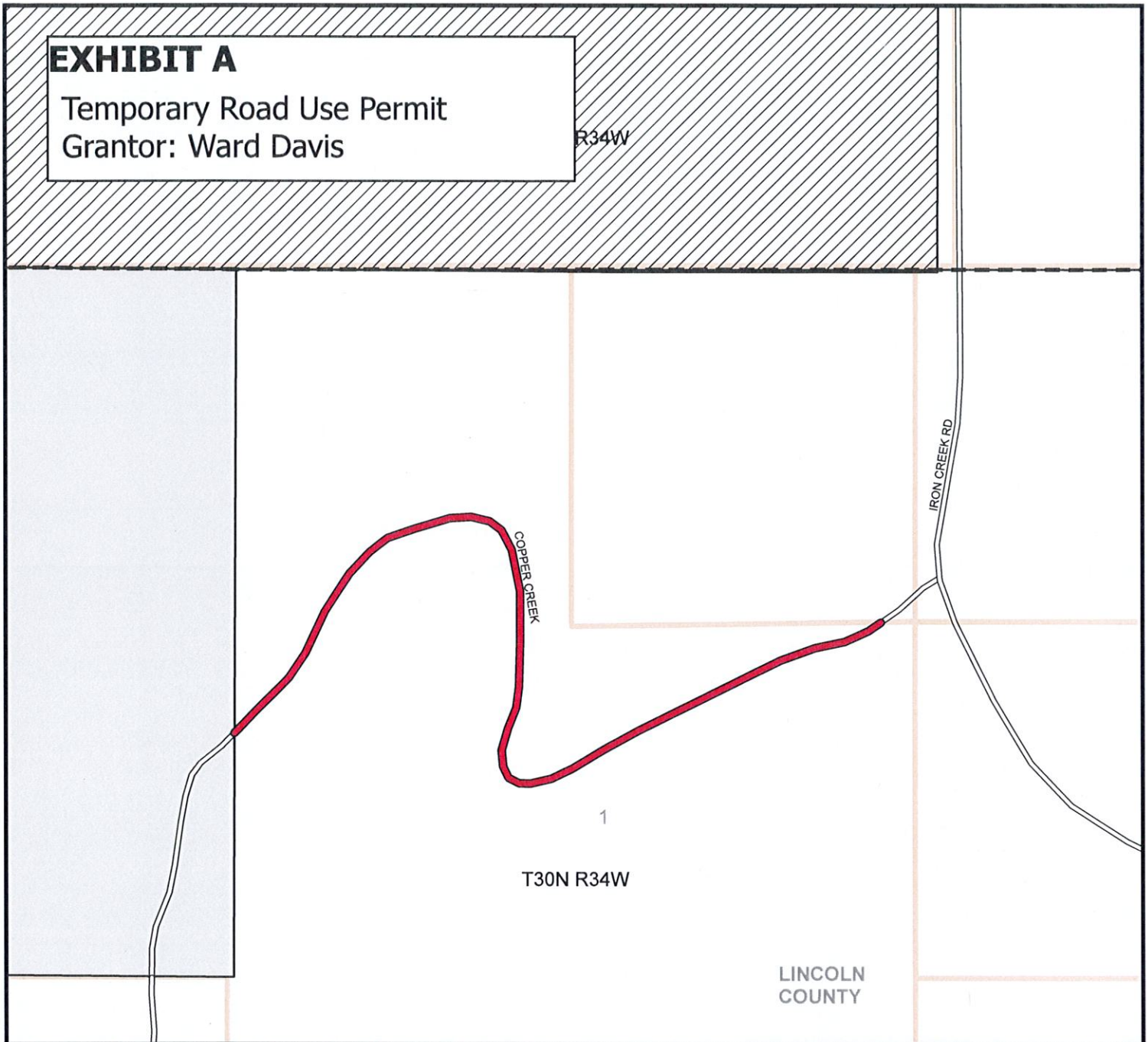
Date



## EXHIBIT A

Temporary Road Use Permit  
Grantor: Ward Davis

R34W



### Legend

- Section
- Existing Roads
- Portion of Road

#### Ownership

- FS
- MT\_State
- Other\_Private



0 0.1 0.2 Miles

Copper Mountain Road  
Permitted Road Sec 1, T30N, R34W  
Principle Meridian Montana  
Lincoln County, Montana  
Three Rivers Ranger District,  
Kootenai National Forest

#### Disclaimer:

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



## TEMPORARY ROAD USE PERMIT

**Charlie Davis** of 20 Copper Mountain Rd, Troy, MT 59935, herein after called **Grantor**, grants to the **United States of America**, acting through the Forest Service, Department of Agriculture, hereinafter called **Grantee**, a temporary road use permit to occupy and use the following described lands in the County of Lincoln, State of Montana, Principal Meridian Montana, T30N, R34W, Section 1:

**T30N, R34W, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 1,  
beginning at its junction with Iron Creek Road at mile post 3.94**

### **Copper Mountain Road**

This permit authorizes Grantee to **use** road across private lands owned by Grantor. The right-of-way for such authorized use is estimated as **120 feet in length, 60 feet in width, 30 feet on each side of the centerline**, with additional width as necessary to protect cuts and fills, **containing approximately 0.16 acres**, and as shown approximately on attached **EXHIBIT A** attached hereto. The centerline of said road as constructed is hereby accepted by Grantor and Grantee as the true centerline of the right-of-way granted.

The purpose of this permit is to authorize administrative access to National Forest System (NFS) lands by Grantee, its personnel, contractors, representatives, or other authorized agents, for the purpose(s) of **mitigating weeds, access for road construction on NFS land, hauling, associated road maintenance commensurate with hauling and use, and post-harvest activities such as fuels mitigation and reforestation activities** from NFS land.

**This permit is granted subject to the following terms and conditions:**

1. This permit is subject to all valid rights existing on this date.
2. This permit does not convey any right, title, or interest in real property, and to **does not** provide public access to national forest land.
3. Grantee claims no interest in the premises by virtue of this permit, or through occupancy or use hereunder.
4. Grantor agrees that valid rights held by Grantee in the premises, if any, shall not be extinguished, relinquished, terminated nor diminished by virtue of this permit.
5. Grantee shall fully repair all damage to roads it causes, other than ordinary wear and tear, and provide routine maintenance commensurate with Grantee's use while exercising the privileges granted by this permit.
6. Grantee shall prevent unnecessary damage to Grantor's adjacent land, timber, soil, water, other resources, and improvements. Grantee shall ensure its operations on Grantor's land comply with applicable federal and state laws, regulations, and standards regarding resource protection, fire prevention and control, slash disposal, and noxious weed prevention and control.
7. This permit shall terminate on **December 31, 2034**, unless earlier terminated by Grantor because of Grantee's breach of any terms or conditions herein, or upon written request by Grantee. Provided however, Grantor shall provide Grantee with written notice a minimum of sixty (60) days prior to termination for breach and shall provide Grantee with reasonable opportunity to take action to satisfactorily correct the breach. This permit may be reissued upon written request provided Grantee is not in conflict with any terms or conditions in this permit.

Grantee's exercise of any privileges authorized by this permit shall constitute acceptance of all terms and conditions herein.

GRANTOR  
Charlie Davis

By: Charlie Davis  
CHARLIE DAVIS  
Grantor

8-21-2024  
Date

This permit is hereby accepted subject to all terms and conditions herein.

GRANTEE  
UNITED STATES OF AMERICA

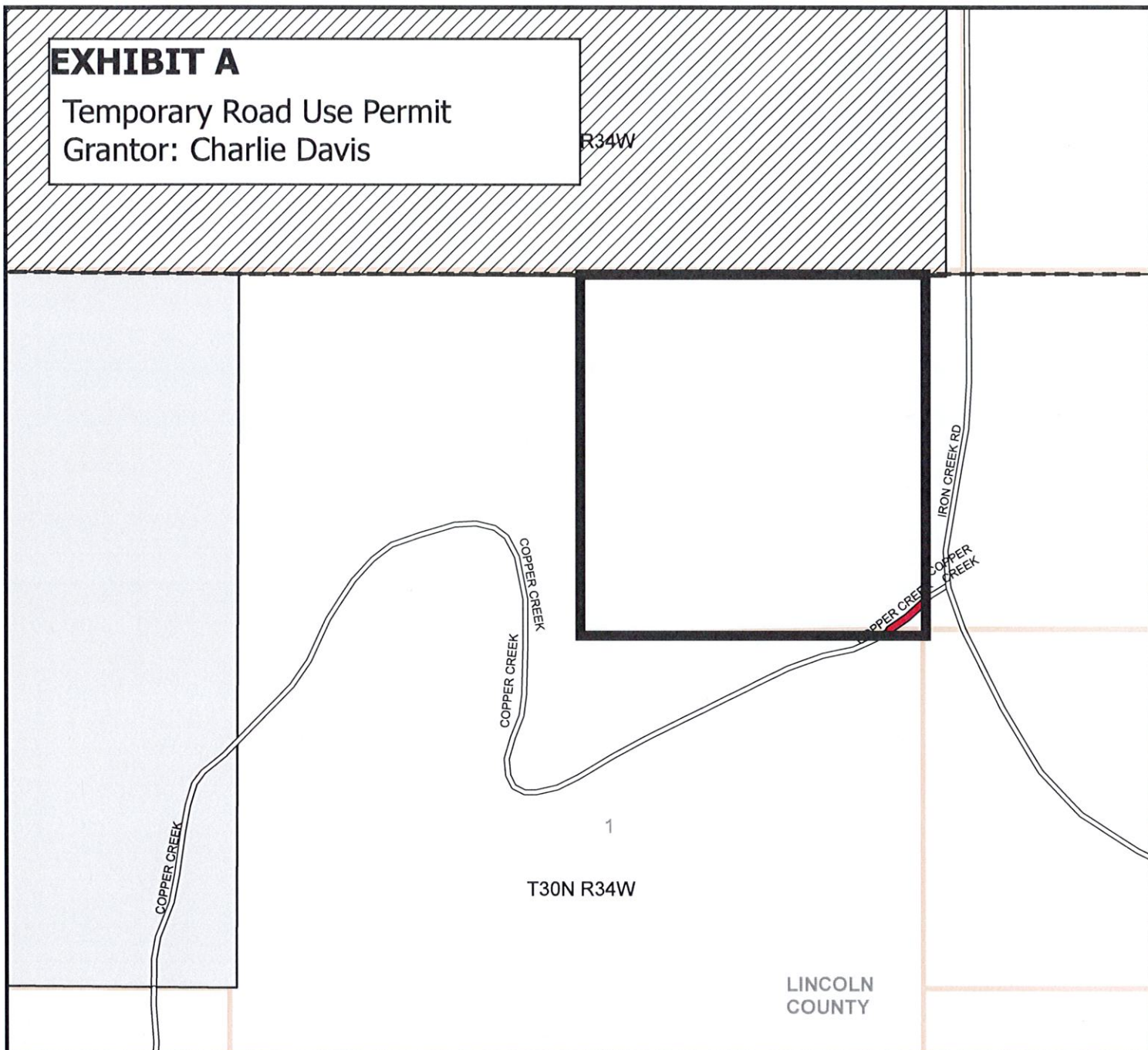
By: \_\_\_\_\_  
JOSEPH G ALEXANDER  
Director  
Recreation, Minerals, Lands,  
Heritage and Wilderness  
Northern Region  
Forest Service

\_\_\_\_\_  
Date

# EXHIBIT A

Temporary Road Use Permit  
Grantor: Charlie Davis

R34W



## Legend

- Section
- Existing Roads
- Parcels
- Portion of Road

- Ownership
- FS
  - MT\_State
  - Other\_Private

Copper Mountain Road  
Permitted Road of Sec 1, T30N, R34W  
Principle Meridian Montana  
Lincoln County, Montana  
Three Rivers Ranger District,  
Kootenai National Forest

### Disclaimer:

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

## TROJAN DEFENSE TEMPORARY ROAD USE AGREEMENT

THIS AGREEMENT, made and entered into as of the 25<sup>TH</sup> day of MARCH 2024, by and between STIMSON LUMBER COMPANY an Oregon corporation, hereinafter called the "Licensor" and the UNITED STATES OF AMERICA, hereinafter called the "Licensee" (the term "licensee" as used in the singular herein shall likewise apply to a corporation or two or more individuals doing business under an assumed name or as co-partners:)

### WITNESSETH:

The parties hereto, each in consideration of the agreements herein contained and the performance thereof on the part of the other do agree:

1. **RIGHTS GRANTED:** Permission is granted to use existing roads and roads to be built, as shown on attached **Exhibit A**, located in portions of Sections 2, 13, 23, 24, 25 & 26, Township 31 North, Range 34 West and Section 35, Township 32 North, Range 34 West, P.M.M., Lincoln County, State of Montana. The Permit shall be used as part of the Trojan Defense project and for no other purpose without Licensor's consent, which may be withheld at Licensor's sole discretion.

2. **TERM:** Rights Granted shall be for the period of five (5) years after the effective date of this Agreement, at which time parties agree to discuss the need for additional extension of permission. Licensee shall be limited by the restrictions set forth herein.

3. **CONSIDERATION:** Licensee, for and in consideration of permitted road use agrees to a road cost recovery fee of FIVE HUNDRED AND No/00 Dollars (\$500.00).

Prior to payment, Licensee shall be limited to administrative use of the road. No commercial hauling will occur until consideration is paid in full.

4. **MAINTENANCE:** The licensee shall maintain the roads to the USFS T-Specifications at its sole cost and expense, and upon the expiration of this agreement, it shall leave the roads in as good as condition as existed when its use thereof first commenced, provided however that in the event of co-use of the roads with the licensor or other licensees' the cost of such maintenance shall be prorated among users based on their respective use of said roads. In the event of damage of a specific nature by an individual user to said roads, the cost of repairing said damage shall be borne totally by the party responsible. At the close of the timber sale, the Licensor and Licensee will meet to determine any additional maintenance requirements to close out the road, including grass seed for exposed mineral soil and the treatment of weeds. By the end of February, the Licensee will bring the road up to State requirements, to avoid spring run-off erosion issues.

5. **HAULING RESTRICTIONS:** Licensee may not haul during the spring breakup period. Licensor may grant additional time upon request from Licensee. During wet weather events, Licensor may put additional restrictions on the road when soil conditions or the potential for damage to Licensor's land may occur.

6. **TIMBER REMOVAL:** Timber removed from Licensor right-of-way; Licensee shall pay the Licensor the total sale value for products when the contract is executed. Arrangements shall be made with Licensor for payment. Roadways, ditches and culverts within the project area located on Licensor ownership shall be cleaned of slash and debris, and

opened to allow normal water flow. Stimson has constructed roads and landings within the Contract Area to the extent shown on the map attached (Exhibit A), in which the Licensee is authorized for use. Non-designated roads and landings to be constructed shall be at the sole expense of Licensee with prior written approval from the Licensors.

7. LANDING SPECIFICATIONS: All slash accumulating at landings must be piled in dirt-free, burnable piles. All piles must be surrounded by a ten foot (10') wide fuel break. Piles must be at least 25 feet away from standing timber. Licensee shall be responsible for slash abatement (i.e. pile burning) in accordance with state rules and regulations.

8. REGULATIONS AND FIRE DANGER: It is understood that in the use of roads, landing and skid trails, the Licensee will at all times be governed by and obey any and all rules and/or regulations promulgated by the Licensors, now or hereafter, pertaining to the use and occupancy of roads, existing landing and skid trails by the users thereof, and in addition thereto will comply with all laws and rules of lawful authority. Licensee shall provide all firefighting equipment and tools required by the regulations of the governing state board of forestry or as directed by Stimson.

9. ASSIGNMENT: This agreement shall not be assigned nor shall part of the interest of the Licensee herein or hereunder be transferred or sublet without the consent of the Licensors endorsed hereon in writing, except to contractors of Licensee.

10. INDEMNITY: The United States, acting by and through the Permittee, shall bear any and all costs and liability of any kind related to the exercise of its rights hereunder, to the extent that it may legally do so under the Federal Tort Claims Act (28 U.S.C. 2671 et seq.) or any other Act wherein Congress has specifically waived the sovereign immunity of the United States.

11. INSURANCE: Licensee shall carry public and automobile liability, bodily injury and property damage insurance as set forth in **Exhibit B** of this Road Use Agreement, attached hereto and by this reference incorporated herein. In case of failure to furnish said Certificates of Insurance or policies, including evidence of Workers' Compensation insurance, or cancellation of any required insurance, Stimson may terminate this Agreement.

12. DEFAULT: If the licensee shall fail to perform or abide by any of the conditions or agreements herein provided for, then, and in that event, the Licensors may, at its option by notice in writing to the Licensee, cancel and terminate this agreement, and upon such cancellation and/or termination, the Licensee hereby agrees to discontinue the use of road, landing and skid trails forthwith; and in the case the Licensee shall refuse to do so, then, and in that event, the Licensors shall have the right, using such force as may be necessary, without being liable therefore in damages, to evict the Licensee and/or the agents, contractors, representatives and guests of the Licensee therefrom.

13. Licensee will contact Licensors prior to starting the project with the name and contact information of Purchaser(s) of the Trojan Defense project. During operations if one of the following occurs, Licensee or Contractor will contact Licensors immediately. (a) Permittee incurs any injury, loss or damage while on Licensors lands. (b) Licensee observes any wildfire, trespassers or suspicious events on Licensors lands.

14. Compliance: At all times during the performance of road construction, road maintenance, harvesting and decking, Licensee shall comply with Best Management Practices and the requirements of the state forest practices laws and any other applicable laws, regulations or permits.

15. This agreement will be terminated after the successful completion of the project and above agreed upon terms.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed:

LICENSEE: USDA FOREST SERVICE, NORTHERN REGION

BY: JOSEPH G. ALEXANDER **JOSEPH ALEXANDER**  
Digitally signed by  
JOSEPH ALEXANDER  
Date: 2024.03.25  
10:35:22 -06'00'

TITLE: Director

Recreation, Minerals, Lands, Heritage, and Wilderness

Forest Service

Northern Region

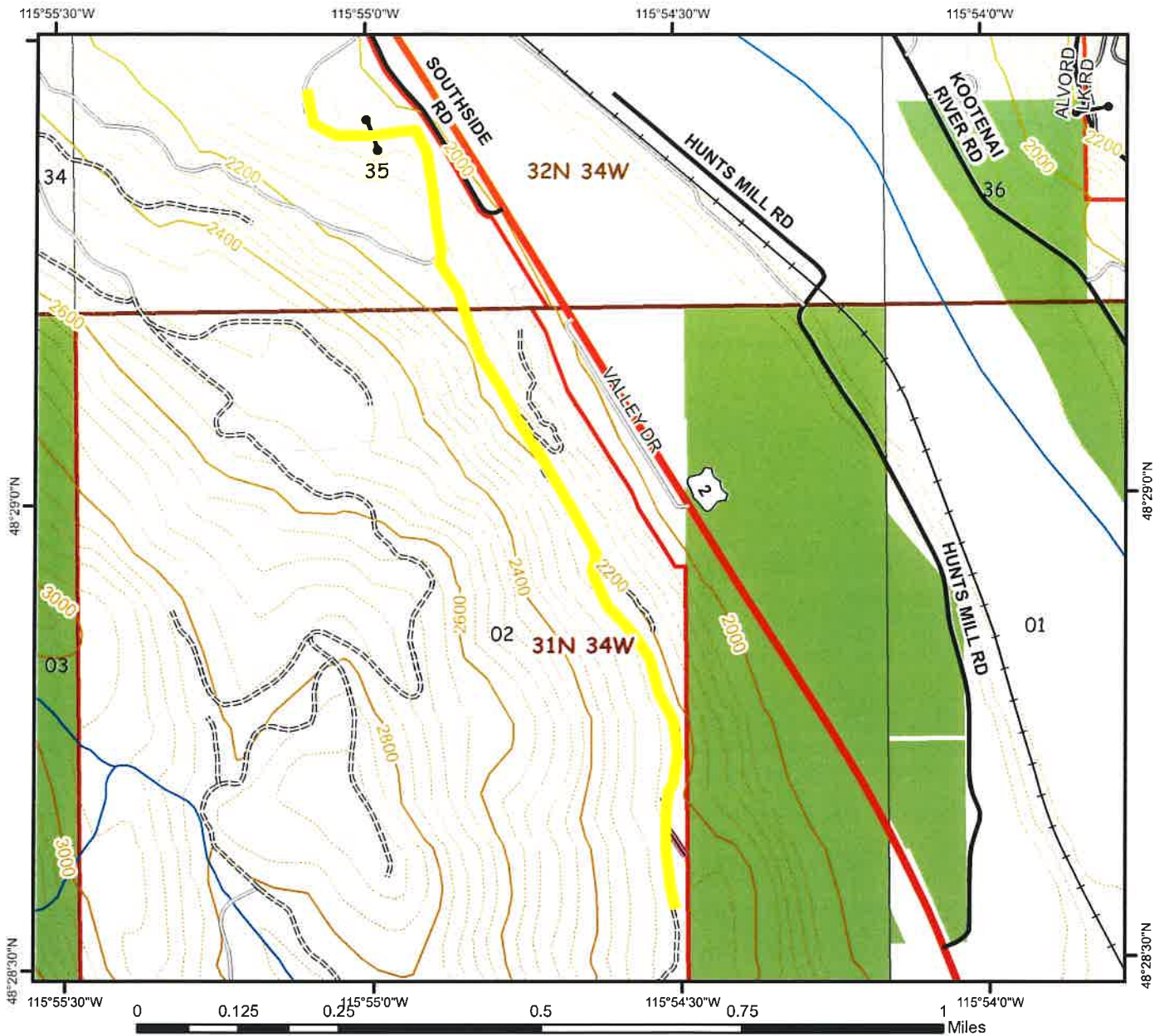
LICENSOR: STIMSON LUMBER COMPANY

BY: Brian Rowland

TITLE: AREA WOODLANDS MGR,



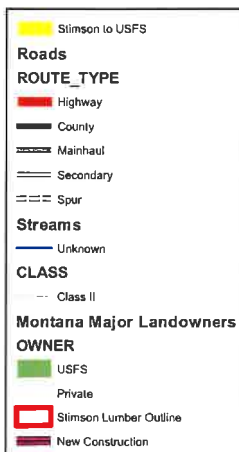
**Trojan Defense Access Map**  
**T31N R34W Section 2**  
**T32N R34W Section 35**



**Temporary Road Use Agreement**  
**Road Location and Landing**



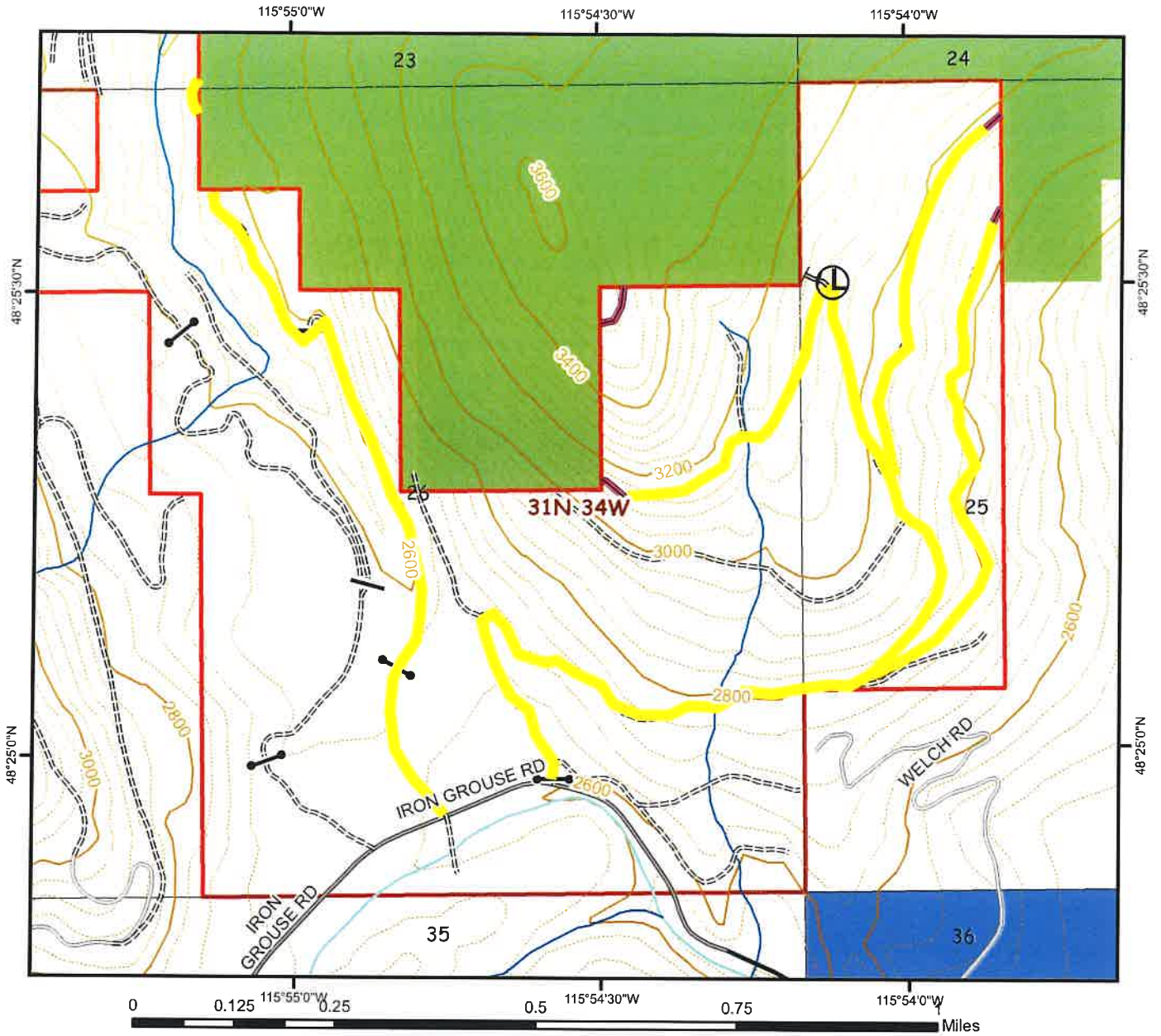
Landing



Scale: 1:15,840  
 Date: 3/4/2024  
 Map Type: Access  
 County: Lincoln  
 Prepared By: JRM

# Trojan Defense Access Map T31N R34W Section 23, 25 & 26

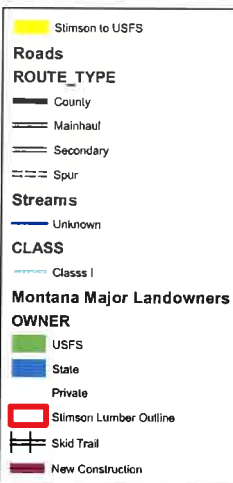
EXHIBIT A



Temporary Road Use Agreement  
Road Location and Landing



Landing

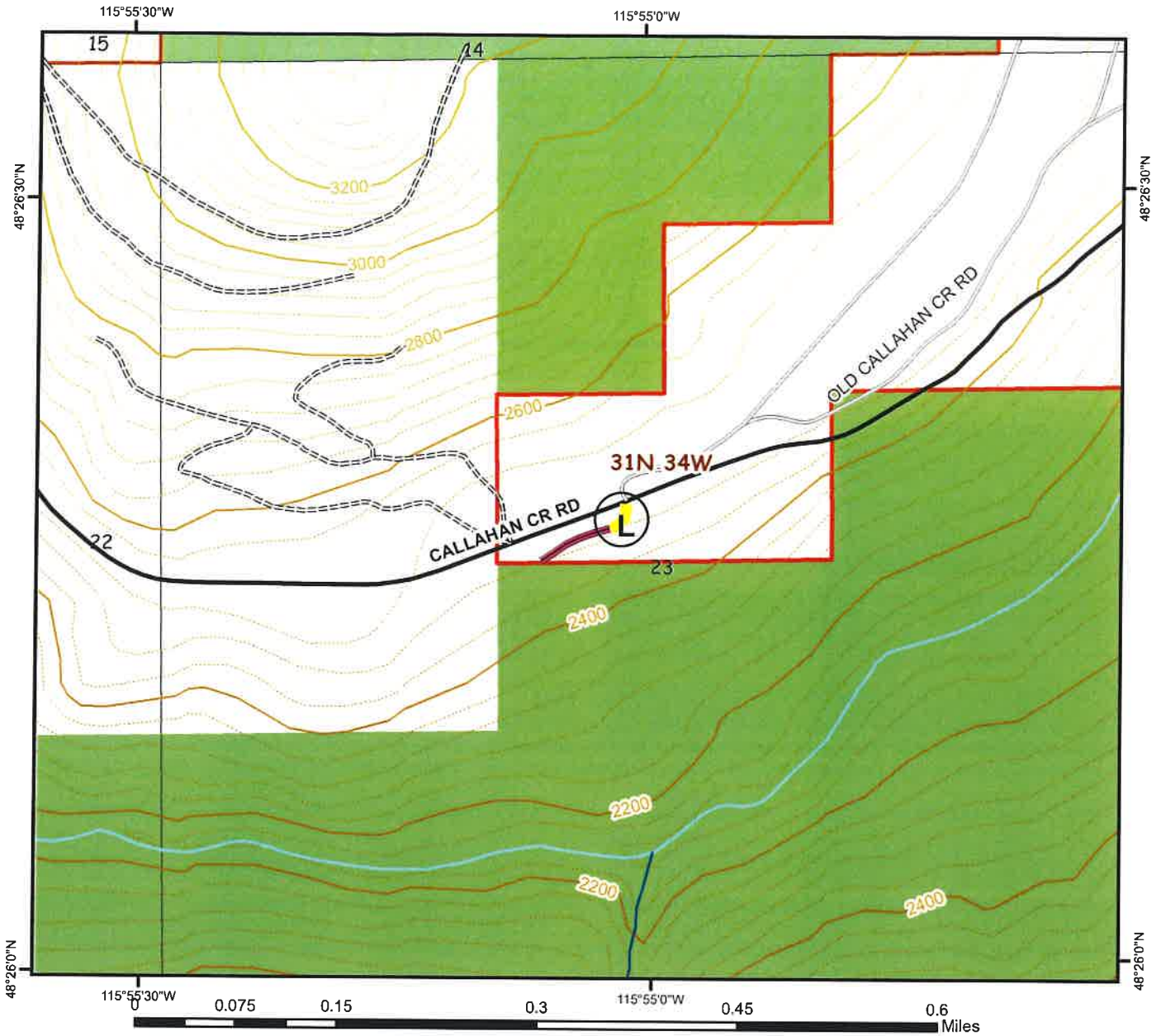


Scale: 1:12,500  
Date: 3/4/2024  
Map Type: Access  
County: Lincoln  
Prepared By: JRM



# Trojan Defense Access Map T31N R34W Section 23

EXHIBIT A



Temporary Road Use Agreement  
Road Location and Landing

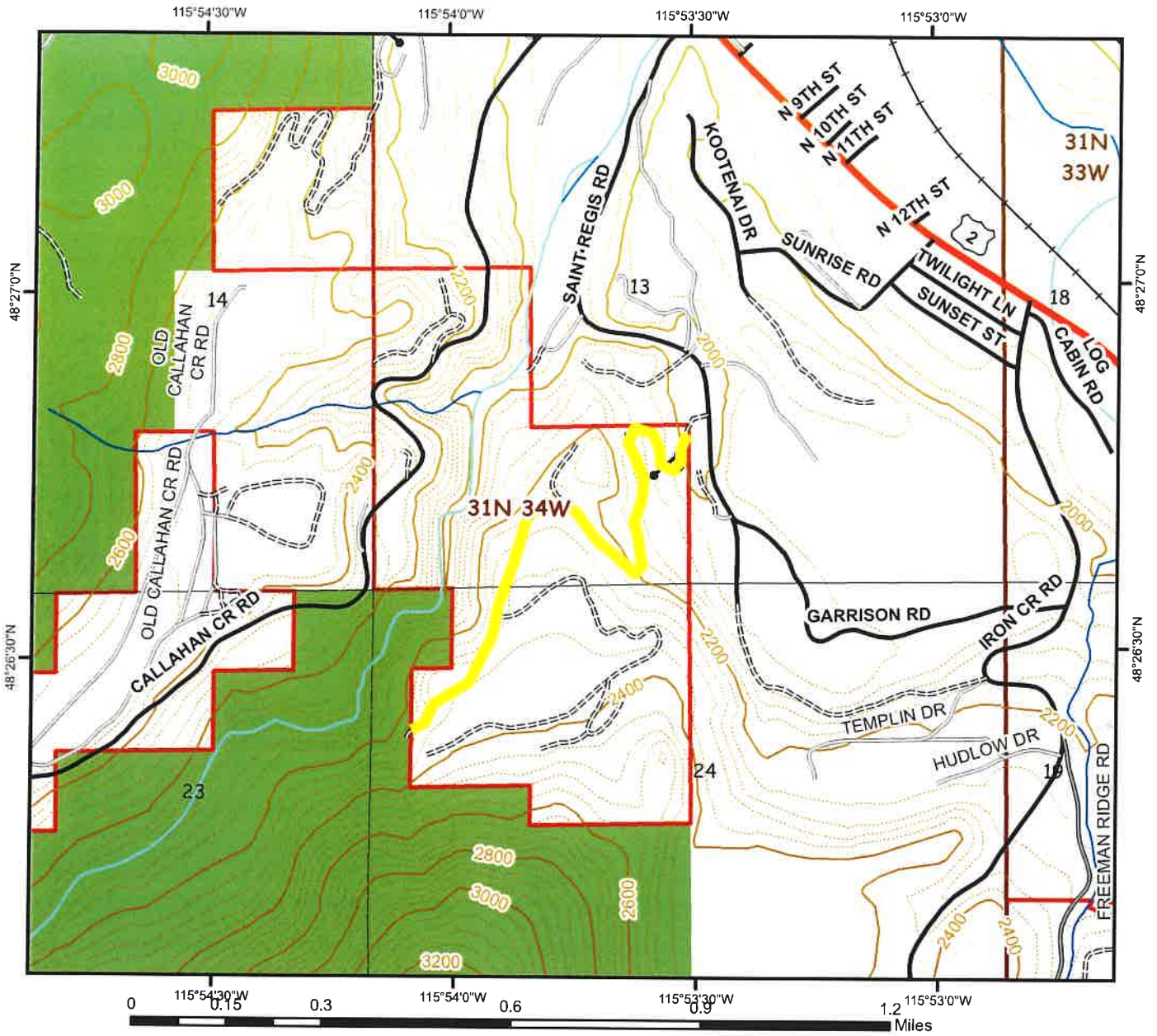


<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Stimson to USFS
<b>Roads</b>	
<b>ROUTE_TYPE</b>	
<span style="border-bottom: 2px solid black; width: 20px;"></span>	County
<span style="border-bottom: 1px solid black; width: 20px;"></span>	Secondary
<span style="border-bottom: 1px dashed black; width: 20px;"></span>	Spur
<b>Streams</b>	
<span style="border-bottom: 1px solid blue; width: 20px;"></span>	Unknown
<b>CLASS</b>	
<span style="border-bottom: 1px solid lightblue; width: 20px;"></span>	Class I
<b>Montana Major Landowners</b>	
<b>OWNER</b>	
<span style="background-color: green; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	USFS
<span style="background-color: white; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Private
<span style="border: 2px solid red; display: inline-block; width: 15px; height: 10px;"></span>	Stimson Lumber Outline
<span style="border-bottom: 2px solid red; width: 20px;"></span>	New Construction

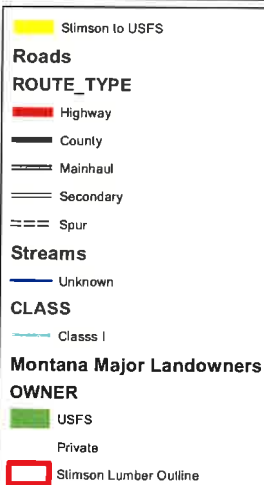
Scale: 1:7,500  
Date: 3/4/2024  
Map Type: Access  
County: Lincoln  
Prepared By: JRM

# Trojan Defense Access Map T31N R34W Sections 13 & 24

EXHIBIT A



Temporary Road Use Agreement  
Road Location



Scale: 1:15,840  
Date: 2/15/2024  
Map Type: Access  
County: Lincoln  
Prepared By: JRM

# Exhibit B

## STIMSON LUMBER COMPANY MINIMUM ACCEPTED INSURANCE LEVELS

	Logging, Hauling, Cutting Loading Road Construction	Precommercial Thinning Slashing Firetrailing	Miscellaneous Reforestation Planting Bud Capping	Spraying- Aerial Application	Spraying- Ground Application	Helicopter Logging
General Comprehensive Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000	\$1,000,000	\$4,000,000
Automobile Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Excess/Umbrella Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Workers Compensation	Statutory Requirements	Statutory Requirements	Statutory Requirements	Statutory Requirements	Statutory Requirements	Statutory Requirements
Employer Liability	\$500,000 \$500,000 \$500,000 *	\$500,000 \$500,000 \$500,000 *	\$500,000 \$500,000 \$500,000 *	\$500,000 \$500,000 \$500,000 *	\$500,000 \$500,000 \$500,000 *	\$500,000 \$500,000 \$500,000 *
Loggers Broadform Property Damage	Yes	Yes	No	Yes	No	Yes
Aircraft Liability	N/A	N/A	N/A	\$4,000,000	N/A	\$4,000,000

\* \$500,000 Per Person Per Accident  
\$500,000 Per Accident In Aggregate  
\$500,000 Per Occurrence/Occupational Disease



## ADDENDUM INSURANCE REQUIREMENTS

- 1) Commercial General Comprehensive Liability/Contractor's Liability\*: \$ 2,000,000 Minimum limits of \$1,000,000/occurrence; \$ 2,000,000/aggregate for Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Product and Completed Operations, Cross Liability/Separation of Insureds. Additionally, the policy shall not exclude X, C, or U (Explosion, Collapse or Underground.)
- 2) Business Automobile Liability\*: \$ 1,000,000 Insurance covering owned, non-owned, hired and other vehicles, with a combined single limit of \$ 1,000,000 for bodily injury, death and property damage per occurrence and \$ 1,000,000 general aggregate.
- 3) \*Umbrella/Excess Insurance: Contractor shall maintain umbrella/excess insurance above the CGL and Business Auto policies in an amount not less than \$ 1,000,000.
- 4) Employer's Liability Insurance: Employee bodily injuries and death by disease or accident, with a minimum limit of \$ 500,000 each occurrence.
- 5) Worker's Compensation Insurance- Statutory: Insurance with statutory limits as required by the Worker's Compensation Law in the State in which work is being performed hereunder. If Contractor fails to comply with applicable workers' compensation law while work is being performed, Contractor shall immediately cease all further operations until the required workers' compensation insurance is obtained.
- 6) Logger's Broad Form - Property Damage Liability Insurance with minimum limits of \$1,000,000 per occurrence. Stimson Lumber Company and any and all subsidiaries shall be Additional Insured.
- 7) Additional Insured Endorsements: All liability policies specified above shall include an endorsement naming Stimson Lumber Company, its Subsidiaries, Affiliates, Parent and their respective officers, directors and employees as Additional Insureds on a primary basis for the duration of the Contract term. The additional insured endorsement must be **ISO CG20 10 11 85** or other form with like wording.
- 8) Notice of Cancellation or Modification: Contractor and/or its insurance carriers shall provide Company with 30-days written notice prior to cancellation or other material modification in the policy affecting the requirements in this Agreement. No such cancellation or modification shall affect Contractor's obligation to maintain the insurance coverage required by this Agreement.
- 9) Liability Coverages Must be Occurrence Basis: **All liability coverages must be on an "occurrence" basis** as opposed to "claims made". If Professional Liability or Pollution Liability insurance must be obtained on a "claims-made" form, coverage must be maintained for a period of at least three (3) years following completion of services.
- 10) Certificates of Insurance: Prior to the commencement of operations, Contractor shall furnish to Company a certificate(s) of insurance dated and signed by an authorized agent for the insuring company or companies, containing a representation that coverage of the required insurance is provided with the required liability limits. Company reserves the right to require a certified copy of the policy (ies) or to examine the actual policy (ies). Said certificate(s) shall be issued to Stimson Lumber Company at the above address.
- 11) Subcontractors' Insurance: If Contractor retains the services of any subcontractors, Contractor shall cause each subcontractor to maintain insurance and limits of liability of the same type and the same amount as are required of Contractor under this Agreement. Contractor shall obtain, prior to the commencement of the subcontractor's services, the required certificates of insurance and additional insured endorsements.
- 12) Deductibles/Self-Insurance: Contractor shall be responsible for payment of any and all deductibles or self-insured retentions under its insurance policies. The coverage afforded under any insurance policy obtained by Contractor pursuant to this paragraph shall be primary coverage regardless of whether or not the Company has similar coverage.

## Exhibit B

Contractor shall not self-insure or maintain deductibles on any of the insurance required by this Agreement over the amount of \$ 10,000 without prior written consent or proof of ability to pay.

13) Waiver of Subrogation: Contractor's policy(ies) shall include a waiver of the insurer's rights of subrogation against Company and Indemnities, to the extent permitted, Contractor hereby waives such rights of subrogation.

14) Waiver of Workers Compensation Immunity: To the extent allowed by law, Contractor and its Subcontractors specifically and expressly waive any immunity that may be granted them under the applicable State workers compensation/Industrial Insurance Act. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to "action-over" claims against Contractor/Subcontractor by Owner, and does not include, or extend to, any claims by Contractor/Subcontractor's employees directly against Contractor.

15) Minimum Limits Do Not Limit Liability or Represent Coverage Adequacy: The minimum limits of coverage required by this Agreement may be satisfied by a combination of primary and excess or umbrella insurance policies. The maintenance of this insurance shall not in any way operate to limit the liability of Contractor under this Agreement, by requiring insurance herein, Company does not represent that coverage and limits will necessarily be adequate to protect Contractor.

**TEMPORARY ROAD USE PERMIT**  
**TRUST LANDS MANAGEMENT DIVISION to United States Forest Service**  
TRUP-305-2400047

Permission is hereby granted by Department of Natural Resources, Trust Lands Management Division, hereinafter called "Grantor", to the **United States Forest Service**, its personnel, contractors, representatives or other authorized agents, hereinafter called "Permittee", to use, subject to the conditions set forth below and in **Attachments A, B and C** both of which are incorporated herein by reference, the following described lands:

W2, Section 36, T31N, R34W  
Lincoln County, PMM –  
Grant: 100% Common Schools

as shown, approximately located on "**Attachment A**" attached hereto.

This Temporary Road Use Permit ("permit") covers an area of approximately 1.12 miles on an existing road and approximately 0.27 miles of additional, new road construction (1.39 miles total). It is issued for the purpose of hauling an estimated volume 1,605 Thousand Board Feet (MBF) (6.15 tons/MBF = 9,870.75 tons), of sawlogs from National Forest System Land pursuant to the Trojan Defense NEPA analysis, and Battle Cry Timber Sale, National Forest System Land accessed under this permit is located in Section 35, T31N, R34W PMM. This permit shall be valid until June 30, 2029, with an option to renew.

The area (Right-of-Way) covered by this permit shall be of the minimum width necessary for roads of like standards, 20 feet in width, 10 feet on each side of centerline, with such additional width allowed for clearing limit, as required for adequate protection of cuts and fills.

**Maintenance Costs**

The value of the Permittee's commensurate share of road maintenance obligations for this permit is \$431.20.

Work in lieu of deposits are valued at \$431.20.

Brushing and spot blading on existing road: Cost estimated at \$385.00 / mi. x 1.12mi. = \$431.20

Work specifications are outlined below in section Road Use and Permittee's Site-Specific Requirements and Attachment B - *Road Use and Maintenance Specification*. As this is an identified cost share, no investment share has been added to this agreement.

Permittee will remit the remaining sum of \$0.00, to DNRC, Trust Lands Management Division.

**Investment Sharing Rate**

No Investment Sharing (Investment Share) will be collected under this permit.

The Permittee is hauling forest products from land tributary to roads authorized under this permit and is therefore subject to investment sharing under the state of Montana/Forest Service Road Right of Way Construction and Use Agreement – Section 14 – No Rights of Use Without Sharing. The Permittee and the Grantor have entered into a cooperative agreement for the Grantor to recoup the Permittee's share of the construction costs for roads authorized under this permit that have been borne by the Grantor (the Permittee's investment share). The Permittee's investment share will be calculated and collected when the roads are included in a Supplement to the Agreement.

**The Permittee shall bear the cost of performed maintenance commensurate with road use exercised under this permit.**

Permittee will provide maintenance equal to Permittee's proportionate share of the use of the roads with others who may be granted like permission, so that at the termination of this permit, the roads will be in a condition equal to that prevailing on roads of like standards. In the event that Permittee's exercise of the privileges granted shall cause damage which requires more than normal maintenance to repair, Permittee shall fully repair such damage to bring the road up to the aforementioned standard.

**Permit Timber**

Permittee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road, as outlined in Attachment C – Timber Permit L16474.

**Conditions of Use**

Permittee will comply with all applicable provisions of State and Federal laws pertaining to forest protection and will do all in Permittee's power to prevent and suppress wildland fires on the above-described lands.

**Insurance, Workers Compensation, and Fire Protection Responsibilities Requirements will follow existing mutual State procedures for timber sales.**

**Insurance Requirements:**

1. Prior to the commencement of any work to be performed under this permit, Permittee will require its purchasers, contractors, or their agents shall obtain, carry and keep in good standing for the remainder of the permit period, with any extensions:
  - a. Comprehensive general liability insurance coverage to the limit of \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. Each such policy shall include endorsements, which shall name the Grantor and Permittee, their appointed officials, agents and employees as additional insured and shall provide that the Grantor and permittee shall be given 30 days written notice, at the address stated above, prior to cancellation or any material change in such policy.
  - b. Automobile Liability Insurance: The Permittee will require the purchasers, contractors, or their agents to purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.
2. In lieu of such coverage, the Permittee will require purchasers, contractors, or their agents to provide proof of self-insurance in at least an amount equal to that provided above.
3. Prior to the commencement of any work to be performed under this permit, Permittee will require purchasers, contractors, or their agents deliver to the Permittee and Grantor a certificate of insurance from the insurer(s) of the Purchaser or their agents certifying that coverage in at least the amounts stated above is in force. Such certificate shall be submitted to the Permittee and Grantor for approval of the insurer(s), the amount, and the form. The Permittee and Grantor reserve the right to require a certified copy of any such policy or to examine the policy itself.
4. The Permittee must require that self-insured purchasers, contractors, or their agents provide an equivalent certificate of insurance subject to the approval of the Permittee and Grantor.
5. It is further understood and agreed that this permit will terminate immediately in the event that the mandatory liability insurance coverage required under this part is for any reason not obtained or is discontinued.

**Road Use and Construction Specifications** are outlined in **Attachment B – Road Use and Maintenance Specifications** as performance requirements of Permittee under this permit.

**Permittee's Site-Specific Requirements are as follows:**

1. Ensure that all Montana Forestry Best Management Practices (BMP) standards for road construction and maintenance are upheld (Install sufficient road drainage on new road construction and maintain all road drainage features to function effectively). This is identified above as surface spot blading and minor brush clearing prior to use.
2. Motorized passage is not permitted between April 1 – June 15 due to grizzly bear spring restrictions per the State of Montana DNRC Habitat Conservation Plan (HCP).
3. Road construction that occurs on the state land parcel between June 16 and November 15, is limited to 15 days per year.
4. Each year, the permittee will report, in writing, the the total number of days used for road construction on the state land parcel, to the DNRC, Libby Unit Office.
5. Log hauling is not permitted during periods when the roadway is soft and subject to damage.
6. Grass seed and fertilizer will be applied to the new constructed road segments (0.27 Mi) as construction is complete and only grass seed will be applied a second time, on disturbed portions of permitted road following final blading (Attachment B, VI).
7. Permittee will provide intermediate surface blading if necessary, or when directed by the Forest Officer, and a final surface blading upon completion of haul.

Permittee will burn or otherwise dispose of all refuse caused by construction, reconstruction, maintenance and use of the roads in such manner and at such times as will not endanger the adjoining timber, and in accordance with all the laws of the State of Montana covering such disposal.

It is also understood and agreed that Permittee shall keep Grantor's property free from liens arising in any manner out of the activities of Permittee and shall promptly discharge any such liens that are legitimately asserted.

It is understood and agreed that the permission granted herein is not exclusive and Grantor reserves the right to use and grant to others the right to use the roads jointly with the Permittee.

This permit is subject to all valid rights existing on this date.

It is also understood and agreed that Permittee will cooperate with county weed control boards, conservation districts, special weed districts, adjacent private landowners, lessees, and public agencies to control the spread of noxious weeds.

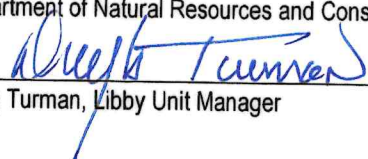
The Permittee shall contact the DNRC Forest Officer before use and when timber hauling is complete, and prior to completion of the period of road use. Prior to completion of road use, any additional erosion control and maintenance work will be identified and marked on the ground. All work will be inspected and approved by the DNRC Forest Officer prior to termination of the Road Use Permit.

If any evidence or artifacts of archaeological, historical, cultural, or special significance are discovered in the course of using or maintaining the road, the Permittee will protect same and notify the Department of Natural Resources and Conservation immediately.

Permittee may request an extension for this permit, provided request is received in writing at least 6 weeks prior to the termination date. Unless extended this permit shall terminate June 30, 2029, or earlier when requested by Permittee, provided that the permit may be terminated or suspended upon breach of any of the conditions herein.

IN WITNESS WHEREOF, this permit is executed in duplicate this 18 day of June, 2024

GRANTOR: State of Montana  
Department of Natural Resources and Conservation, Trust Lands Management Division

By:   
Doug Turman, Libby Unit Manager

PERMITTEE: USDA Forest Service, Northern Region

By: JOSEPH ALEXANDER Digitally signed by JOSEPH ALEXANDER  
Date: 2024.06.11 11:29:56 -06'00'

JOSEPH G. ALEXANDER  
Director  
Recreation, Minerals, Lands,  
Heritage and Wilderness  
Forest Service  
Northern Region, USFS



## Attachment A: Road Map

## Attachment B: Road Use & Maintenance Specifications

### General Requirements:

GENERAL SPECIFICATIONS	
<b>ALIGNMENT</b> Minimum Curve Radius: Switchbacks: 50 Feet  Curves: As marked on the ground by USFS	<b>CUT SLOPE RATIO</b> Common excavation: 1:1 Angular Rock: 3/4:1 Solid Rock: 1/4:1  Maximum tolerance: plus 15% minus 0%
<b>ROAD GRADE MAXIMUM</b> Favorable: 12%  Adverse: 8%  Grades as shown in USFS plans for Mid Logan	<b>FILL SLOPE RATIO</b> Common material: 1-1/2:1 Angular rock: 1-1/3:1  Maximum tolerance: plus 15% minus 0%
<b>DITCHES</b> Width: 3 feet  Depth: 1 foot  Located as shown in USFS Mid Logan plans	<b>TURNOUTS</b> Length: 50 feet  Width: 10 feet  General spacing will be intervisible as topography allows.
<b>USABLE ROAD SURFACE</b> Tangents: 14 feet  Curves: 16 feet (radius over 75 feet) 20 feet (radius under 75 feet)  Switchbacks: 22 feet  Slough widening: (in addition to usable road surface) Tangents: 1 foot Curves and all fills over 6 feet height: 2 feet.	<b>TURNAROUNDS</b> Dimensions: large enough to safely turn around a long wheel base 2-wheel-drive pickup.  Location: at or near the end of all dead end roads.

## II. RIGHT-OF-WAY CLEARING

A. CLEAR LIMIT DEFINITIONS are shown in Section IX. SPECIFICATIONS AND DRAWINGS.

### B. CLEAR LIMIT MARKING:

1. Clear limits for all new construction will be flagged by Permittee prior to initiation of grubbing and clearing. A clearing width of 30 feet will be used. Clearing width may be adjusted as needed for turnouts, curve widening, or protection of cut and fill slopes to allow 5 feet beyond cut slope catchpoint or to the toe of the fill.

### **C. CLEARING REQUIREMENTS:**

1. Brush or trees on existing roads may be removed by sawing individual stems, cutting with a rotary brush cutter, uprooting with an excavator.
2. Inside the clear limits, but outside the road prism, trees and brush less than 20 feet tall and less than 3 inches in diameter that do not interfere with visibility or slope stability may be left.
3. All merchantable timber within the clear limits shall be cut to the specifications in the timber sale or road construction contract, and skidded to decks, or decked with an excavator, prior to earth moving.
4. Clearing procedures shall protect residual stands, prevent incorporation of construction slash into the road prism, and protect roadside appearance outside clear limits.
5. Grubbing will be limited to only those stumps and large roots within the road prism.

## **III. TREATMENT OF RIGHT-OF-WAY CLEARING MATERIALS**

### **A. GENERAL TREATMENT REQUIREMENTS:**

1. Road construction slash more than 3 inches in diameter and 6 feet long and all concentrations of slash which would adversely affect the stability of the road shall be disposed of by the methods described in this section.
2. Slash and debris shall not be placed in drainages, roadside ditches or heads of culverts where the flow of water may be obstructed and shall be removed if placed therein.
3. Lopping and scattering is defined as delimbing and sawing slash materials into lengths which will easily scatter to a maximum depth of 18 inches. Materials shall be scattered outside the road prism.
4. All slash to be disposed of by piling and burning shall be piled in burn bays and burned by the Permittee at locations that protect adjacent timber stands. Construction of piles will be of such size and at a sufficient distance from trees so that burning does not result in unnecessary damage to remaining trees. The Permittee may be required to purchase and remove any trees damaged by burning operations at current road use permit rates. If burning is incomplete the residue must be scattered or replied for burning.
5. Burning of slash will be conducted with necessary manpower and equipment on location to control the fires. No burning may be done without prior written approval of the Forest Officer. The Permittee shall obtain proper air quality clearance and burning permits prior to burning.

### **B. SIDESLOPES OF 35% OR LESS AND EXISTING ROADS:**

1. Disposal will be by hand or machine piling for burning.
2. Tree stumps, large boulders and cull logs may be scattered outside the road right-of-way clear limits if occurrence is infrequent and of scattered nature. Scattered stumps and boulders shall be placed away from trees and positioned so they will not roll. Minor concentrations of slash or individual trees may be disposed of outside of the road prism by lopping and scattering.

### **C. SIDESLOPES OF 35% AND GREATER:**

1. Treatment will be by excavator only, or by whole tree skidding to a decking area. Where topography and timber types permit, piling for burning is preferred.
2. Where piling is not practical, treatment will be by windrowing at the toe of the fill. Slash will be windrowed on a trail constructed at the bottom of the right-of-way. Slash will be trampled and covered with organic surface material taken from the road prism. Fill material may butt up against but not cover or bury the windrow.
3. Minor concentrations of slash or individual trees may be disposed of by lopping and scattering. Tree stumps, large boulders and cull logs may be scattered outside the road right-of-way clear limits. Scattered stumps and boulders shall be placed away from trees and positioned so they will not roll.

## **IV. EXCAVATION AND EMBANKMENT OF FILL MATERIALS**



#### A. EXCAVATION OF ROAD CROSS SECTION:

1. All grubbing and clearing shall be completed prior to the beginning of any excavation.
2. Surface organic layer and ash cap (surface reddish-brown soils with low gravel content) will be bladed to the side of the road and not incorporated into fills.
3. Wasted soils and organic layer will be shaped and spread to natural contours within clearing limit width if possible.
4. When excavating on tangents and when balanced section construction is indicated, the following table will be used as a guideline to determine if sufficient excavation of road solid has occurred. Tolerances for road solid will be +1.0 feet and -0.5 feet.

<b>TABLE B-3: EXCAVATION OF ROAD SOLID</b>			
<b>SIDESLOPE PERCENT</b>	<b>ROAD WIDTH</b>		
	<b>12 FT.</b>	<b>14 FT.</b>	<b>16 FT.</b>
	<b>FEET OF ROAD SOLID</b>		
5	8.7	10.1	11.4
10	8.8	10.2	11.5
15	8.9	10.2	11.6
20	8.3	9.5	10.8
25	7.8	8.9	10.1
30	7.6	8.9	10.1
35	7.8	9.0	10.2
40	8.1	9.2	10.6

#### B. EMBANKMENT OF FILL MATERIALS:

1. Fill materials shall be unfrozen and free of snow and ice.
2. Fill materials shall be sorted to remove large rocks over 6 inches diameter near the surface, which may interfere with surface blading.
3. Where possible all fill materials shall be applied in layers not to exceed 18 inches and each layer compacted with heavy equipment prior to application of the next layer.
4. If fill materials are too dry to allow compaction, watering of layers followed by heavy equipment compaction is required.
5. Gravel used for surfacing shall be compacted into place using loaded dump trucks or a vibratory drum roller if specified in the Road Log.

### V. ROAD MAINTENANCE

#### A. ROAD MAINTENANCE SCHEDULE AND REQUIREMENTS:

1. Road maintenance may be required on all native material or gravel roads used for hauling purposes.
2. Road maintenance is defined to include all operations listed under this section.
3. Initial maintenance of the roads shall be completed prior to use for logging and hauling.
4. The Permittee will determine the number, type, extent and frequency of intermediate maintenance operations needed to maintain effective road drainage before, during, and after road use. Road maintenance shall be repeated as needed to facilitate traffic and proper road drainage. The Grantor may require Permittee to perform maintenance if upon inspection road drainage is not functioning properly due to rutting or other surface conditions.

5. Final maintenance of the road system is required after all logging and hauling and prior to termination of this permit. Permittee will notify Grantor that use is completed, and request inspection.

## **B. SURFACE BLADING:**

1. Description: Surface blading is keeping a native or aggregate roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the crown or slope, shoulder, drainage dips, leadoff ditches, berms and turnouts, and provides a level of smoothness appropriate for the amount and kind of traffic served and consistent with existing surfacing.
2. Specifications:
  - a. The existing roadbeds, including turnouts, shall be bladed and shaped to reasonably conform to the designed cross section, and to eliminate ruts. Existing aggregate surfacing shall be bladed to conserve material and to prevent segregation of particle sizes. Rocks or other material remaining on the traveled way surface after final blading which are 4 inches or larger in size shall be removed from the road surface.
  - b. Roadside cutslopes should not be undercut when cleaning ditches or removing road sloughs. Berms shall be removed from road shoulders when blading, except where berms are located as part of road design.
  - c. Cutslopes that have been undercut may require backsloping, seeding and fertilizing.
  - d. At intersections, the roadbeds at side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces.
  - e. Drainage dips and leadoff ditches shall be cleaned and graded to form their previous line and grade.
  - f. Crowned roads should slope towards shoulders at least 2-5% (1/4-1/2 inch per foot road width) on native and gravel roads.
  - g. At intersections where side roads enter the main road and the entering side road exceeds +3%, shallow ditching across the side road may be required to divert surface runoff and protect the main road's stability.
  - h. The side-casting of road material into a stream, lake, wetland, or other body of water during road maintenance operations is prohibited in the SMZ.

## **C. DITCH CLEANING:**

1. Description: Ditch cleaning is removing and disposing of all foreign and slough material from roadside ditches to provide an unobstructed waterway conforming reasonably to previous line, grade and cross section.
2. Specifications:
  - a. Slough material removed from the ditch may be blended into existing native road surface or shoulder only if it is the same material as the road surface, or of limited amounts. Slough material that is not suitable for blending should be disposed of as directed by the Forest Officer.
  - b. Live vegetation and other organic material shall be removed and disposed of as directed by the Forest Officer.
  - c. Unstable stumps, rocks, leaning trees or other debris shall be removed from the cutslope as directed by the Forest Officer.

## **D. CULVERT MAINTENANCE:**

1. Description: Maintenance is work performed on inlets, outlets, catch basins, related channels, existing rip-rap, trash racks and any other facilities related to the drainage structure.
2. Specifications: Catch basins, outlets and energy dissipaters shall be kept functioning and cleaned of debris. Ends of culverts shall be kept straight and undamaged. Any washing alongside or underneath the culvert shall be repaired.

## **E. ROADSIDE VEGETATION MAINTENANCE:**



1. Description: Maintenance of roadside vegetation includes removal of brush, tree growth, deadfall or other obstructions to passage, safety or visibility, as such obstructions are present or develop during the permit period.
  2. Specifications:
    - a. All trees that have fallen across the road shall be removed from the road prism unless otherwise agreed upon. Merchantable timber, if any, shall be cut in appropriate lengths and decked along the roadside in locations where traveled way width or sight distances will not be impaired.
    - b. Brush and seedling trees that encroach upon the original road clear limits shall be removed when they reduce safe sight distances. Low shrubs and brush that do not restrict sight distance but provide cover and reduce erosion shall not be removed. Brush and seedling trees removed shall be lopped and scattered, or piled in openings.
- F. SNOWPLOWING:** If hauling occurs during the winter months, the Permittee will be required to plow snow to the following guidelines on all State and private roads.
1. Snow should be windrowed beyond the fill shoulder line.
  2. To protect the road surface, a 1 to 4-inch cushion of snow may be left on the road.
  3. At termination of use, the road will be prepared for spring runoff by opening drainage outlets through the plowed berms and by installing a snow-berm road closure.
  4. Tracked equipment will not be used to plow snow without prior written approval from the Forest Officer.
  5. The side-casting of road material into a stream, lake, wetland, or other body of water during snow plowing operations is prohibited in the SMZ.
- G. NOXIOUS WEED MANAGEMENT:** The Permittee may be required to perform noxious weed management on any of the roads designated as part of the haul route and on landings. Noxious weed management may include grass seeding, equipment washing and herbicide spraying.
1. Grass seeding, if required, is shown in GRASS SEEDING SPECIFICATIONS.
  2. All road construction equipment and equipment used in off-road logging activity must be pressure-washed by the Permittee and inspected by the Forest Officer prior to entering the sale area. This cleaning will remove all dirt, plant parts, and material that may carry noxious weed seeds into the sale area. Other equipment and vehicles entering and leaving the sale area shall be cleaned prior to start up and kept reasonably clean during the course of operations. All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in.
  3. If spraying is required in Attachment B, it shall be done by a commercial applicator licensed by the State of Montana or by personnel under the direct supervision of the licensed applicator. All herbicide applications shall follow EPA label requirements. Any weed control must comply with the current standards of the County Weed Board and as directed by the Forest Officer.
- H. DUST ABATEMENT:** The Purchaser may be required to perform dust abatement on any of the roads designated as part of the haul route. Any dust abatement must conform to current standards of the owner of the road.
1. If the Purchaser applies Magnesium Chloride or Calcium Chloride for dust abatement, the following specifications will be followed:
    - a. Dust abatement will be applied prior to summer hauling of logs.
    - b. Scarify road surface and grade to final grading specifications. A minimum of two inches of loose material is required on the road surface prior to applying the abatement.
    - c. The road surface will be moist to a minimum of depth of two inches or watered uniformly to moisten the road. If the road is watered, it will be done twelve to twenty-four hours prior to application of the abatement.

- d. The abatement will be applied at the rate of 0.25 gallons Magnesium Chloride per square yard or 0.20 gallons Calcium Chloride per square yard, followed immediately by another application at the same rate, for a total of 0.5 gallons Magnesium Chloride per square yard or 0.4 gallons Calcium Chloride per square yard.
- e. Chemical abatement will not be applied for 50 feet on either side of any stream crossing.
- f. Additional treatments using water may be required if deemed necessary by the Forest Officer.

#### I. TRAFFIC CONTROL AND WARNING SIGN SPECIFICATIONS:

1. The Permittee shall furnish, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Suitable warning signs shall be provided to properly control and direct traffic.
2. All road barricades, warning signs, lights, temporary signals, flagger and pilot car operations and equipment, and other protective devices, shall conform with the specifications in the Manual on Uniform Traffic Control Devices (MUTCD).

#### VI. GRASS SEEDING SPECIFICATIONS

1. Fertilizer and seed may be applied with a hand spreader or power blower, which adjusts to distribute seed evenly at the specified rate in the Forest Service Timber Sale Contract. Seed and fertilizer shall be applied separately. Mixing of seed and fertilizer is prohibited.
2. Seed and fertilizer shall be applied to cut and fill slopes as soon after construction as is practicable, and apply grass seed to the road prism after final blading. In the event weather conditions or time of year are not conducive for successful seed establishment a different application schedule may be used.

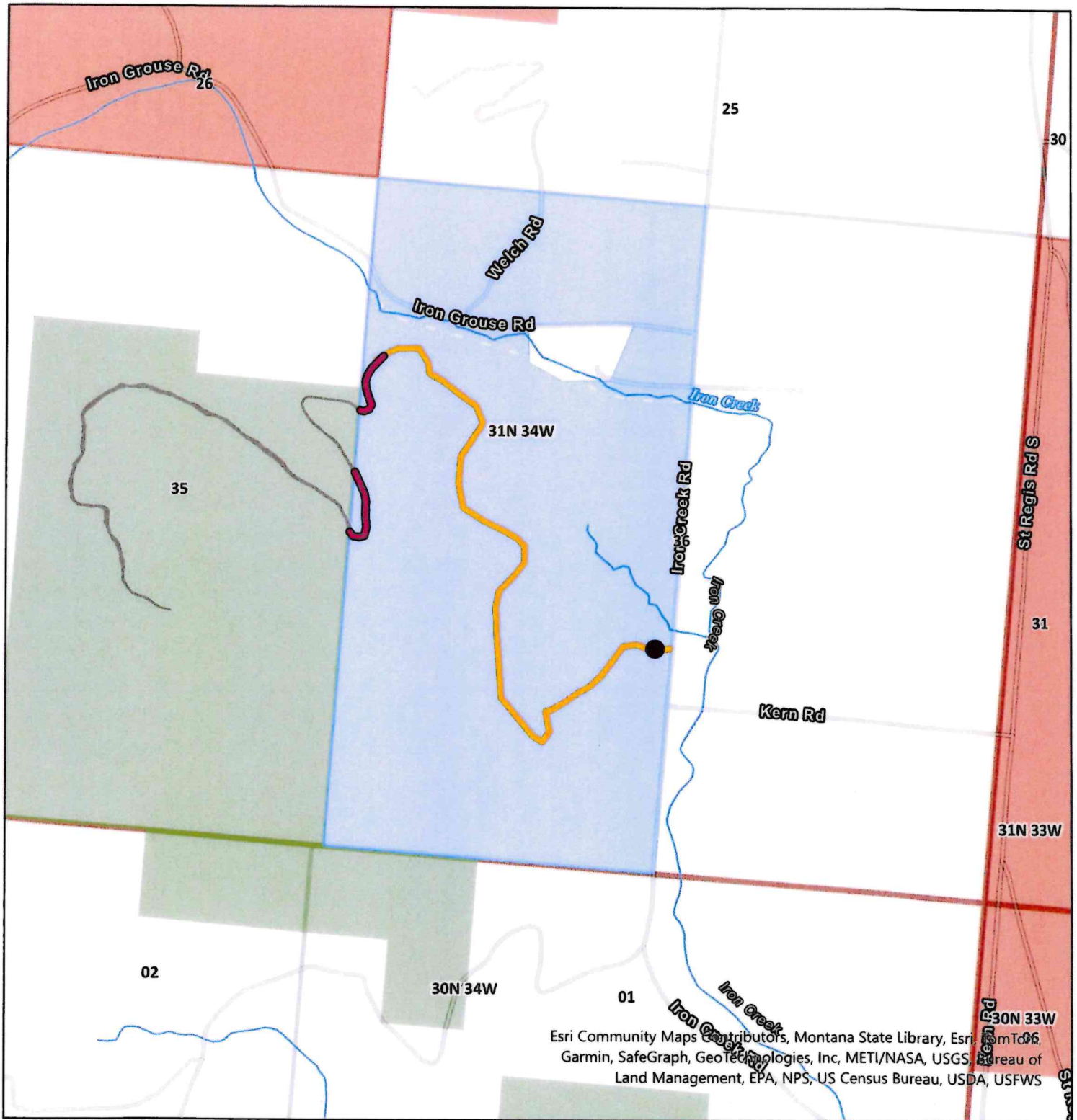
SEEDING FOLLOWING NEW ROAD CONSTRUCTION AND FINAL BLADING	
Areas shown in this table (Permitted roads on state land; See attachment A) shall be seeded and fertilized within 15 calendar days after completion of final road blading and shaping.	
SEED MIXTURE - SEEDING FOLLOWING FINAL BLADING	
Species	Pounds per acre
Blue wildrye grass	8
Bluebunch wheatgrass	4
Slender Wheatgrass	4
Mountain Brome	4
Sterile Wheatgrass	6
Total Pounds mixed seed per acre	26



# Temporary Road Use Permit US Forest Service - Trojan Defense Timber Sale

Attachment A

W/2 Section 36, T31N, R34W



- DNRC Trust Lands
- US Forest Service
- Stimson Lumber

- Permitted Road - Existing
- Permitted Road - New
- Gate

0.3  
Miles



Esri Community Maps Contributors, Montana State Library, Esri, TomTom, Garmin, SafeGraph, Geotitles, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

**State of Montana**  
**Permit to Harvest and Remove Forest Products**

Revised: 4-9-03

<b>Permit No:</b>	<u>L16474</u>	<b>Land Office:</b>	<u>Northwestern</u>
<b>Permit Name:</b>	<u>Trojan Defense ROW</u>	<b>Unit Office:</b>	<u>Libby Unit</u>
<b>Date Issued:</b>	<u></u>	<b>County:</b>	<u>Lincoln</u>
<b>Expiration Date:</b>	<u>June 30, 2029</u>	<b>Legal Description:</b>	<u>W1/2 Sec. 36, T31N, R34W</u>

**Permittees Name:**  
 United States of America, acting through the  
 Forest Service, Department of Agriculture  
**Tax ID or Social Security Number:**  
 N/A

**Permittees Home Address:**  
 Washington DC, 20001

**Permittees Mailing Address: (If different than home address)**  
 Kootenai National Forest, 31374 US Hwy 2, Libby MT 59923

<b>Product Sold:</b>	<u>Sawlogs</u>
<b>Unit of Measure:</b>	<u>Tons</u>
<b>Number of Units Sold:</b>	<u>50</u>
	<u>\$20 / ton</u>
	(stumpage =
<b>Cost per Unit:</b>	<u>\$15.68 / ton and</u>
	<u>Forest</u>
	<u>Improvement =</u>
	<u>\$4.32 / ton)</u>
<b>Value of Product Sold:</b>	<u>\$1,000.00</u>
<b>Other Fees:</b>	<u>N/A</u>
<b>Total Value of Permit:</b>	<u>\$1,000.00</u>

1. Stipulations and Specifications:
  - a. This permit must be in the possession of the Permittee at all times and a copy must accompany each load of products leaving the permit area.
  - b. Truck tickets and load accountability: (list or NA)
  - c. No refund on advance deposits will be made.
  - d. Slash will be treated by the Purchaser to meet fire hazard reduction standards by lopping and scattering, and/or piling.
  - e. Any damage caused to fences, telephones lines, bridges, roads or other improvements on the permit area will be repaired by the Purchaser immediately upon notification from the Forest Officer that repairs be made.
  - f. Vehicles, including off-road vehicles, are restricted to established roads and skid trails, All road closures shall be honored.
  - g. Other:
2. This Permit shall be terminated for noncompliance with any of the above Stipulations and Specifications.
3. This Permit is not exclusive and non transferable.
4. Attachments made a part of this permit: A (Map)

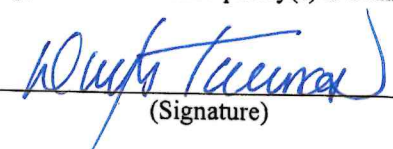
**All of the following items must be checked off prior to signing of the Permit:**

Access to site Obtained: (**Yes** or NA) ☒ Total Value of Permit Paid in Full (Yes) ☐

**\*\*\*IMPORTANT: READ BEFORE SIGNING\*\*\***

**LIABILITY FOR LOSS OR DAMAGE.** Permittee shall be liable to Grantor for, and hereby covenants to pay for, all loss or damage to any Grantor property, real, personal, or otherwise, caused by or resulting from Permittee's or the Permittee Parties' exercise of rights hereunder. Permittee shall impose on its agents, contractors, subcontractors and assigns, liability to Grantor for all loss or damage to any Grantor's property, real, personal, or otherwise, caused by or resulting from those persons' acts or omissions or exercise of rights pursuant to this Permit. As required in the associated temporary road use permit (TRUP-305-2400047), contractors and subcontractors shall carry liability insurance. A copy of the insurance policy(s) is available upon request.

Permittee: JOSEPH ALEXANDER Digitally signed by JOSEPH ALEXANDER  
Date: 2024.06.11 11:30:31 -0600  
 (Signature)

Issued by:   
 (Signature)