



Direct Sales, Personal Use Permits, and Firewood Permits

In accordance with [Executive Order 2020-02, Transparency in Agency Guidance Documents](#), guidance documents promulgated by the department are not new laws. They represent an interpretation of existing law, except as authorized by Idaho Code or incorporated into a contract.

This document may reference other documents that are not currently available online. Copies of these reference documents may be obtained by filing a public records request at <https://www.idl.idaho.gov/public-records-request>.

Agency Contact

Timber Management Bureau Chief

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A. Direct Sales

Direct sales of timber not exceeding 100 MBF or \$15,000.00 may be made upon the approval of the Area Manager. If either the volume or value limit is exceeded, the sale will be sold using timber sale procedures. To deviate from this policy, the Area must provide a written request with justification to the Bureau of Forest Management (FMB). Direct sales will only be used to harvest isolated or bypassed parcels of insufficient value or volume to justify an advertised sale. Any deviation from this policy must be approved in advance by the FMB. Direct sales will not be used where public interest indicates that two or more parties may be interested in bidding on the products offered for sale. Should general inquiry indicate bidding interest, use timber sale procedures.

Direct sales will not be individually listed on the annual sales plan. The number and volume offered should be governed by the ability of the Supervisory Area (Area) to administer them. If timber sales are keeping the timber management personnel fully occupied, then direct sales will have a low priority. Direct sales will be sold on a lump sum basis.

Lump sum means:

- The Department designates timber to be harvested.
- The Department makes its best estimate of the value of the designated harvest material using appropriate cruise methods and current market information.
- The Purchaser makes his own evaluation of the material to be harvested and the price to be paid.
- Once the sale contract has been executed, values and volumes cannot be changed. Under no circumstances will additional volume be provided on the sale, or on future sales, if the designated harvest material turns out to be less volume or value than what was sold. Additionally, no volume or value adjustment will be made in cases of overrun.

In short, lump sum sales are sold on a “buyer beware” basis, with no assurance of actual volume or value on the part of the State.

Procedures

Direct sales will require the preparation of a brief sale report. Use the Direct Sale Report form uploaded to Section S – Forms of the TM Manual. See Appendix S-2 for an example of a Direct Sale Report.

If the hazard points will be more than 5 points and hazard offset work will be required, then a slash plan will be prepared and submitted with the sale according to procedures in Section E of this manual.

A fire suppression fee will be collected on all direct sales. (\$0.12/MBF or \$0.021/Ton)

A Slash Withholding Variance Letter shall be prepared (Appendix S-6 for endowment sales and Appendix S-7 for non-endowment sales).

Purchaser required slash reduction work will be included in the appraisal. Endowment sales will not charge additional slash reduction fees.

When a direct sale has been prepared and an interested party located, the Area will execute a direct sale contract S-1 Direct Sale Contract Form. (see example in Appendix S-1). The completed forms are forwarded to the FMB along with payments or deposit slips, Slash Withholding Variance Letter, Slash Plan (if applicable), and appropriate maps. See Section A for distribution of forms. Consistency on all contract-related documents is required. The Area must ensure that the Purchaser company name and address is identical on all documents and matches what is registered with the Secretary of State's Office. Sole proprietors or those contractors operating an Assumed Business Name which is the same as the contractor's name (i.e. Johnny Tremain Logging) are not required to register with the Secretary of State.

Terms and Conditions

Use standard special terms when applicable. This ensures consistency and ease of enforcement. Trees will be marked or designated in a clear, understandable and enforceable manner. The preferred method will be tree marking. Tree marking color must be specified. Use a different color paint if prior marking/harvesting is present. All marked trees must have an easily visible stump mark.

Special terms and conditions will be on separate attached sheets. The terms on direct sales will generally be abbreviated substantially from the timber sale terms. Include only terms necessary to ensure satisfactory sales performance.

Attach a copy of Exhibit B, Instructions for Using Load Tickets (see TM Forms Section F – Scaling) to each direct sale.

Maps / Boundaries

The sale map must clearly designate the sale boundary, show roads and streams, and access route to the sale area. If the sale boundary cannot be readily distinguished by topographical features (stream, ridge, road), then the sale area must be marked by paint or signs. Maps are to be printable in black and white for ease of copying.

Cruise Summary

The summary of cruise and copies of field cruise notes will be retained in the Area file. The Area will use a method of cruise or volume determination which is appropriate for the value and distribution of the timber and the stand condition.

Bonding

An acceptable performance bond in the amount of 30% of the stumpage value (rounded up to the nearest \$100) or a minimum of \$100, whichever is larger, will be required on all direct sales. Any deviation from this policy must be approved in advance by the FMB.

Payment / Insurance

The contract will not be consummated by the State and sale activities will not commence until all necessary payments are made and insurance requirements are in order. An exemption affidavit must be completed for each sale whenever the Purchaser claims an exemption from Workers' Compensation insurance (see Appendix X-2).

Rights-Of-Way

All rights-of-way need to be acquired and confirmed prior to selling a sale. The Area should obtain rights-of-way from their industrial partners (PotlatchDeltic, Molpus, Hancock, Stimson, and USFS), while the Purchaser should obtain rights-of-way from private landowners. In instances where private landowners refuse granting access directly to the Purchaser, the Area may secure access. This should be the exception rather than the rule. While this is not the State's responsibility, it is a good policy to ensure that activities on our land do not adversely affect adjacent property rights (i.e. unsatisfactory FPA compliance on skid trail or road access).

Certificate of Compliance

Complete the Certificate of Compliance in accordance with instructions in Section E of this manual.

Duration

Initial duration of direct sales shall be six months. Although one extension is permitted, contracts will only be extended in extreme circumstances. A direct sale extension will be for an additional six months with no further extensions allowed. Extensions shall be in the form of a letter from the Area Manager to the Purchaser documenting the new expiration date. A copy of the letter will be sent to the FMB. No extension fees will be collected.

Load Ticket Accountability

Load tickets must be requested and received on all direct sales prior to the commencement of harvesting activities. Follow procedures in Section F of this manual.

Load ticket requests will be sent to the Scale Clerk at the FMB along with the first page of the direct sale contract and copies of the policies for general liability, automobile liability, and workers compensation. The request for tickets shall include the number of tickets requested. Load tickets will not be issued until all necessary paperwork is received as specified above.

Upon receipt of the direct sale contract information the FMB Scale Clerk will create the tickets in Navision and email a PDF file of the tickets to the requesting Area. The Area will then use ticket materials provided by the FMB to print the tickets on an Area printer. Direct sale load tickets will be a three part ticket like scaled timber and salvage sale load tickets, but will be a different color for ease of verification when seen in transit on log trucks. Load tickets for direct sale products hauled in van trailers will be a two part chartreuse colored load ticket.

The PDF file of the load tickets will show the entire first half of the ticket number series sequentially on the left side of the page and the second half of the number series sequentially on the right side of the page. All ticket orders must be an even number of tickets. For example a request for 10 tickets will print out to have pages showing tickets 1 and 6, 2 and 7, 3 and 8, 4 and 9, and 5 and 10 on each page respectively. Tear the pages in half lengthwise along the perforation and assemble a ticket book so the ticket number series is in numerical order. Request new ticket materials when needed as supplies are used. Once the tickets are successfully printed the PDF file of the tickets will be deleted by the Area.

Tracking of direct sale load tickets will be done by the Senior Scaler working at the Areas in coordination with the Forester-in-charge (FIC). The exception to this is the Eastern Idaho Supervisory Area where the Lands Resource Supervisor-Forestry will be responsible for tracking load tickets.

The direct sale FIC or other FMB authorized Area persons will be responsible for the following:

- a. Requesting printing and issuance of all direct sale load tickets.
- b. Securing load tickets and receipts in a safe and secure location.
- c. Completing and retaining a load ticket receipt for load tickets issued to the FIC.
- d. Ensuring that receipts for load tickets issued and receipts for load tickets returned are in the direct sale file at the Area.
- e. The FMB Scale Clerk maintains a list for each Area of the persons authorized to request direct sale load tickets. Only those persons may request the load tickets.

The FIC will be responsible for:

- a. Requesting direct sale load tickets from the Area authorized persons three working days ahead of needing the load tickets.
- b. Delivering and receiving load tickets to and from the sale Purchaser and distributing copies of the load ticket receipts. Load tickets shall not be issued to the Purchaser until all payments are received and the contract is signed by the Area Manager. A photocopy of the load ticket receipt shall be retained in the Area's direct sale file. The three-part receipt shall be distributed as follows:
 - 1) White copy to the FMB
 - 2) Yellow copy to the Senior Scaler
 - 3) Pink copy to the Purchaser
- c. Preparing and sending any billing letters for load tickets penalties as specified below:

Penalty Schedule for Direct Sales:

(Included in Exhibit B, Instructions for Using Load Tickets)

- a. Lost sawlog load ticket: Average volume per load X highest value species on the contract.
- b. Failing to properly paint and/or ticket all sawlog or pulp loads:
 - 1) First Offense for sawlog loads:
 - a) No load ticket but painted: \$150.00
 - b) No load ticket or paint: Twice the average volume per load X the highest value species on the contract (double stumpage)
 - 2) Second Offense:
 - Cancellation of direct sale, forfeiture of bond, and no future direct sales for the Purchaser.
- c. Lost forest products van load ticket:
 - Double the highest ton stumpage rate for the product being hauled X the highway net legal load for the truck/trailer combination or \$50, whichever is greater, but not to exceed \$150.

Inspections

Timber Sale Inspection Reports are required on all sales. Follow instructions in Section O of this manual.

Direct Sales within Timber Sales

Direct Sales for materials not originally included within a timber sale may occur under the following conditions:

1. The Area shall carefully consider whether or not to wait until all timber sale contractual requirements are met before offering a direct sale.
2. The Area of the direct sale must have all timber sale contractual requirements completed with the possible exception of final road maintenance where access roads will be shared by both Purchasers.
3. The FIC must complete an inspection report in which the timber sale Purchaser is cleared of all future responsibilities from the specifically named unit(s) except, where required, for final road maintenance. If the timber sale Purchaser still has road maintenance requirements, the FIC and Purchaser Representative shall agree in writing upon the cost remaining to meet final road maintenance costs prior to the initiation of any subsequent direct sale.
4. The Area will provide a letter to the Purchaser stating which unit(s) is/are released and authorizing a direct sale within the original timber sale area boundaries (see Appendix S-8).
5. Performance bonding for the timber sale shall remain as stated in the timber sale contract.
6. Road maintenance of all roads utilized by the direct sale must have final road maintenance prior to cancellation.
7. If road maintenance obligations remain for the timber sale Purchaser, the direct sale must be completed prior to cancellation of the timber sale, except as noted in #8 below.

8. If the timber sale Purchaser has completed final maintenance of the roads accessing the direct sale area then the direct sale Purchaser shall have responsibility for any required road maintenance. In this circumstance, the timber sale may be cancelled prior to the direct sale.

Cancellation

When field operations have been satisfactorily completed, a Sale Completion Report will be completed in accordance with instructions in Section Q of this manual. See TM Manual Section A for document distribution.

File Retention

The Bureau is the office of recordation. See TM Manual Section A for documentation and distribution.

The Area is to retain the following information (paper or electronic) in the Area's office:

1. Direct Sale Contract with Terms of Sale (original signature)
2. Direct Sale Report
3. Slash Plan (if required)
4. Slash Disposal Compliance
5. Sale Completion Report
6. Certificate of Clearance for fire hazard management
7. Map(s)
8. Stumpage Appraisal
9. Extension Letter to Purchaser (if any)
10. Record of load tickets issued and returned (the book copy, used State copy and unused tickets should be retained until internal audit is completed at which time, scaling will shred all tickets)
11. Any other pertinent material of sufficient value for retention as determined by the Supervisory Area.
12. Cruise Summary
13. Cruise filed notes

The cancelled file will be retained in the Area office for four years.

B. Personal Use Permits

Small volumes of forest products, not exceeding \$500 in value, may be sold using the Personal Use Products Permit form (Appendix S-3), provided that the material sold is used only for the personal use of the permittee. Personal use permits should not be used to sell firewood unless the firewood is being sold along with other products. For example, two cords of firewood should be sold using a firewood permit. Cedar posts and rails as well as two cords of firewood should be sold using a personal use permit.

Personal Products Permit Number

Section A of this manual describes the numbering system for this type of permit. The Area will maintain a personal use permit number log in the same format as one used for direct sales. An example of a personal product permit number is:

PU420001 = Area 42 permit number 1

Number of sales per individual

There is no limit on the number of permits that can be issued to one individual in a calendar year, provided the material is classified as “dead or down.” If the material is classified as “living or green,” then no more than two permits per year may be issued to one individual. The issuing of permits will be limited by the Area’s ability to administer them. The products may not be sold or traded to another individual.

Duration

Permits will not exceed three months in duration with the provision that an extension, of an additional three months, may be granted by the Area in extreme circumstances. A copy of the extension letter will be sent to the FMB. In no case will the initial permit period, plus the extension period, exceed six months. If materials purchased are not removed during this time, the monies are automatically forfeited to the State without any further action.

Material Sold

Examples of the types of material that may be sold using the personal use products permit are:

- a. Standing, green, defective cedar trees not suitable for sawlogs.
- b. Corral poles, cedar posts, rails, pickets, car stakes, houselogs, bear grass, willows, and any dead or down material.

The value of material sold should be based on the local market. Some minimum prices are listed in Appendix S-5. Areas may want to coordinate with adjoining Areas and their Operations Chief when establishing values for personal use permit products.

Personal use permits will be sold on a lump sum basis only.

Bonding

There are no provisions for collection of bonding on a personal use permit. If the Area determines that circumstances make bonding advisable, the material should be sold by direct sale as outlined above.

Payment

Payments may be made in the form of cash, certified check, or personal check at the discretion of the Area and is payable in lump sum at the issuance of the permit. Permits will not exceed \$500 in value.

Payment, or the bank deposit showing payment, must be forwarded, via mail or email (**IF EMAILED DO NOT MAIL HARD COPY**) to the Coeur d’Alene Staff Office along with a copy of the completed and signed permit.

Cancellation

No cancellation report is required for personal use permits. The FMB will terminate personal use permits on or shortly after the expiration date.

C. Firewood Permits

- a. Areas may dispose of dead or down timber to the general public as personal use firewood. Firewood is dead timber or trees not suitable or economically viable for sawing, manufacturing, or processing.
- b. Firewood cut for commercial purposes (resale) will be sold using timber sale or direct sale procedures.
- c. Firewood permits will not be issued on active timber sale contract areas without prior written permission from the sale Purchaser.

Procedures

- a. Firewood permits are used to authorize removal of firewood from State endowment lands. Use the firewood permit form (Appendix S-4).
- b. Per cord permit fees are established by the Area and shall not be less than the minimum price per cord established in Appendix S-5. Each Area should coordinate the price per cord with adjoining Areas in consultation with the Operations Chief. Final price per cord should be in the best interest of the State. Use only one rate per cord.
- c. All firewood is sold on a cord unit of measure. A single permit shall not be issued for less than \$20 nor exceed a maximum of 10 cords. Additional cords shall not be added to an existing permit.
- d. Instructions for completing the firewood permit Appendix S-4 are self-explanatory. Input the information on the input tab and the form will be filled in automatically. Each Area may add additional tabs for any attachments they may want to have included with the firewood permit. For example, a map of firewood areas.

Firewood permit numbers: The Area will maintain a firewood permit number log. The numbers will be consecutive and will start over each calendar year. The number will consist of the area number, four digit calendar year and a four digit consecutive number. The Area issuing the permit will use their numbering system regardless of the firewood location.

Example: 4020100020 = Area 40, 2010, permit no. 20.

- e. Payment, or the bank deposit showing payment, must be forwarded, via mail or email (**IF EMAILED DO NOT MAIL HARD COPY**) to the Coeur d'Alene Staff Office along with a copy of the completed and signed permit.
- f. The FMB will perform a yearend audit to ensure that all consecutive firewood permits have been received at the FMB.

References

1. Idaho Code 58-402, 406
2. IDAPA 20.02.14 Rules for Selling Forest Products on State-Owned Endowment Lands

IDAHO DEPARTMENT OF LANDS
DIRECT SALE CONTRACT

SALE NO: DS-41-0234 SALE NAME: White Schwartz

FIRE PROTECTIVE DISTRICT: 410 Ponderosa FPD DATE OF SALE: 12/31/2018
code name

COMPLIANCE NO: 58883C OPT: 5 EXPIRATION DATE: 6/30/2019
6 months from Date of Sale

County: _____

SUBDIVISION	SEC.	TWP.	RGE.	ACRES
Pt SENE	32	41N	02W	8
TOTALS				8

ENDOWMENT FUND	%
PS	100
Total	100

The parties to this contract are the State of Idaho, acting through the Department of Lands, hereinafter called the State, and Aaron Downing Logging LLC of P.O. Box 2024 Orofino, ID 83544, hereinafter called the Purchaser. The State agrees to sell and the Purchaser agrees to purchase the following described forest products located on the state lands described above.

CODE		UNIT of MEASURE	PRICE per UNIT	TOTAL MEASURE	STUMPAGE VALUE
SPECIES	PRODUCT				
GFHAF	SAWLOG	MBF	\$ 129.70	71.00	\$ 9,208.70
CED	SAWLOG	MBF	\$ 676.52	1.00	\$ 676.52
DFL	SAWLOG	MBF	\$ 232.51	1.00	\$ 232.51
GFHAF	PULP	MBF	\$ 10.00	25.00	\$ 250.00
					\$ -
					\$ -
					\$ -

STUMPAGE VALUE TOTAL				10367.73	
Bonding Information	VOLUME TOTALS			98 MBF	
				0 TON	
				0 CD	
				0 LF	
				0 PIECE	
	PERFORMANCE BOND				\$ 3,200.00
	<i>(minus) BONDING FROM OTHER SOURCES</i>				
	FIRE SUPPRESSION ASSESSMENT (MBF \$0.12)				\$ 11.76
	FIRE SUPPRESSION ASSESSMENT (TON \$0.021)				\$ -
	FIRE SUPPRESSION ASSESSMENT (CD \$0.06)				\$ -
FIRE SUPPRESSION ASSESSMENT (LF \$0.00042)				\$ -	
FIRE SUPPRESSION ASSESSMENT (per PIECE)				\$ -	
SLASH REDUCTION RATE					
<i>(Non Endowment sales only)</i>					
TOTAL DUE				\$ 13,579.49	

The Purchaser shall cut and remove said forest products in strict accordance with all conditions and requirements on the attached terms of sale and/or map, which are hereby made a part of this contract.

The Purchaser will provide, at the time of sale, a performance bond in the amount shown above, which will be held as earnest money for full and faithful compliance with all said conditions and requirements. Unless an extension of time is granted, all timber shall be cut and removed and the requirements of this contract satisfied on or before the expiration date.

The Purchaser will provide at the time of sale, payment for fire suppression assessment at the rate of \$0.12/MBF or equivalent.

IDAHO DEPARTMENT OF LANDS
DIRECT SALE CONTRACT

SALE NO: DS-41-0234

SALE NAME: White Schwartz

- I. NOTICE PRIOR TO OPERATING: The Purchaser shall give the State (Forester-in-charge) at least three business days written notice before cutting operations commence on any area. Such notice shall be required prior to the initial operations and any subsequent operations following an operation shut down.
- II. DAMAGES ASSESSED FOR UNAUTHORIZED CUTTING: If a forest product not authorized for removal is cut, destroyed or damaged by the Purchaser, his agents, employees or subcontractors, and the forest product contains merchantable material, the Purchaser shall pay the State as damages a sum equal to triple the contract price, based on a scaling or measurement of said forest products by the State, plus the actual cost of scaling or measurement.
- III. DAMAGES ASSESSED FOR UNAUTHORIZED ACTIVITY: If the Purchaser, his agents, employees, or subcontractors conduct any operation(s) during a period when he has been notified in writing by the State (Forester-in-charge) not to conduct such operation(s), the Purchaser will be assessed damages of \$500.00 for each day the operation(s) continues. Subsequent or continued violation shall constitute authorization to terminate the contract.
- IV. DAMAGES ASSESSED FOR LOAD TICKET NONCOMPLIANCE: Damages shall be as per Exhibit B, Instructions for using Load tickets.
- V. BREACH OF CONTRACT: In the event the Purchaser violates or breaches any terms of this contract, the State shall have the right to suspend operations of the Purchaser hereunder by order of the Forester-in-charge followed by written notice with five working days. If such breach is not remedied within 30 days after such written notice, the State may terminate this contract, and the Purchaser shall have no further rights. Upon such termination, the State shall enter a forfeiture of the contract and all monies paid by Purchaser hereunder may be forfeited upon order of the State and action may be taken to recover damages from the Purchaser
- VI. SECURITY AGREEMENT: The State (secured party) hereby retains a security interest in the forest products sold to the Purchaser (debtor) under this contract and any subsequent modifications of this contract. The collateral shall consist of all forest products, including timber cut or to be cut, as described at the location identified in this contract or any addendum attached hereto. Rights, liabilities, and breach of contract by the Purchaser shall be determined in accordance with this contract. Signature of the parties to this contract shall constitute express approval of this security agreement.
- VII. CONTRACT PERIOD AND EXTENSION: All forest products purchased hereunder shall be cut and removed from the described premises prior to the expiration date unless an extension is granted by the State. At the end of the period or the last extension thereof, all forest products remaining upon said premises shall be the property of the State, and Purchaser's right to go upon said lands for the purpose of cutting and/or transporting any forest products shall terminate.
- VIII. ASSIGNMENTS: This contract shall not be assigned without prior written approval of the State.
- IX. CANCELLATION: No cancellation, termination, or forfeiture under any provision of this contract shall relieve the Purchaser from liability to pay all costs and assessments due or payable under this contract at the time of such cancellation, termination or breach of contract.
- X. RESPONSIBILITY:
 - A. The Purchaser shall not be considered an agent of the State in any manner whatsoever. The Purchaser agrees to conduct its activities upon the premises so as not to endanger any person thereon and in accordance with Idaho Minimum Safety Standards and Practices for Logging.

IDAHO DEPARTMENT OF LANDS
DIRECT SALE CONTRACT

SALE NO: DS-41-0234

SALE NAME: White Schwartz

- B. The Purchaser shall assume the liability for any damages, including damages caused by fire, or injury which results from the logging operation, and shall indemnify, save harmless and defend regardless of the outcome the State of Idaho, its officers, agents, and employees from the expenses of and against all suits, actions, claims, or costs and expenses and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations, neglect, or misconduct of the Purchaser, the Purchaser's employees, contractors, subcontractors, agents, or guests; or from any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.
- C. The Purchaser shall obtain and retain in force for the duration of this contract a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Purchaser shall be primary insurance. The insurance policies shall protect the Purchaser and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this contract whether such operations be by the Purchaser, the Purchaser's employees, contractors, subcontractors, agents, or guests. Each policy shall provide for a limit of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 in the aggregate.
- D. The Purchaser shall carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Purchaser.
- E. Upon execution of this contract, the Purchaser shall furnish a copy of insurance policies and insurance certificates showing proof to the State of current coverage. All insurance policies and certificates must be signed copies. The Purchaser will keep in force all required insurance until termination of this contract.
- F. The Purchaser shall be required to give the State 30 days' written notice prior to expiration or material change of any or all insurance policies and immediate written notice upon cancellation of any or all policies.
- XI. ROAD MAINTENANCE: Access roads shall be maintained to acceptable standards as determined by the State (Forester-in-charge). Maintenance work shall include keeping the road surface graded, the berm on the outside edge removed, the inside ditches open, culverts and culvert catch basins clean, sediment traps maintained, and watering for dust abatement purposes as needed. Side casting of surface material shall be minimized by spreading the material on the road surface. Damaged culverts will be repaired or replaced at the Purchaser's expense. The cross-ditching and road maintenance shall be done in a satisfactory manner or the State will hire it done at the Purchaser's expense. All roads designated by the State (Forester-in-charge) will be barricaded to vehicular traffic.
- XII. GATE CLOSURES: The Purchaser shall be responsible for maintaining any and all gate closures accessing the sale area during periods when public access is restricted. The Purchaser will provide a lock to provide access during these closure periods. In the event that a gate is inadvertently left open, the Purchaser will be responsible for any and all damage due to public traffic caused to roads behind the gate.
- XIII. PROTECTION OF IMPROVEMENTS: Damage to fences, cattle guards, gates, and other improvements will be repaired immediately. Repairs shall be made to the previous conditions as determined by the State (Forester-in-charge) or the State will hire the work done at the Purchaser's expense.
- XIV. LOAD TICKET INSTRUCTIONS: See attached Exhibit B, Instructions for Using Load Tickets.
- XV. WASTE MATERIALS: Waste materials from logging operations such as crankcase oil, filters, grease, and all containers, machine parts, wire rope and other matter foreign to the natural woodland environment, shall be removed from state land and disposed of at the end of each day's operation. Failure to remove waste in a timely manner will result in removal by the State at the expense of the Purchaser.

IDAHO DEPARTMENT OF LANDS
DIRECT SALE CONTRACT

SALE NO: DS-41-0234

SALE NAME: White Schwartz

XVI. COMPLIANCE WITH FEDERAL LAW, RULES AND REGULATIONS OF THE STATE BOARD OF LAND COMMISSIONERS, AND IDAHO CODE: The Purchaser shall comply with all laws and regulations of the United States, and all state laws and rules including but not limited to the following:

- A. The Idaho Forestry Act, Idaho Code, Title 38, Chapter 1.
- B. The Idaho Forest Practices Act, Idaho Code, Title 38, Chapter 13.
- C. The Idaho Stream Channel Alteration Act, Idaho Code, Title 42, Chapter 38.
- D. Transportation of Forest Products, Idaho Code Sections 18-4628, 18-4628A, 18-4629, and 18-4630.
- E. Rules for Selling Forest Products on State Endowment Lands, IDAPA, Title 20, Chapter 10.
- F. Log Export Prohibition, Title 16 U.S. Code Sec. 620: Conservation (2004) and Title 50, Appendix 2406 i. The export of raw logs to a foreign country shall be prohibited from all Idaho State public lands. Substitution of State logs for private logs going to export is also prohibited. Violation of this prohibition shall be a contract violation and subject to penalties of triple the gross stumpage value and suspension from bidding on future state sales for up to 3 years.

XVII. EROSION CONTROL: Erosion control measures shall be installed as operations progress, at the end of each logging season, prior to freezeup when winter logging is anticipated, or as directed by the State (Forester-in-charge).

XVIII. STRUCTURES: Any logging camp or other structure temporarily erected on state land in conjunction with this sale must have the prior approval of the State, and the Purchaser shall abide by all terms of a permit issued therefore by the State.

XIX. CIVIL RIGHTS: The Purchaser shall not discriminate against any person on the basis of such person's race, creed, color, sex, national origin or handi-cap.


XX. INTERPRETATION: The paragraph or section headings are provided solely for the convenience of reference and are not intended to alter, limit or define the intent of the parties as expressed by the remainder of the text

XXI. SPECIAL TERMS OF SALE: (See Attached)

I agree to all conditions and stipulations set forth hereon.

Receipt of \$ 13,579.49 in payment hereof is hereby acknowledged.

Dustin T. Miller
Director, Department of Lands



Purchaser

BY 

Area Manager

Aaron Downing

Print Name

Jason Svancara

Print Name

TERMS OF SALE

White Schwartz
DS-41-0234

12/31/2018

SPECIAL TERMS:

1. All trees marked with a band of pink paint shall be felled and merchantable products removed.
2. Logging practices which minimize damage to soil, reproduction, and reserve timber shall be required.
3. Stump height shall not exceed 12 inches above ground level as measured on the uphill side of the tree or as specified by the State (Forester-in-charge).
4. Limbing and topping shall be done **at the landing**.
5. Landings will have slash and logging debris scattered or piled as approved by the State (Forester-in-charge).
6. The location and use of new and existing skid trails shall be approved by the State (Forester-in-charge).
7. Landing and decking locations shall be approved by the State (Forester-in-charge) prior to construction or use.
8. Logging operations shall not be conducted when conditions are such that excessive soil compaction, erosion, or tree damage will result, as determined by the State (Forester-in-charge).
9. Erosion control specifications will be as follows:
 - a. Erosion control measures shall be installed as operations progress.
 - b. Cross-ditches installed in roads and skid trails shall slope diagonally out and down grade at an adequate angle to divert water from the road or skid trail. Each ditch shall be cut into the roadbed, tied to the cut bank, sloped to the shoulders, open at the lower end, and capable of diverting water flow completely off the road at that point.
 - c. Cross-ditch spacing shall be approximately as follows:
1-4%, 150 feet; 5-10%, 100 feet; and 11% and greater, 50 feet.
10. Logging will proceed in a systematic manner through the sale area as directed by the State (Forester-in-charge).
11. Purchaser will return the Book and State copies of the three-part load ticket, or the entire ticket if not used.

DS-41-0234
White Schwartz

Sale Map












R 02 W

28

29



**White Schwartz
DR 12/18**

-  Sale Area
-  Ridges
-  Section Lines
- Roads**
-  County
-  Main
-  Secondary
-  Spur
- Streams**
-  Class I
-  Class II
- Ownership**
-  IDL
-  PRIVATE

T 41 N

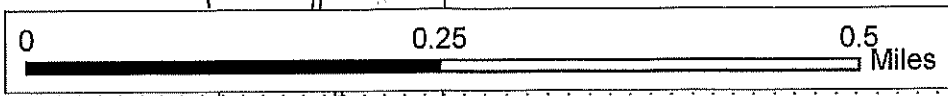
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T 41 N

Mica Mountain Road

Schwartz Creek



R 02 W

STATE OF IDAHO DEPARTMENT OF LANDS

Instructions for Using Load Tickets

January 8, 2018

INTRODUCTION

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

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

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

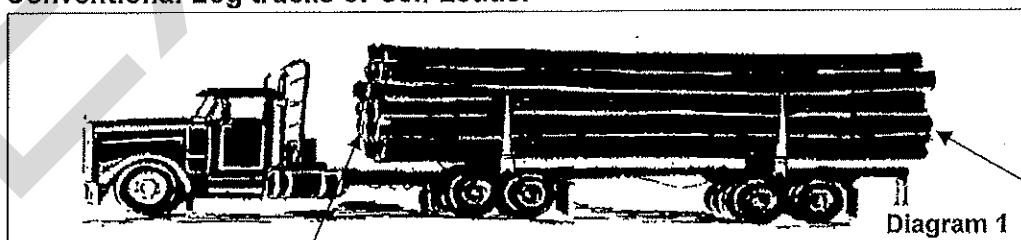
- a. Name of sale and purchaser;
- b. Date of load removed;
- c. Name of truck driver;
- d. Sale contract/permit number;
- e. Delivery point.

GENERAL

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

TRUCK CONFIGURATIONS

Conventional Log trucks or Self Loader



Large copy
& small (Purchaser's) copy of ticket

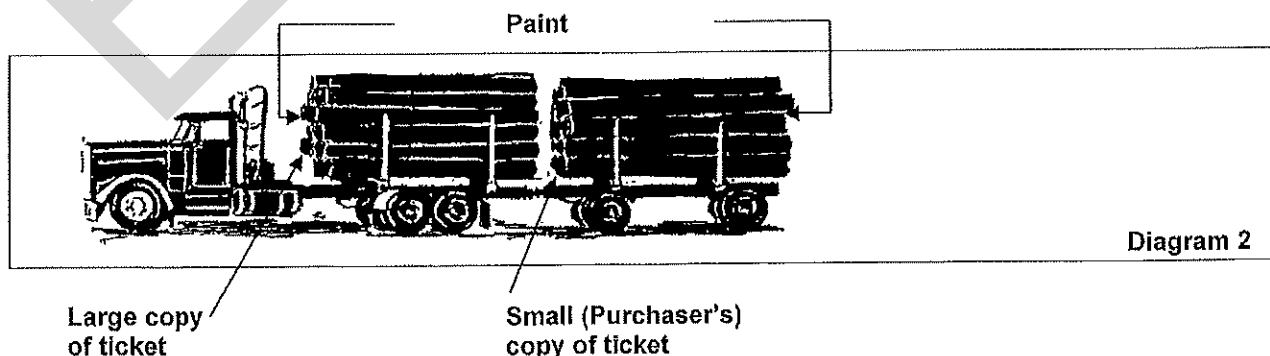
Paint

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

EXHIBIT B
Page 2 of 4

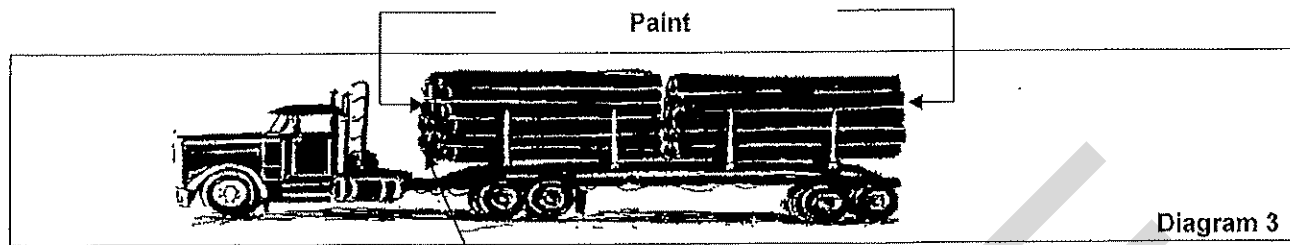
2. The truck ticket is a three-part ticket with the same number printed on each portion. Distribution of these portions is as follows:
 - a. The two portions of the truck ticket (parts 1 and 2) are to be fastened **securely** to the end of a log on the **lower left front** of a load of logs, poles, or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

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

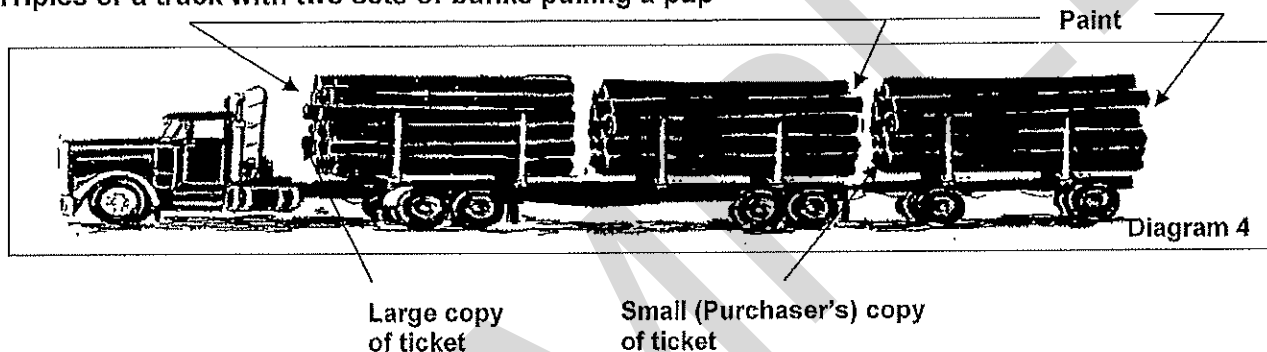


The Banana, Hayrack or a truck hauling two bunks of short logs on the same truck

EXHIBIT B
Page 3 of 4



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



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

Trailer Vans

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

PENALTIES FOR NONCOMPLIANCE:

EXHIBIT B
Page 4 of 4

1. When violations are made of any of these requirements, the particular load will be assessed a double stumpage when it is determined that the purchaser or his agent did not comply with these written instructions. Continued or subsequent violations of this requirement will constitute authorization to stop hauling operations and/or terminate the contract.

2. Any lost or unaccounted for tickets and/or loads will be assigned a value up to the highest value load removed from this contract up to the time that the lost or unaccounted for tickets were first identified by the state. Lost or unaccounted for tickets on a Direct Sale or Lump Sum Sale will be assigned a value based on the average volume per load times the highest value species on the contract.

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

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

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

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

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

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

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

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

5. Legalized Overweight Loads

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

6. Trailer Van Loads

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

Direct Sale Report

Sale Name: White Schwartz Sale Number: DS- 41 - 0234

F-I-C Preparation: Derrick Reeves F-I-C Administration: Doug Morford

Purpose of sale: Insects Cone Trees Admin/Mgt Issues Blowdown
 Salvage Other; explain:

History of previous harvests in sale area: This is the initial entry into this stand by the State, which acquired the stand in a trade with the USFS in 2008. The adjacent stand was entered with the Schwartz Creek timber sale (cancelled in 2017).

Future plans for site: The site will be monitored for ingrowth and insect and disease infestation. The remaining overstory will be removed once the site is regenerated.

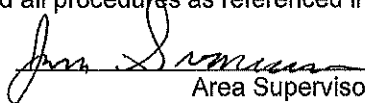
Adjacent/neighboring sales: There are no adjacent sales active at this time.

Developments and justification: No developments will be necessary to harvest this sale.

Insurance Worker's Compensation Exemption (if applicable)

Other: _____

This direct sale complies with: Idaho Code 58-402, 406; IDAPA 20 title 02, Chapter 10; Idaho Department of Lands Operations Memorandums, and all procedures as referenced in the IDL Timber Management Procedures Manual.


Area Supervisor

Units of Measure	MBF
	TON
	CD
	PIECE

Species	ASPN	Aspen
	BLCTTNWD	Black Cotton Wood
	BRCH	Birch
	CED	Cedar
	DFL	Douglas Fir-Larch
	GFHAF	Grand Fir-Hemlock-Subalpine Fir
	LPP	Lodgepole Pine
	MIXED	Mixed Specie
	PP	Ponderosa Pine
	SPR	Engelmann Spruce
	WP	Western White Pine
	YEW	Pacific Yew

Products	BLUESTAIN	SAWLOGS	
	FIREWOOD	PRODUCTS	UNFINISHED Blue Stain
	FLOAT	SAWLOGS	UNFINISHED Firewood
	HOGFUEL	PRODUCTS	UNFINISHED Float Log and Cribbing
	HOUSELOG	SAWLOGS	FINISHED Hog Fuel
	LODGEPOLE	POLES	UNFINISHED House Log
	POST	PRODUCTS	UNFINISHED Non-Sawlog
	PRODUCT	PRODUCTS	UNFINISHED Post
	PULP	PULP	UNFINISHED Product
	SAWLOG	SAWLOGS	UNFINISHED Roundwood
	SHAKEBOLT	PRODUCTS	UNFINISHED Sawlog
	TOPCHIP	PRODUCTS	UNFINISHED Small Log
	TOPWOOD	PRODUCTS	UNFINISHED Top Chip
			UNFINISHED Topwood



IDAHO DEPARTMENT OF LANDS
FIREWOOD CUTTING PERMIT

PERMIT NO. FW _____

DATE ISSUED: _____

EXPIRES: _____

Permission is hereby granted to _____ to cut and remove up to _____ cords of firewood at the rate shown below. Firewood is cut for personal use from parts of State Lands as per attached map or general description subject to the following provisions:

- 1. Material cut under this permit is for the personal use of the Permittee and shall not be resold or traded.
2. The Permittee agrees to comply with all State fire regulations and all other rules, regulations and statutes governing State Timber and State Lands.
3. The Permittee agrees to assume all liability for injury, death, or damage, which might result from his/her exercise of the rights granted by this permit.
4. The Permittee agrees not to cut or damage any live trees, or remove any cedar or any wood which has been cut for later removal by a logging operation.
5. The Permittee agrees not to travel on wet roads when this will cause ruts or otherwise damage them. Roads and ditches will be kept free of debris and will not be blocked to travel. This permit does not constitute the right of access across private land.
6. No mechanical skidding or loading equipment is permitted; wood must be cut into four foot lengths or shorter before transporting.
7. This permit must be in the possession of the Permittee when cutting or transporting firewood. This permit is not assignable in whole or part.
8. This permit does not guarantee the existence of available firewood or allow access behind gates and other closures. No refunds or extensions will be granted.
9. This permit is not valid unless signed by the Permittee and an authorized agent of the State of Idaho.
10. No firewood gathering is permitted in active timber sales areas.
11. Load Tickets are not necessary for firewood from State Lands under this permit.
12. In periods of extreme fire danger, use of chainsaws for firewood cutting may be temporarily suspended by the Fire Warden
13.

I agree to the above terms and conditions of this permit.

Dustin T. Miller
Director, Department of Lands

Signature of Permittee
Address
City, State, Zip
Phone #

BY:
Title:
Supervisory Area:
Contact Information: 0

_____ cord(s) at \$ _____ each \$ _____

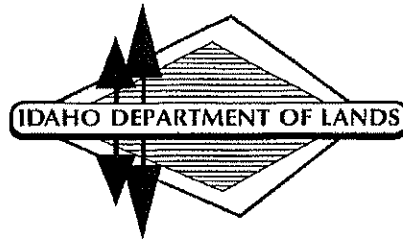
Receipt of \$ _____ in payment is hereby acknowledged

Original to Permittee
Area Office
TM Bureau
Forest Protection District

SPECIAL USE FOREST PRODUCT PERMITS
MINIMUM PRICES

Forest Products	Type of Permit	Permit Conditions	Minimum Price Per Unit
Person-Use Firewood (conifer species)	Firewood Permit	\$20 minimum	Per Supervisory Area Policy (\$5.00 per cord minimum)
Personal-Use Firewood (paper birch)	Firewood Permit	\$20 minimum	Per Supervisory Area Policy (\$5.00 per cord minimum)
Commercial Firewood (conifer species)	Direct Sale	\$100 minimum 10 cord minimum	\$10.00 per cord
Commercial Firewood (paper birch)	Direct Sale	\$200 minimum 10 cord minimum	\$20.00 per cord
Cedar Posts or Rails Round poles or split posts (Up to 5 1/2 inches diameter)	Personal Use Permit Direct Sale	Per Supervisory Area Policy	\$0.20 each/ \$25.00 per cord
Cedar Products (shakes)	Personal Use Permit Direct Sale	Per Current Appraisal	Per Current Appraisal
Lodgepole Pine Products Posts, Poles or Rails (Up to 5 1/2 inches diameter)	Personal Use Permit Direct Sale	\$50 minimum	\$20.00 per cord
Specialty Products	Type of Permit	Permit Conditions	Minimum Price Per Unit
Boughs: (Conifer Species)		FREE -No Permit Required	40 lbs. (16 grocery bags or 6" deep in a standard 8' X 4' pickup bed)
	Direct Sale	\$100 minimum 1 month duration	Maximum 2,000 lbs.
Mushrooms (morels)		FREE -No Permit Required	Maximum 10 gallons per person per year
	Direct Sale	\$100.00 minimum 30 day permit	\$1.00 /green gallon
Beargrass (leaves)	Personal Use Permit	\$100 minimum permit fee	\$0.50/Bushel
Fern cuttings (sword fern, bracken fern)	Personal Use Permit	\$100 minimum Permit fee	\$0.50/Bushel
Blue Huckleberries (berries)		FREE -No Permit Required	Maximum 10 gallons
	Direct Sale	\$100 minimum 20 gallon minimum	\$5.00 per gallon
Christmas Trees		Personal Use Free (No Permit Required)	Maximum two trees per household per year

PONDEROSA
SUPERVISORY AREA
3130 Highway 3
Deary ID 83823
Phone (208) 877-1121
Fax (208) 877-1122



DUSTIN MILLER, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
C. L. "Butch" Otter, Governor
Lawrence E. Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon D Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

IDAHO DEPARTMENT OF LANDS
SLASH WITHHOLDING VARIANCE

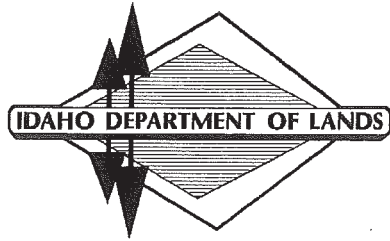
Sale Name: White Schwartz

Date: 12/31/2018

TO: Purchasers of Forest Products, State Sale No.: DS-41-0234.

This will serve as notice to all Purchasers of forest products of State Sale No. DS-41-0234 your authorization not to withhold and remit slash management moneys on forest products you may purchase from the above referenced State timber sale.

This authorization applies only to products that you may receive from sale no. DS-41-0234 and to no other State or private sale. You are required to withhold and remit slash moneys on all other operations, unless a similar written variance is provided, in accordance with Idaho Code, Section 38-122.



**ST. JOE AREA
1806 MAIN AVENUE
ST. MARIES, ID 83861
208-245-4551**

SLASH WITHHOLDING VARIANCE

Sale Name: McCroskey Flesh Direct

Date: 11/18/11

TO: Purchasers of Forest Products, State Sale No.: DS-30-1167

This will serve as notice to all Purchasers of forest products of State Sale No. DS-30-1167 your authorization not to withhold and remit slash management moneys on forest products you may purchase from the above referenced State timber sale. All slash moneys owed to the State on this sale will be billed directly to the sale purchaser.

This authorization applies only to products that you may receive from sale no. DS-30-1167 and to no other State or private sale. You are required to withhold and remit slash moneys on all other operations, unless a similar written variance is provided, in accordance with Idaho Code, Section 38-122.

Lump Sum
Compliance #44603-C

**BUREAU OF FOREST
MANAGEMENT**

3284 W Industrial Loop
Coeur d'Alene ID 83544
Phone (208) 769-1525
Fax (208) 769-1524



DUSTIN T. MILLER
DIRECTOR

EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS

*Brad Little, Governor
Lawrence Denney, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction*

Date

Purchaser Name

Address

City, State Zip

RE: Timber Sale Name and Number

All contractual requirements of Unit(s) _____ have been completed and the Forester-In-Charge has written a timber sale inspection report clearing this/these unit(s). (Purchaser Name) and Idaho Department of Lands hereby agree that no further contractual obligations remain on this/these unit(s).

Idaho Department of Lands intends to sell forest products from the released area of (Named Timber Sale) as a direct sale. The purchaser of this direct sale will begin operations on or about (date).

Purchaser Name agrees to the clearing of Unit(s) and relinquishes all further rights and privileges thereto.

Area Manager

Date

Purchaser

Date

Cc: Operations Chief
Bureau of Forest Management Chief
Financial Unit Supervisor
Contract File