

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

Notice is hereby given that bids will be received by the Unit Manager, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

BLASTEN ASPEN / T34N, R01W, SEC. 14, N1/2NW, W1/2NE.
T34N, R01W, SEC. 12, S1/2SW, SWSE.
T34N, R01W, SEC. 11, E1/2SW, NW1/4.
T34N, R01W, SEC. 02, S1/2SW.
CHEBOYGAN COUNTY (Appr. \$86,539.00)

JOHNSON PINE / T34N, R04W, SEC. 31, S1/2SE, NESE, N1/2SW, SESW, S1/2NW, NWSE. EMMET COUNTY (Appr. \$113,779.95)

MAXWELL ASPEN / T34N, R04W, SEC. 31, NE1/4, NESE.

T34N, R04W, SEC. 32, NWNW, N1/2SW, SENW, NWSE, SWNE.

EMMET COUNTY (Appr. \$59,487.70)

OLD 33 ASPEN / T34N, R01W, SEC. 01, E1/2SW, SE.
T34N, R01W, SEC. 12, W1/2NE, E1/2NW, AND W1/2SE.
CHEBOYGAN COUNTY (Appr. \$54,736.30)

MILLIGAN CREEK ASPEN / T34N, R01W, SEC. 12, SESE.
T34N, R01W, SEC. 13, N1/2NE, SENE.
CHEBOYGAN COUNTY (Appr. \$25,164.95)

SALE DATE AND TIME: 3:00 p.m. on November 10, 2009.

INDIAN RIVER

BID INSTRUCTIONS (Ver. 06/23/2008):

- 1. <u>Bid Location</u>, <u>Date</u>, <u>and Time</u>: Bids must be received by the Unit Manager, Gaylord Management Unit, Indian River Field Office, 6984 Wilson Road, Indian River, 49749, no later than 3:00 p.m. on November 10, 2009. For further information concerning this sale, contact the Unit Manager at 231-238-9314.
- 2. <u>Bidder's Qualifications:</u> Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FMFM No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.
- 3. <u>Preparation of Sealed Bids:</u> Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.
- 4. <u>Submission of Sealed Bids</u>: Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an <u>envelope clearly identified</u> as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and (c) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.
- 5. <u>Public Opening of Sealed Bids:</u> If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.
- 6. Award of Contract: Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.
- 7. <u>Down Payment:</u> The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.
- 8. <u>Performance Security:</u> As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.
- 9. <u>Timber Sale Contract:</u> Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/dnr. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the termination date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody: Unless otherwise indicated in the contract under section 7 - Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-S1. Forest products from this sale may be delivered to the mill as "FSC and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REBECCA A. HUMPHRIES Director

BLASTEN ASPEN (103-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | APE | PRAISED PRICE |
|------------|-------------------|-----|---------------|
| SAWLOGS | | | |
| B.T. ASPEN | 234.20 MBF | \$ | 88.00/MBF |
| PULPWOOD | | | |
| B.T. ASPEN | 2,121.00 CORDS | \$ | 20.45/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APPRAISED PRICE |
|------------|-------------------|-----------------|
| SAWLOGS | | |
| RED MAPLE | 45.80 MBF | \$ 81.00/MBF |
| BASSWOOD | 3.90 MBF | \$ 53.00/MBF |
| BEECH | 3.50 MBF | \$ 32.00/MBF |
| P. BIRCH | 12.50 MBF | \$ 137.00/MBF |
| W. SPRUCE | 3.50 MBF | \$ 15.00/MBF |
| WHITE PINE | 6.80 MBF | \$ 65.00/MBF |
| RED PINE | 12.20 MBF | \$ 125.00/MBF |
| PULPWOOD | | |
| SUG. MAPLE | 173.00 CORDS | \$ 4.75/CORD |
| RED MAPLE | 761.00 CORDS | \$ 9.10/CORD |
| BASSWOOD | 42.00 CORDS | \$ 6.05/CORD |
| WHITE ASH | 57.00 CORDS | \$ 7.00/CORD |
| BEECH | 34.00 CORDS | \$ 7.85/CORD |
| P. BIRCH | 170.00 CORDS | \$ 7.50/CORD |
| B. POPLAR | 91.00 CORDS | \$ 7.25/CORD |
| BALSAM FIR | 391.00 CORDS | \$ 3.05/CORD |
| W. SPRUCE | 26.00 CORDS | \$ 7.50/CORD |
| WHITE PINE | 100.00 CORDS | \$ 4.00/CORD |
| RED PINE | 67.00 CORDS | \$ 35.90/CORD |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.20 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,400.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
| | 1 | | | | 42% | | |
| | 2 | | | | 14% | | |
| | 3 | | | | 08% | | |
| | 4 | | | | 14% | | |
| | 5 | | | | 12% | | |
| | 6 | | | | 10% | | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2013.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER 52-103-09-01

05/29/09

YEAR 09

DATE PAGE OF

Gaylord Management Unit TOWNSHIP RANGE **1W** 34N

FOREST MANAGEMENT UNIT

Cheboygan CRUISED BY Dave Neff (Contractor) SECTION(S) AND SUBDIVISION(S)

2- S1/2SW 11- E1/2SW; NW1/4 12- S1/2SW; SWSE 14- N1/2NW; W1/2NE

MAPPED BY COY

SCALE 1:15,840

| Cover | Type | |
|-------|------|--|
| CUTC | TARE | |

COUNTY

A = Aspen H = Hemlock B = Paper Birch J = Jack Pine C = Cedar

L = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch N = Marsh

O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine

S = Black Spruce T = Tamarack U = Upland Brush Density

0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium

3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium

6 = Pole Timber Well 7 = Saw Timber Poor

3

8 = Saw Timber Medium

9 = Saw Timber Well

PU# ACRES

27

15

F = Spruce Fir

G = Grass

Blasten Aspen

Z = Water

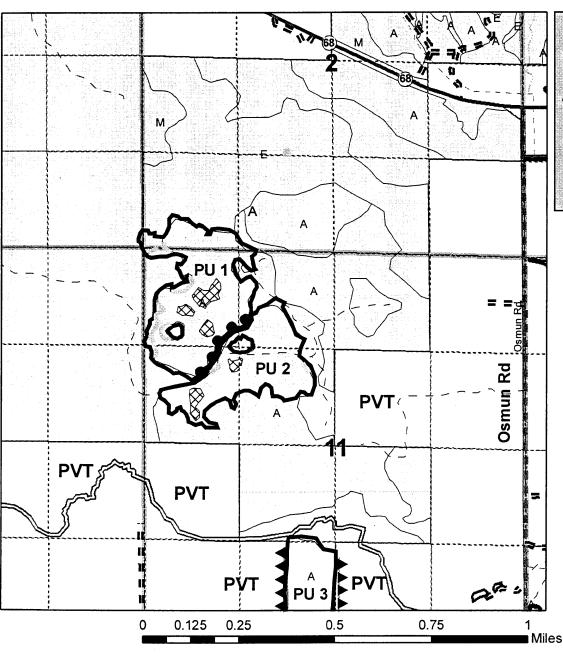
Cheboygan County Compartment 183 174 Acres

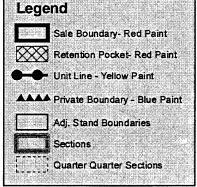
V = Bog or Marsh

W = White Pine

X = Non Stocked









Michigan Department of Natural Resources – Forest, Mineral & Fire Management TIMBER SALE MAP

nation is provided by authority of Part 525 of Act 451. PA 1994, as amended

 SALE NUMBER
 YEAR

 52-103-09-01
 09

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| FOREST MANAGEMEN | VT UNIT | COUNTY | MAPPED BY Coy | DATE | PAGE | OF | |
| Gaylord Manag | gement Unit | Cheboygan | CRUISED BY Dave Neff (Contractor) | 05/29/09 | 2 | 3 | |
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SCALE 1:15,840

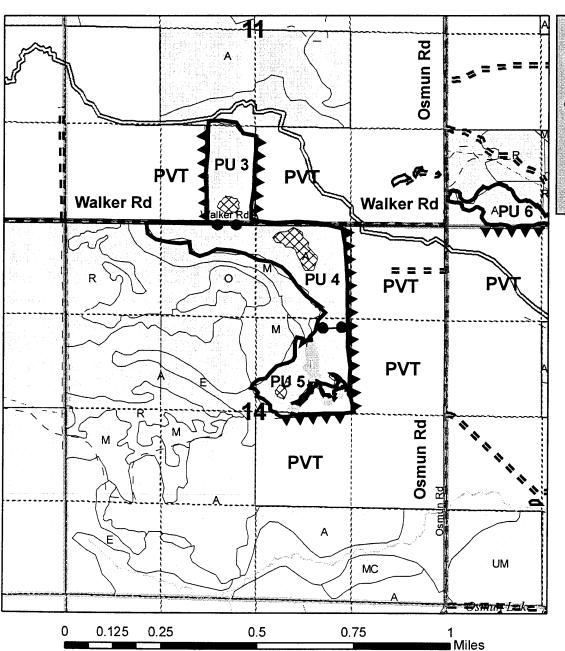
| Cover Type | | | | | |
|--|--|---|--|--|--|
| A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass | H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak | P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack U = Upland Brush | V = Bog or Marsh W = White Pine X = Non Stocked Z = Water | | |

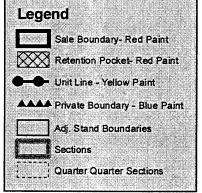
| Density |
|--|
| 0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor 6 = Pole Timber Well 2 = Seedling Sapling Medium 3 = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well |
| |

| PU# | ACRES |
|-----|-------|
| 1 | 48 |
| 2 | 33 |
| 3 | 18 |
| 4 | 33 |
| 5 | 27 |
| 6 | 15 |

Blasten Aspen Cheboygan County Compartment 183 174 Acres









Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER 52-103-09-01

YEAR 09

3

FOREST MANAGEMENT UNIT Gaylord Management Unit TOWNSHIP RANGE

COUNTY Cheboygan MAPPED BY COV CRUISED BY Dave Neff (Contractor)

05/29/09

3

34N 1W SECTION(S) AND SUBDIVISION(S)

2- S1/2SW 11- E1/2SW; NW1/4 12- S1/2SW; SWSE 14- N1/2NW; W1/2NE

SCALE 1:15,840

Cover Type

A = Aspen H = Hemlock B = Paper Birch J = Jack Pine C = Cedar

L = Lowland Brush E = Swamp Hdwoods M = Mpl, Bch, Brch N = Marsh

0 = 0ak

P = Lowland Poplar Q = Mixed Swamp Cnfr W = White Pine R = Red Pine S = Black Spruce

T = Tamarack

U = Upland Brush

X = Non Stocked Z = Water

V = Bog or Marsh

Density

0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor 6 = Pole Timber Well

2 = Seedling Sapling Medium 7 = Saw Timber Poor

3 = Seedling Sapling Well 8 = Saw Timber Medium

4 = Pole Timber Poor 9 = Saw Timber Well

PU# ACRES

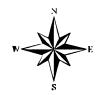
F = Spruce Fir

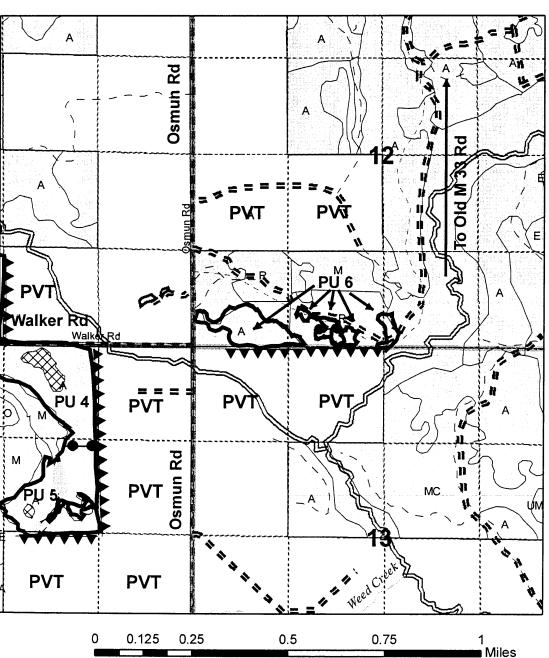
G = Grass

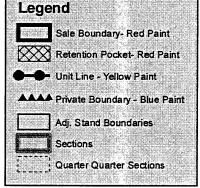
15

Blasten Aspen

Cheboygan County **Compartment 183** 174 Acres







Sale Specific Conditions & Requirements

Sale Name: Blasten Aspen Sale Number: 52-103-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1-6, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except Cedar, Hemlock, and Oak.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

Sale Name: Blasten Aspen Sale Number: 52-103-09-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Osmun or Walker roads without permission of the Unit Manager or his/her representative.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

5.4 - Soil Protection

Sale Name: Blasten Aspen Sale Number: 52-103-09-01

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on Walker and Osmun roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Page 3 of 3 Current as of 9/29/2009 1:57:57PM

JOHNSON PINE (117-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | AP | PRAISED PRICE |
|----------|-------------------|----|---------------|
| SAWLOGS | | | |
| RED PINE | 666.00 MBF | \$ | 113.00/MBF |
| PULPWOOD | | | |
| RED PINE | 904.00 CORDS | \$ | 40.05/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APPRAISED PRICE |
|------------|-------------------|-----------------|
| PULPWOOD | | |
| BASSWOOD | 51.00 CORDS | \$ 7.30/CORD |
| B.T. ASPEN | 51.00 CORDS | \$ 22.00/CORD |
| JACK PINE | 5.00 CORDS | \$ 14.00/CORD |
| MIX HARDWD | 101.00 CORDS | \$ 7.45/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 10.16 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$7,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

1 50%
50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2013.



Michigan Department of Natural Resources – Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended

SALE NUMBER YEAR
52-117-09-01 09

| This information is p | lovided by authority or F | art 525 of Act 451, PA 1994, as amended. | | | |
|-------------------------|---------------------------|--|---------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY Harig | DATE | PAGE | OF |
| Gaylord Management Unit | Emmet | CRUISED BY Contractors | 5/23/09 | 1 | 1 |

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S)

34N SECTION(S) AND SUBDIVISION(S)

31: S1/2SE, NESE, N1/2SW, SESW, 5 1/2 NW, NWSE

SCALE 1:15,840

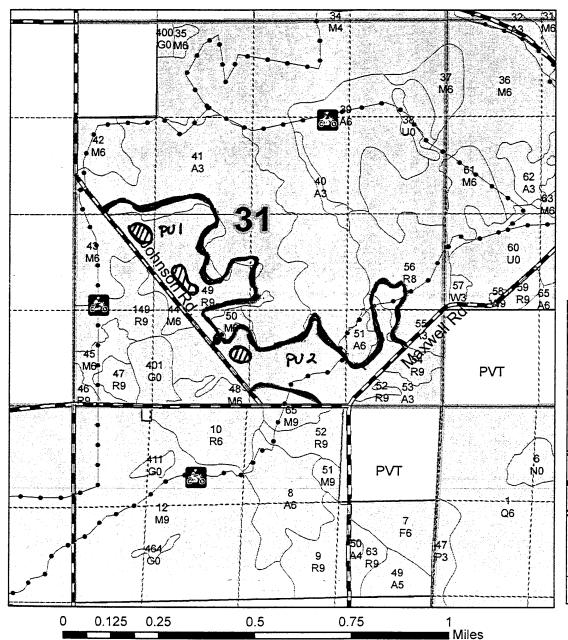
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|--|--|---|---|---|---|
| A = Aspen B = Paper Birch C = Cedar E = Swamp Hdwoods F = Spruce Fir G = Grass | H = Hemlock J = Jack Pine L = Lowland Brush M = Mpl, Bch, Brch N = Marsh O = Oak | P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce T = Tamarack U = Upland Brush | V = Bog or Marsh W = White Pine X = Non Stocked Z = Water | 0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Mediu 3 = Seedling Sapling Well 4 = Pole Timber Poor | 5 = Pole Timber Med 6 = Pole Timber Well 7 = Saw Timber Pool 6 = Saw Timber Med 9 = Saw Timber Well |

PU# ACRES 1 32

31

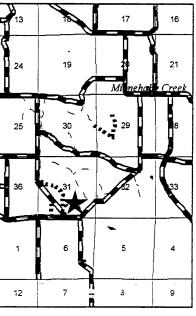
Johnson Pine Emmet County Compartment 127 63 Acres







Locator Map 1:100,000



Sale Specific Conditions & Requirements

Sale Name: Johnson Pine Sale Number: 52-117-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 and 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

Sale Name: Johnson Pine Sale Number: 52-117-09-01

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.39 - ORV trail/route protection (1/09)

The ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

Sale Name: Johnson Pine Sale Number: 52-117-09-01

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

MAXWELL ASPEN (118-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME * | APPRAISED PRICE |
|------------|--------------------|-----------------|
| SAWLOGS | | |
| SUG. MAPLE | 56.80 MBF | \$ 244.00/MBF |
| B.T. ASPEN | 160.00 MBF | \$ 75.00/MBF |
| PULPWOOD | | |
| B.T. ASPEN | 1,283.00 CORDS | \$ 18.25/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED V | VOLUME * | AP | PRAISED PRICE |
|------------|-------------|----------|-----------|---------------|
| SAWLOGS | | • | \ <u></u> | |
| RED MAPLE | . 90 | MBF | \$ | 71.00/MBF |
| BASSWOOD | 59.00 | MBF | \$ | 44.00/MBF |
| WHITE ASH | 5.70 | MBF | \$ | 106.00/MBF |
| BEECH | 6.30 | MBF | \$ | 26.00/MBF |
| WHITE PINE | 10.30 | MBF | \$ | 57.00/MBF |
| PULPWOOD | | | | |
| SUG. MAPLE | 440.00 | CORDS | \$ | 4.05/CORD |
| RED MAPLE | 42.00 | CORDS | \$ | 8.35/CORD |
| BASSWOOD | 302.00 | CORDS | \$ | 5.10/CORD |
| WHITE ASH | 88.00 | CORDS | \$ | 6.85/CORD |
| BEECH | 111.00 | CORDS | \$ | 6.85/CORD |
| BALSAM FIR | 29.00 | CORDS | \$ | 3.10/CORD |
| B. SPRUCE | 42.00 | CORDS | \$ | 13.60/CORD |
| TAMARACK | 21.00 | CORDS | \$ | 5.05/CORD |
| WHITE PINE | 33.00 | CORDS | \$ | 3.85/CORD |
| RED PINE | 6.00 | CORDS | \$ | 27.55/CORD |
| BLK CHERRY | 12.00 | CORDS | \$ | 8.60/CORD |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 11.50 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,000.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|---------------------|-----------------------------|
| 1 | 39% |
| 2 | 39% |
| 2 | 220 |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2013.

F = Spruce Fir

PU# ACRES

39 39

22

G = Grass

2

Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451 PA 1994, as amended

SALE NUMBER YEAR 09 52-118-09-01

| THE III OTTIGUED TO P | orided by additionity of t | art 020 017101 401; 171 1004; as arriended. | | l | |
|-------------------------|----------------------------|---|---------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY Harig | DATE | PAGE | OF |
| Gaylord Management Unit | Emmet | CRUISED BY Contractors | 5/23/09 | 1 | 1 |

V = Bog or Marsh

TOWNSHIP SECTION(S) AND SUBDIVISION(S) RANGE

34N 04W 31: NE1/4, NE5632: NWNW, N1/2SW, SENW, NWSE **SCALE** 1:15.840

| 10.50 | 1012 |
|-------|------|
| | |
| | |

| A = Aspen | H = Hemlock |
|-----------------|-------------------|
| B = Paper Birch | J = Jack Pine |
| C = Cedar | I = Lowland Brush |

L = Lowland Brush

E = Swamp Howoods M = Mpl, Bch, Brch N = Marsh 0 = 0ak

P = Lowland Poplar Q = Mixed Swamp Cnfr

U = Upland Brush

W = White Pine R = Red Pine X = Non Stocked S = Black Spruce Z = WaterT = Tamarack

Density

0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor 6 = Pole Timber Well

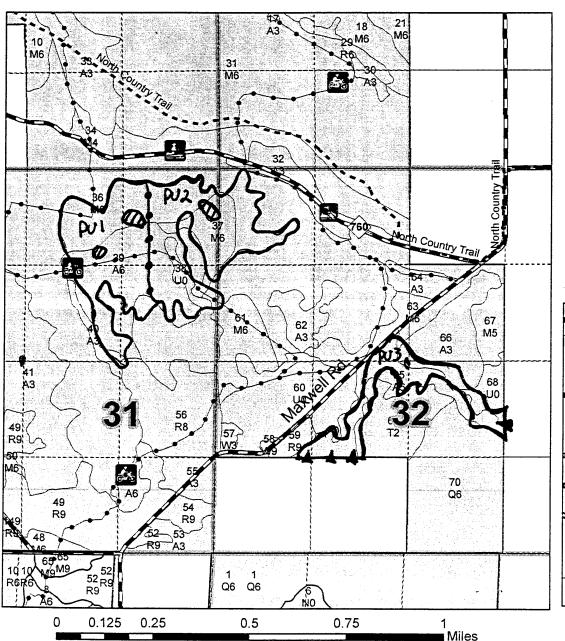
2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium

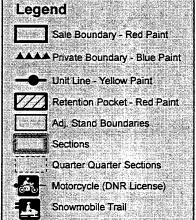
4 = Pole Timber Poor 9 = Saw Timber Well

Maxwell Aspen

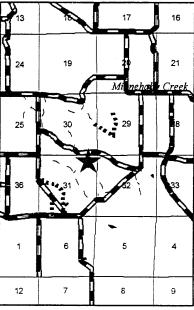
Emmet County Compartment 127 100 Acres







Locator Map 1:100,000



Sale Specific Conditions & Requirements

Sale Name: Maxwell Aspen Sale Number: 52-118-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1, 2 and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except oak. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a green boundary line. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$350.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1, 2 and 3, may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

Sale Name: Maxwell Aspen Sale Number: 52-118-09-01

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.39 - ORV trail/route protection (1/09)

The ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

Sale Name: Maxwell Aspen Sale Number: 52-118-09-01

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on the ORV trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs for the duration of the sale. The Purchaser will provide these signs.

OLD 33 ASPEN (122-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | APPRAISED PRICE |
|------------|-------------------|-----------------|
| SAWLOGS | | |
| B.T. ASPEN | 143.00 MBF | \$ 114.00/MBF |
| PULPWOOD | | |
| B.T. ASPEN | 1,739.00 CORDS | \$ 20.10/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APPI | RAISED PRICE |
|------------|-------------------|------|--------------|
| PULPWOOD | | | |
| BALSAM FIR | 66.00 CORDS | \$ | 6.95/CORD |
| MIX HARDWD | 451.00 CORDS | \$ | 6.70/CORD |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.30 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,750.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
| | 1 | | | | 46% | | |
| | 2 | | | | 44% | | |
| | 3 | | | | 10% | | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on March 31, 2012.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

SALE NUMBER YEAR 09 52-122-09-01

| This information is p | rovided by authority of P | an 525 of Act 451, PA 1994, as amended. | | | |
|------------------------|---------------------------|---|------------|------|----|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY Scheele | DATE | PAGE | OF |
| | Cheboygan | CRUISED BY Scheele | 05/13/2009 | 1 | 1 |
| | | | | | |

TOWNSHIP RANGE SECTION(S) AND SUBDIVISION(S) **SCALE** 1:15,840 Section 1 E1/2SW, SE and Section 12 W1/2NE, E1/2NW, W1/2SE 01W 34N

| | C | over | T | рε |
|--|---|------|---|----|
|--|---|------|---|----|

| A = Asp | oen | H = Hemlock |
|---------|----------|--------------------|
| B = Par | er Birch | J = Jack Pine |
| C = Ce | dar | L = Lowland Brush |
| | | A SA SAUL BUILDING |

E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh G = GrassO = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr W = White Pine

R = Red Pine S = Black Spruce T = Tamarack

U = Upland Brush

V = Bog or Marsh

X = Non Stocked Z = Water

3 = Seedling Sapling Well 4 = Pole Timber Poor

0 = Non Stocked

Density

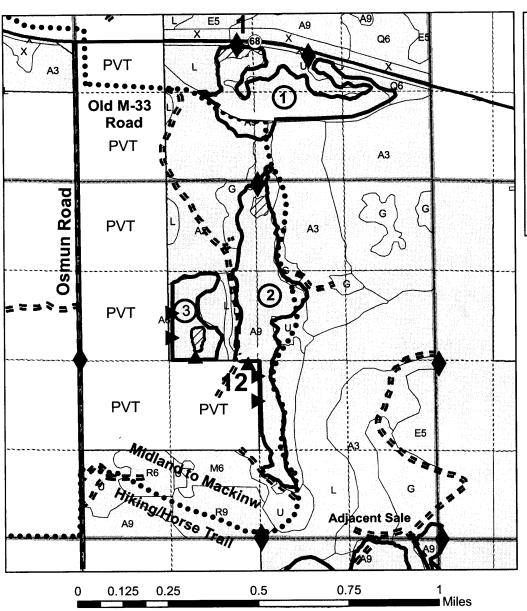
5 = Pole Timber Medium 6 = Pole Timber Well 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 7 = Saw Timber Poor 8 = Saw Timber Medium

9 = Saw Timber Well

Old 33 Aspen **Cheboygan County** 98 Acres





| Lege | and |
|------|----------------------------------|
| | Timber Sale Boundary (Red Paint) |
| | Retention Pocket (Teal Paint) |
| | Private Line (Blue Paint) |
| | Survey Corner |
| | Adj. Stand Boundaries |
| | Sections |
| l | Quarter Quarter Sections |
| •••• | Hiking Trail |

| Payment Unit | Acres |
|--------------|-------|
| 1 | 37 |
| 2 | 47 |
| 3 | 1/ |

Sale Specific Conditions & Requirements

Sale Name: Old 33 Aspen Sale Number: 52-122-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1, 2, and 3, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability. Do not cut OAK, PINE, SPRUCE, OR HEMLOCK species. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that MIXED HARDWOOD includes red maple and paper birch.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a Teal boundary line. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 1 or 2 may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

Sale Name: Old 33 Aspen Sale Number: 52-122-09-01

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

Sale Name: Old 33 Aspen Sale Number: 52-122-09-01

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.40 - Pathway protection (9/07)

The MIDLAND TO MACKINAW HIKING/HORSE TRAIL is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on OLD M-33 ROAD prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (1/09)

The Purchaser is responsible for posting caution signs on the MIDLAND TO MACKINAW HIKING/HORSE TRAIL prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser must maintain the signs during harvest operations. The Purchaser will provide these signs.

MILLIGAN CREEK ASPEN (123-09-01)

A timber sale contract for this <u>LUMP SUM SEALED</u> timber sale will be awarded the responsible bidder offering the highest sealed bid price. Bids must be at or above the following appraised price for each species:

| SPECIES | ESTIMATED VOLUME* | APE | PRAISED PRICE |
|------------|-------------------|-----|---------------|
| SAWLOGS | | | |
| B.T. ASPEN | 32.00 MBF | \$ | 86.00/MBF |
| PULPWOOD | | | |
| B.T. ASPEN | 1,039.00 CORDS | \$ | 20.45/CORD |

In addition, the successful bidder agrees to purchase the following species at the indicated appraised price:

| SPECIES | ESTIMATED VOLUME* | APP | RAISED PRICE |
|-----------|-------------------|-----|--------------|
| PULPWOOD | | | |
| RED MAPLE | 113.00 CORDS | \$ | 8.80/CORD |
| P. BIRCH | 38.00 CORDS | \$ | 4.50/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 23.39 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,300.00 to insure faithful performance of the conditions of the contract, will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment may be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT | UNIT | NUMBER | PERCENT | OF | TOTAL | SALE | VALUE |
|---------|------|--------|---------|----|-------|------|-------|
| | 1 | | | | 90% | | |
| | 2 | | | | 10% | | |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on December 31, 2011.



Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP

This information is provided by authority of Part 525 of Act 451, PA 1994, as amended.

SALE NUMBER YEAR 09 52-123-09-01

| | * | | | | |
|-------------------------|-----------|--------------------|------------|--------------|----|
| FOREST MANAGEMENT UNIT | COUNTY | MAPPED BY Scheele | DATE | PAGE | OF |
| Gaylord Management Unit | Cheboygan | CRUISED BY Scheele | 05/20/2009 | 1 | 1 |
| | | | | | |

SECTION(S) AND SUBDIVISION(S) TOWNSHIP RANGE **SCALE** 1:15,840 Section 12 SESE and Section 13 N1/2 NE and SENE 01W 34N

| _ | | |
|-------|-----|---|
| COVAL | TWO | 7 |
| | | |

H = Hemlock A = Aspen B = Paper Birch J = Jack Pine C = Cedar L = Lowland Brush

E = Swamp Hdwoods M = Mpl, Bch, Brch F = Spruce Fir N = Marsh G = Grass

U = Upland Brush O = Oak

P = Lowland Poplar Q = Mixed Swamp Cnfr

R = Red Pine S = Black Spruce T = Tamarack

V = Bog or Marsh W = White Pine

X = Non Stocked Z = Water

Density 0 = Non Stocked

1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 7 = Saw Timber Poor

3 = Seedling Sapling Well 4 = Pole Timber Poor

Miles

5 = Pole Timber Medium

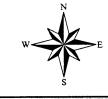
6 = Pole Timber Well

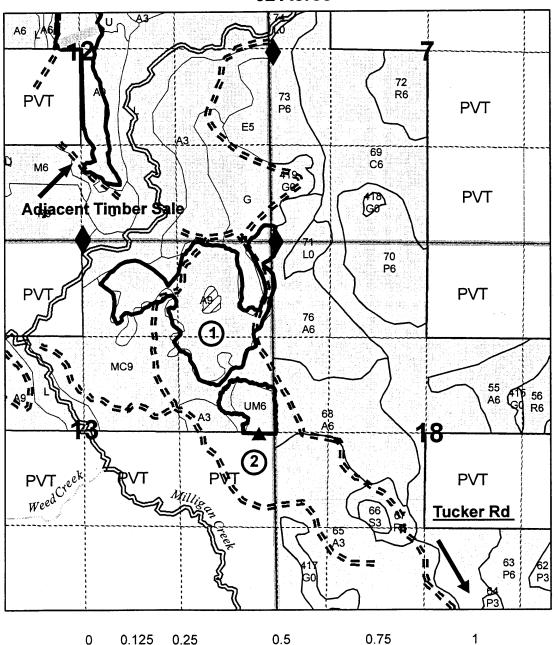
8 = Saw Timber Medium

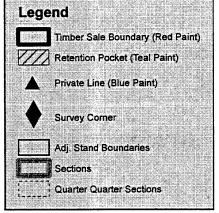
9 = Saw Timber Well

Milligan Creek Aspen

Cheboygan County 62 Acres







Payment Unit Acres

52 10

Sale Specific Conditions & Requirements

Sale Name: Milligan Creek Aspen Sale Number: 52-123-09-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (4/09)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability except PINE AND OAK species. Reserve areas identified in accordance with 2.4.3 - Reserve areas, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.4 - Special Protection

2.4.3 - Reserve areas (1/09)

The Purchaser shall protect reserve areas from damage by the Purchaser's operations. Reserve areas are marked with a Teal boundary line. The Purchaser shall not cut live or dead trees within reserve areas. If the Purchaser's operations have cut or damaged reserve areas through carelessness, the Purchaser shall pay \$400 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) may be divided at the request of the purchaser and upon approval of the Unit Manager. Dividing payment units is a contract modification which requires a Timber Sale Contract Supplement.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

Sale Name: Milligan Creek Aspen Sale Number: 52-123-09-01

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (4/07)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (12/08)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

4.2 - Maintenance

4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. In general, this will require a road grader or bull dozer to shape the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (12/08)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

Sale Name: Milligan Creek Aspen Sale Number: 52-123-09-01

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (4/09)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (1/09)

The purchaser is responsible for posting and maintaining caution signs on Brady and/or Tucker Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

BLASTEN ASPEN (103-09-01)

T34N, R01W, SEC. 14, N1/2NW, W1/2NE.
T34N, R01W, SEC. 12, S1/2SW, SWSE.
T34N, R01W, SEC. 11, E1/2SW, NW1/4.
T34N, R01W, SEC. 02, S1/2SW.
CHEBOYGAN COUNTY

In response to the notice of sale to be held 3:00 p.m. on November 10, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | API | PRAISED PRICE | BID PRIC | <u>E</u> | ESTIMATED VOLUME | * = VALUE |
|------------|-----|---------------|----------|----------|------------------|-----------|
| SAWLOGS | | | | | | |
| B.T. ASPEN | \$ | 88.00/MBF | \$ | x | 234.20 MBF | = \$ |
| PULPWOOD | | | | | | |
| B.T. ASPEN | \$ | 20.45/CORD | \$ | x | 2,121.00 CORDS | = \$ |
| | | | | | SUBTOTAL 1 \$ | |

In addition, the successful bidder agrees to purchase the following species at the appraised price:

| SPECIES | APPRAISED PRICE | ESTIMATED VOLUME* | VALUE | | | | |
|------------|-----------------|-------------------|---------------|--|--|--|--|
| SAWLOGS | | | | | | | |
| RED MAPLE | \$ 81.00/MBF | 45.80 MBF = | = \$ 3,709.80 | | | | |
| BASSWOOD | \$ 53.00/MBF | 3.90 MBF = | = \$ 206.70 | | | | |
| BEECH | \$ 32.00/MBF | 3.50 MBF = | = \$ 112.00 | | | | |
| P. BIRCH | \$ 137.00/MBF | 12.50 MBF = | = \$ 1,712.50 | | | | |
| W. SPRUCE | \$ 15.00/MBF | 3.50 MBF = | = \$ 52.50 | | | | |
| WHITE PINE | \$ 65.00/MBF | 6.80 MBF = | = \$ 442.00 | | | | |
| RED PINE | \$ 125.00/MBF | 12.20 MBF = | = \$ 1,525.00 | | | | |
| PULPWOOD | | | | | | | |
| SUG. MAPLE | \$ 4.75/CORD | 173.00 CORDS = | = \$ 821.75 | | | | |
| RED MAPLE | \$ 9.10/CORD | 761.00 CORDS = | = \$ 6,925.10 | | | | |
| BASSWOOD | \$ 6.05/CORD | 42.00 CORDS = | = \$ 254.10 | | | | |
| WHITE ASH | \$ 7.00/CORD | 57.00 CORDS = | = \$ 399.00 | | | | |
| BEECH | \$ 7.85/CORD | 34.00 CORDS = | = \$ 266.90 | | | | |
| P. BIRCH | \$ 7.50/CORD | 170.00 CORDS = | = \$ 1,275.00 | | | | |
| B. POPLAR | \$ 7.25/CORD | 91.00 CORDS = | = \$ 659.75 | | | | |
| BALSAM FIR | \$ 3.05/CORD | 391.00 CORDS = | = \$ 1,192.55 | | | | |
| W. SPRUCE | \$ 7.50/CORD | 26.00 CORDS = | = \$ 195.00 | | | | |
| WHITE PINE | \$ 4.00/CORD | 100.00 CORDS = | = \$ 400.00 | | | | |
| RED PINE | \$ 35.90/CORD | | = \$ 2,405.30 | | | | |
| | | SUBTOTAL 2 | \$ 22,554.95 | | | | |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

| (bidder's printed name) | (bidder's signature) |
|-------------------------|----------------------|
| Address/Telephone | |

^{*}These volumes are statistically estimated within plus (+) or minus (-)8.20%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY | | | | | | |
|-------------------------|--------------------|--|--|--|--|--|
| Sale or Permit No | | | | | | |
| | out of the time to | | | | | |
| Year: | Type: | | | | | |
| | '' | | | | | |
| Forest Area: | | | | | | |
| | | | | | | |

| As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, as | | Fo | prest Area: | | | | | |
|---|--|------------|----------------------------|---------------------------|--|--|--|--|
| VERIFICATION OF | VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE | | | | | | | |
| This verification must be completed an sale contract. | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | | | | |
| In addition, if boxes 2B or 2C are check days of the contract award and prior to | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. | | | | | | | |
| All Information must be typed or printed | d except for written signature | s. | | | | | | |
| Please Check Appropriate Categories: | | | | | | | | |
| My business is organized as (you must chance) A. Sole Proprietorship (individual) B. Partnership C. Corporation | A. ☐ Sole Proprietorship (individual) B. ☐ Partnership | | | | | | | |
| You must check <u>one</u> of the boxes below: A. I certify that my business is a sol Worker's Compensation Laws. | e proprietorship and it has no | employee | es but the sole proprietor | . I am not subject to the | | | | |
| B. I certify that my business has sa Notice of Exclusion (BWC-337, R award. (For questions or a copy or | B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 | | | | | | | |
| including family members and active partn | ers (if none, you must enter "0" |). | ruii and part time emplo | yees oner man yoursen | | | | |
| Full Time | Employees | _ | Part T | ïme Employees | | | | |
| Name of Business | Federal | D (or) Soc | ial Security No. | | | | | |
| Address | Telephor | ne No. | | | | | | |
| City | State | , | Zip + 4 | | | | | |
| hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my overage during any of my present and future operations. Signature of Owner or Authorized Representative | | | | | | | | |
| Title | | Date | | | | | | |

JOHNSON PINE (117-09-01)

T34N, R04W, SEC. 31, S1/2SE, NESE, N1/2SW, SESW, S1/2NW, NWSE.

EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on November 10, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | AP | PRAISED PRICE | BID PRICE | <u>:</u> | ESTIMATED VOLUME* | = VALUE |
|--------------|----------------|---------------|-------------|----------|-------------------|---------|
| SAWLOGS | | | | | | |
| RED PINE | \$ | 113.00/MBF | \$ | _x | 666.00 MBF | = \$ |
| PULPWOOD | | | | | | |
| RED PINE | \$ | 40.05/CORD | \$ | _x | 904.00 CORDS | = \$ |
| | | | | | SUBTOTAL 1 \$ | *** |
| In addition. | the successful | bidder agrees | to purchase | the | following species | at the |

In addition, the successful bidder agrees to purchase the following species at the appraised price:

| SPECIES PULPWOOD | APPRAISED PRICE | ESTIMATED VOLUME* | VALUE |
|---------------------|-----------------|-----------------------|---------------|
| | | | |
| BASSWOOD | \$ 7.30/CORD | 51.00 CORDS | = \$ 372.30 |
| B.T. ASPEN | \$ 22.00/CORD | 51.00 CORDS | = \$ 1,122.00 |
| JACK PINE | \$ 14.00/CORD | 5.00 CORDS | = \$ 70.00 |
| MIX HARDWD | \$ 7.45/CORD | 101.00 CORDS | = \$ 752.45 |
| | | SUBTOTAL | 2 \$ 2,316.75 |
| | SUBTOTAL 1 + | SUBTOTAL 2 = TOTAL BI | D VALUE \$ |

^{*}These volumes are statistically estimated within plus (+) or minus (-)10.16%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

| (bidder's printed name) | (bidder's signature) | - |
|-------------------------|----------------------|---|
| Address/Telephone | | |

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY | | | | | | |
|-------------------------|-------------------|--|--|--|--|--|
| Sale or Permit No | | | | | | |
| Date of 1 cirin 140 | Sale of Fermit No | | | | | |
| Year: | Type: | | | | | |
| | | | | | | |
| Forest Area: | | | | | | |
| | | | | | | |
| JJ | | | | | | |

| | As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, a | . , | ort 525 | Forest Area: | | |
|------|--|---|-------------------------------------|--|--|--|
| | VERIFICATION OF | WORKER'S DISABIL | TY COMPENS | ATION ACT COMPLIANCE | | |
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | | |
| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. | | | | | |
| • | All Information must be typed or printe | d except for written si | gnatures. | | | |
| Ple | ase Check Appropriate Categories: | | | | | |
| t. | My business is organized as (you must cl | heck <u>one</u> of the boxes t | elow): | | | |
| | A. Sole Proprietorship (individual) | | | | | |
| | B. Partnership | | | | | |
| | C. Corporation | | | | | |
| 2. | You must check one of the boxes below: | | | | | |
| | A. I certify that my business is a so Worker's Compensation Laws. | le proprietorship and it | has no employ | ees but the sole proprietor. I am not subject to the | | |
| | B. Lertify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approve Notice of Exclusion (BWC-337, Rev. 5/96). Limit provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). | | | | | |
| | C. I certify that my business has a V days of the contract award. | Vorker's Compensation | Policy. I will ; | provide an original Certificate of Insurance within 21 | | |
| 3. | If you have checked item 2(A) or 2(B), you including family members and active partr | you must indicate the ners (if none, you must | number of bot enter "0"). | th full and part time employees other than yourself | | |
| | Full Time | e Employees | | Part Time Employees | | |
| | | | | | | |
| lan | ne of Business | | Federal ID (or) S | Social Security No. | | |
| ۱dd | ress | | Telephone No. | | | |
| City | | State | | Zip + 4 | | |
| ov. | ereby certify that the above information is trierage during any of my present and future are greater as a function of the second | operations. | to notify the Di | NR of any changes that occur in factors affecting my | | |
| | Title | | Date | 9 | | |
| | | | | | | |

MAXWELL ASPEN (118-09-01)

T34N, R04W, SEC. 31, NE1/4, NESE.

T34N, R04W, SEC. 32, NWNW, N1/2SW, SENW, NWSE, SWNE.
EMMET COUNTY

In response to the notice of sale to be held 3:00 p.m. on November 10, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | APPRAISED PRICE | BID PRICE | ESTIMATED VOLUME* | = VALUE |
|------------|-----------------|-----------|-------------------|---------|
| SAWLOGS | | | | |
| SUG. MAPLE | \$ 244.00/MBF | \$X | 56.80 MBF | = \$ |
| B.T. ASPEN | \$ 75.00/MBF | \$ X | 160.00 MBF | = \$ |
| PULPWOOD | | | | |
| B.T. ASPEN | \$ 18.25/CORD | \$ X | 1,283.00 CORDS | = \$ |
| | | | | |
| | | | SUBTOTAL 1 \$ | |

In addition, the successful bidder agrees to purchase the following species at the appraised price:

| SPECIES SAWLOGS | APPRAISED PRICE | | ESTIMATED | ESTIMATED VOLUME* | | |
|--------------------|-----------------|------------|-----------|-------------------|------|-----------|
| | ٥ | 71 00 000 | 00 | | | |
| RED MAPLE | \$ | 71.00/MBF | . 90 | MBF | = \$ | 63.90 |
| BASSWOOD | \$ | 44.00/MBF | 59.00 | MBF | = \$ | 2,596.00 |
| WHITE ASH | \$ | 106.00/MBF | 5.70 | MBF | = \$ | 604.20 |
| BEECH | \$ | 26.00/MBF | 6.30 | MBF | = \$ | 163.80 |
| WHITE PINE | \$ | 57.00/MBF | 10.30 | MBF | = \$ | 587.10 |
| PULPWOOD | | | | | | |
| SUG. MAPLE | \$ | 4.05/CORD | 440.00 | CORDS | = \$ | 1,782.00 |
| RED MAPLE | \$ | 8.35/CORD | 42.00 | CORDS | = \$ | 350.70 |
| BASSWOOD | \$ | 5.10/CORD | 302.00 | CORDS | = \$ | 1,540.20 |
| WHITE ASH | \$ | 6.85/CORD | 88.00 | CORDS | = \$ | 602.80 |
| BEECH | \$ | 6.85/CORD | 111.00 | CORDS | = \$ | 760.35 |
| BALSAM FIR | \$ | 3.10/CORD | 29.00 | CORDS | = \$ | 89.90 |
| B. SPRUCE | \$ | 13.60/CORD | 42.00 | CORDS | = \$ | 571.20 |
| TAMARACK | \$ | 5.05/CORD | 21.00 | CORDS | = \$ | 106.05 |
| WHITE PINE | \$ | 3.85/CORD | 33.00 | CORDS | = \$ | 127.05 |
| RED PINE | \$ | 27.55/CORD | 6.00 | CORDS | = \$ | 165.30 |
| BLK CHERRY | \$ | 8.60/CORD | 12.00 | CORDS | = \$ | 103.20 |
| | | | St | UBTOTAL 2 | \$ | 10,213.75 |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$

I understand that any or all bids may be rejected, and that the individual unit bid price will be the basis to determine total bid value. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and manpower subject to my control.

| (bidder's printed name) | (bidder's signature) |
|-------------------------|----------------------|
| | |

Address/Telephone

^{*}These volumes are statistically estimated within plus (+) or minus (-)11.50%. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525

| FOR DEPARTMENT USE ONLY | | | | |
|-------------------------|-------|--|--|--|
| Sale or Permit No | | | | |
| Year: | Туре: | | | |
| Forest Area: | | | | |

| of Act 451 of 1994, a | as amended. | 11 020 | i olost / iloa | | |
|--|---|-------------------------------------|--|--|--|
| VERIFICATION O | WORKER'S DISABILI | TY COMPENS | SATION ACT COMPLIANCE | | |
| This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timbersale contract. | | | | | |
| In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. | | | | | |
| All Information must be typed or printe | All Information must be typed or printed except for written signatures. | | | | |
| Please Check Appropriate Categories: | | | | | |
| My business is organized as (you must of A. Sole Proprietorship (individual) | heck <u>one</u> of the boxes b | elow): | | | |
| B. Partnership | | | | | |
| C. Corporation | | | | | |
| You must check <u>one</u> of the boxes below: | | | | | |
| Worker's Compensation Laws. | | | yees but the sole proprietor. I am not subject to the | | |
| Notice of Exclusion (BWC-337, F | Rev. 5/96). I will provide | e a copy of the | Compensation Act through the use of an approved se Notice of Exclusion within 21 days of the contract er's Compensation Bureau at 517-322-1195). | | |
| C. I certify that my business has a days of the contract award. | Worker's Compensation | Policy. I will p | provide an original Certificate of Insurance within 21 | | |
| If you have checked item 2(A) or 2(B), including family members and active part | you must indicate the ners (if none, you must e | number of bot enter "0"). | oth full and part time employees other than yourself | | |
| Full Time | e Employees | | Part Time Employees | | |
| | | | | | |
| Name of Business | | Federal ID (or) S | Social Security No. | | |
| Address | | Telephone No. | | | |
| Dity | State | <u> </u> | Zip + 4 | | |
| hereby certify that the above information is trecoverage during any of my present and future | operations. | to notify the Df | NR of any changes that occur in factors affecting my | | |
| | | | | | |
| Title | | | Date | | |

OLD 33 ASPEN (122-09-01) T34N, R01W, SEC. 01, E1/2SW, SE. T34N, R01W, SEC. 12, W1/2NE, E1/2NW, AND W1/2SE. CHEBOYGAN COUNTY

In response to the notice of sale to be held 3:00 p.m. on November 10, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | APPRAISED 1 | PRICE BID PR | ICE ESTIMAT | ED VOLUME* = VALUE |
|--|--|---|---|---|
| SAWLOGS | | | | |
| B.T. ASPEN | \$ 114.00/1 | MBF \$ | X 143.00 | MBF = \$ |
| PULPWOOD | | | | |
| B.T. ASPEN | \$ 20.10/0 | CORD \$ | X 1,739.00 | CORDS = \$ |
| | | | SUBTOTA | L 1 \$ |
| In addition, the sucappraised price: | ccessful bidder a | agrees to purcha | se the followin | g species at the |
| SPECIES PULPWOOD | APPRAISED PR | ICE EST | IMATED VOLUME* | VALUE |
| BALSAM FIR | \$ 6.95/0 | CORD | 66.00 CORDS | = \$ 458.70 |
| MIX HARDWD | \$ 6.70/0 | | 451.00 CORDS | = \$ 3,021.70 |
| These volumes are st estimated volumes ar to examine this timb | tatistically est re final and not | subject to adju | us (+) or minus stment. Prospe | VALUE \$ |
| will be the basis to must be bid or the b | o determine total oid form may be a will be based up | l bid value. Al rejected. I also pon my past perf | l bids must be understand tha ormance and abi | dividual unit bid price signed and all bid items t consideration and lity to complete the |
| (bidder's | printed name) | (bidd | er's signature) | · · · · · · · · · · · · · · · · · · · |
| Address/Telephone | 9 | | 10 e 11 e 12 e 14 e 15 e 16 | |

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY | | | | |
|-------------------------|-------|--|--|--|
| Sale or Permit No | | | | |
| Year: | Туре: | | | |
| Forest Area: | | | | |

| | As required by Act 317, P.A. 1969 (Worker's Compensation) and a of Act 451 of 1994, as amended. | Part 525 | Forest Area: | | |
|------|--|--------------------|--------------------------|-------------------------------|--|
| | VERIFICATION OF WORKER'S DISABI | LITY COMPENS | SATION ACT COMPLIAN | 1CE | |
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | |
| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. | | | | |
| • | All Information must be typed or printed except for written | signatures. | | | |
| Ple | ease Check Appropriate Categories: | | | | |
| 1. | My business is organized as (you must check <u>one</u> of the boxes A. Sole Proprietorship (individual) B. Partnership C. Corporation | s below): | | | |
| 2. | You must check one of the boxes below: A. | | | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate th including family members and active partners (if none, you must | | th full and part time em | ployees other than yourself | |
| | Full Time Employees | | Pa | rt Time Employees | |
| Nan | me of Business | Federal ID (or) | Social Security No. | | |
| ۸dd | dress | Telephone No. | | | |
| City | State | | Zip + 4 | | |
| cov | ereby certify that the above information is true and correct. I agree verage during any of my present and future operations. Signature of Owner or Authorized Representative | ee to notify the D | NR of any changes that o | occur in factors affecting my | |
| = | Title | Dat | te | | |

MILLIGAN CREEK ASPEN (123-09-01) T34N, R01W, SEC. 12, SESE. T34N, R01W, SEC. 13, N1/2NE, SENE. CHEBOYGAN COUNTY

In response to the notice of sale to be held 3:00 p.m. on November 10, 2009, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species and total bid value must be at or above the appraised price. All non-responsive bid forms may be rejected.

| SPECIES | APPRAISED PRICE | BID PRICE | ESTIMATED VOLU | ME* = VALUE |
|---|---|--|--|-----------------------------------|
| SAWLOGS | A 06 00 4 mm | | 20 00 100 | |
| B.T. ASPEN PULPWOOD | \$ 86.00/MBF | \$X | 32.00 MBF | = \$ |
| B.T. ASPEN | \$ 20.45/CORD | \$x | 1,039.00 CORDS | = \$ |
| | | | SUBTOTAL 1 | \$ |
| In addition, the succe appraised price: | essful bidder agree: | s to purchase the | following speci | es at the |
| SPECIES | APPRAISED PRICE | ESTIMATED | VOLUME* V | ALUE |
| PULPWOOD | A 0.00/genn | 440.00 | | |
| RED MAPLE P. BIRCH | \$ 8.80/CORD \$ 4.50/CORD | | | 994.40 171.00 |
| | SUBTOTAL 1 + | SUBTOTAL 2 = | | 1,165.40 \$ |
| *These volumes are stated estimated volumes are to examine this timber | e final and not subj | ect to adjustment | t. Prospective l | bidders are urged |
| I understand that any will be the basis to o must be bid or the bid awarding a contract with contract based upon ed | determine total bid d form may be reject ill be based upon my | value. All bids ted. I also under y past performance | must be signed stand that considers and ability to | and all bid items deration and |
| (bidder's pr | rinted name) | (bidder's s | ignature) | _ |
| Address/Telephone _ | | | | |

THE WINNING BIDDER MUST COMPLETE THE FORM ON THE REVERSE SIDE WITHIN 21 DAYS OF SALE AWARD



Michigan Department of Natural Resources Forest, Mineral and Fire Management

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

| FOR DEPARTMENT USE ONLY | | | | |
|-------------------------|-------|--|--|--|
| Sale or Permit No | | | | |
| Year: | Туре: | | | |
| Forest Area: | | | | |

| | As required by Act 317, P.A. 1969 (Worke of Act 451 of 1994, as | | art 525 | Forest Area: | | |
|------------|--|-------------------------------------|-----------------|---------------------|----------------------------------|----------------|
| | VERIFICATION OF | WORKER'S DISABIL | ITY COMPENS | ATION ACT COMPI | IANCE | |
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | | er: |
| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract. | | | | | |
| • | All Information must be typed or printed | d except for written s | ignatures. | | | |
| Ple | ase Check Appropriate Categories: | | | | | |
| 1. | My business is organized as (you must change A. Sole Proprietorship (individual) B. Partnership C. Corporation | neck <u>one</u> of the boxes l | below): | | | |
| 2 . | A. ☐ I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approve Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 2 days of the contract award. | | | | | ed ct 21 |
| | including family members and active partr | ers (if none, you must Employees | enter "0"). | | _Part Time Employees | |
| Nan | ne of Business | | Federal ID (or) | Social Security No. | | |
| Add | Iress | | Telephone No. | | | |
| City | , | State | | Zip + 4 | | |
| cov - | ereby certify that the above information is tree verage during any of my present and future Signature of Owner or Authorized Represer | operations. | | | hat occur in factors affecting m | У |
| | Title | | Da | te est | | |