

DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT STATE OF MICHIGAN

TIMBER SALE PROSPECTUS (4452)

SCHEDULED SALE DATE AND TIME: 10:00AM on September 06, 2011. LOCATION: ATLANTA MGMT UNIT, 13501 M-33, ATLANTA, MI 49709.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

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

INDIAN CREEK ASPEN (54-010-11-01) / T35N, R03E, SEC.26, W1/2NW.

T35N, R03E, SEC.35, SE1/4 & NESW.

T35N, R03E, SEC.36, N1/2SW.

PRESQUE ISLE COUNTY (Advertised Price \$31,472.50), 70.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

LOWLY ASPEN (54-011-11-01) / T36N, R02E, SEC.25, N1/2NE, S1/2NW, NENW.

T36N, R02E, SEC.26, NE1/4, N1/2NW.

PRESQUE ISLE COUNTY (Advertised Price \$44,876.05), 103.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

HILL ROAD ASPEN (54-013-11-01) / T35N, R03E, SEC.25, SENE, NESE, & W1/2NW.

T35N, R03E, SEC.26, N1/2NE.

PRESQUE ISLE COUNTY (Advertised Price \$11,175.95), 60.0 Acres

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private land and state forest land.

N. ALLIS ASPEN (54-015-11-01) / T35N, R02E, SEC.16, N1/2NE.

T35N, R02E, SEC.18, SENE, NESE.

PRESQUE ISLE COUNTY (Advertised Price \$39,872.00), 53.0 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

BID INSTRUCTIONS (VER. 06/20/2011):

1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M-33, ATLANTA, MI 49709, no later than 10:00AM on September 06, 2011. For further information concerning this sale, contact Scott Whitcomb at 989-785-4251.

2. Bidder's Qualifications (6/11)

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/FMD 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. Preparation of Sealed Bids (1/11)

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. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified 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) the sale name or number and (b) 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. Public Opening of Sealed Bids (1/11)

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 (1/11)

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. Down Payment (1/11)

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. Performance Security (1/11)

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. Timber Sale Contract (1/11)

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 (1/11)

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 (1/11)

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-00090N 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.

RODNEY STOKES
Director

TIMBER SALE INFORMATION

INDIAN CREEK ASPEN (54-010-11-01)

T35N, R03E, SEC.26; T35N, R03E, SEC.35; T35N, R03E, SEC.36. PRESQUE ISLE COUNTY (Advertised Price \$31,472.50)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
B. T. Aspen	68.40 MBF	\$	82.00 / MBF
Mixed Oak	81.50 MBF	\$	104.00 / MBF
Red Pine	28.70 MBF	\$	134.00 / MBF
Pulpwood			
B. T. Aspen	458.00 Cords	\$	15.50 / Cord
Mixed Oak	425.00 Cords	\$	6.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,807.90:

ESTIMATED VOLUME*	ADV	ERTISED PRICE
166.00 Cords	\$	10.35 / Cord
12.00 Cords	\$	14.75 / Cord
24.00 Cords	\$	9.30 / Cord
44.00 Cords	\$	38.40 / Cord
	166.00 Cords 12.00 Cords 24.00 Cords	166.00 Cords \$ 12.00 Cords \$ 24.00 Cords \$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.00 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 **\$1,600.00** 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 must 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	20%
02	40%
03	40%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Indian Creek Aspen Sale Number: 54-010-11-01

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 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 species 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 White Pine, Spruce, and other trees marked with yellow paint.

2.1.11 - Description of timber note (2/04)

Note that Mixed Hardwood includes Red Maple & Paper Birch. Mixed softwood includes Jack Pine and Balsam Fir.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable UNDESIGNATED trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

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)

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 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be

4.1.12 - No new roads (6/10)

feathered into the woods and not left in berms or windrows.

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

allowed.

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 7 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

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.

5.2.3 - Operating Restrictions

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.31 - Landing locations (10/09)

Landing areas are marked on the timber sale map with the letter "L". Landings may be confined to these designated sites unless otherwise authorized by 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

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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on S. Silver Creek and Lincoln 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 Current as of 5/23/2011 8:54:24AM

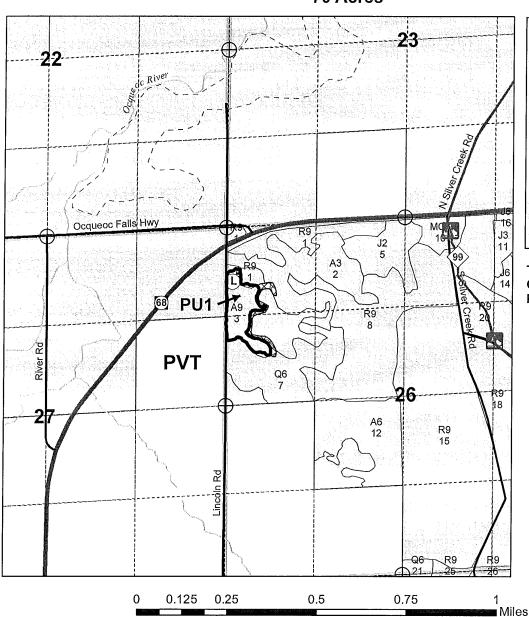
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Forest Manageme	anagement Unit County Mapped By: Coy D					Date		Page	of
Atlanta Mana	gement Unit		Presque Isle Cruised By: Coy				1/11	1	2
Township 35N	Range 3E	1	(s) and Subdivision(s) 1/2NW 35-SE1/4 &	SCALE 1:15,840					
		Cov	er Type			De	nsity		100
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdws F = Spruce Fir	Paper Birch H = Hemlock O = Oak Cedar J = Jack Pine P = Lowland Popi Treed Bog L = Lowland Brush Q = Mixed Swamp Swamp Hdws M = Mpl, Bch, Brch R = Red Pine		O = Oak P = Lowland Poplar Q = Mixed Swamp Cnfr R = Red Pine S = Black Spruce	U = Upland Brush UM = Upland Mixed V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 5 = Pole Tir 1 = Seedling Sapling Poor 6 = Pole Tir 2 = Seedling Sapling Medium 7 = Saw Tir 3 = Seedling Sapling Well 8 = Saw Tir 4 = Pole Timber Poor 9 = Saw Tir		imber Well imber Poor imber Medi		

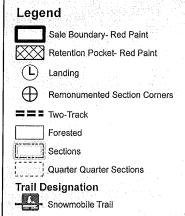
PU#	ACRES
1	10
2	29
3	31

Indian Creek Aspen

Presque Isle County Compartment 151 70 Acres







Total Sale Acres- 71 Cut Acres-70 Retention Acres- 1 (PU 1) 6 (PU 2) 1 (PU 3)

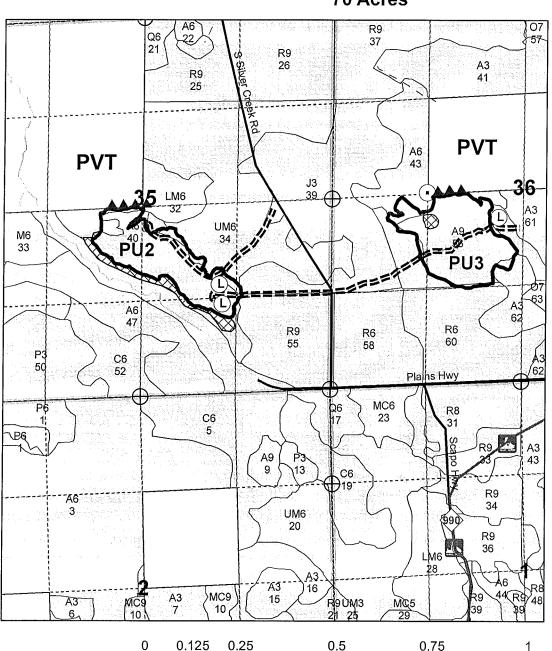
TIMBER SALE MAP This information provided by authority of Part 525 of Act 451, PA 1994, as amended. 54-010-11-01 11 Mapped By: Coy Forest Management Unit County Date Page of Cruised By: Presque Isle 2 Atlanta Management Unit 2 Coy 02/24/11 Township Range Section(s) and Subdivision(s) Scale **SCALE** 1:15,840 35N 26-W1/2NW 35-SE1/4 & NESW 36-N1/2SW 3E **Cover Type** Density N = Marsh G = Grass U = Upland Brush A = Aspen 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch H = Hemlock O = Oak UM = Upland Mixed 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine P = Lowland Poplar V = Bog or Marsh 2 = Seedling Sapling Medium 7 = Saw Timber Poor L = Lowland Brush D = Treed Bog 3 = Seedling Sapling Well Q = Mixed Swamp Cnfr W = White Pine 8 = Saw Timber Medium M = Mpl, Bch, Brch E = Swamp Hdws R = Red Pine X = Non Stocked 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir MC = Mixed Conifer S = Black Spruce Z = Water MD = Mixed Deciduous T = Tamarack

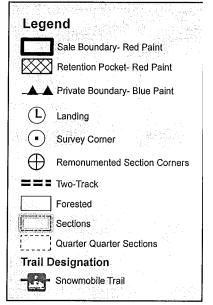
PU# ACRES 1 10 2 29 3 31

Indian Creek Aspen

Presque Isle County Compartment 151 70 Acres







Total Sale Acres- 71 Cut Acres- 70 Retention Acres- 1 (PU 1) 6 (PU 2) 1 (PU 3)

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TIMBER SALE INFORMATION

LOWLY ASPEN (54-011-11-01)

T36N, R02E, SEC.25; T36N, R02E, SEC.26.

PRESQUE ISLE COUNTY (Advertised Price \$44,876.05)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Red Maple	44.40 MBF	\$	46.00 / MBF
Pulpwood			
Balsam Fir	348.00 Cords	\$	17.80 / Cord
Mixed Aspen	888.00 Cords	\$	19.75 / Cord
Mixed Hardwood	680.00 Cords	\$	12.20 / Cord
N. W. Cedar	115.00 Cords	\$	23.70 / Cord
Paper Birch	267.00 Cords	\$	15.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,821.10:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Mixed Softwood	23.40 MBF	\$	31.00 / MBF
N. W. Cedar	21.80 MBF	\$	44.00 / MBF
Paper Birch	13.80 MBF	\$	69.00 / MBF
Pulpwood			
Basswood	14.00 Cords	\$	7.45 / Cord
Mixed Softwood	60.00 Cords	\$	18.00 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.36 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 **\$2,500.00** 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 must 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	14%
02	47%
03	11%
04	14%
05	14%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Lowly Aspen Sale Number: 54-011-11-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (12/08)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior retention areas 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), 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 do not cut yellow birch, hemlock and beech in payment unit 3, and do not cut hemlock in payment unit 4. Also, do not cut white pine in any of the payment units.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood pulpwood contains red maple, sugar maple and ash. Mixed softwood pulp contains spruce, red pine, and jack pine. Mixed softwood sawlogs contain balsam fir, white spruce, black spruce, red pine, and jack pine. Mixed aspen pulpwood contains bigtooth, quaking, and BAM.

2.2 - Utilization

2.2.11 - Chipping restriction (2/11)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, to meet Woody Biomass Harvesting Guidelines, do not chip the tops of any coniferous (spruce, fir, pine, cedar) tree species within the sale area. Tops from these trees should be scattered evenly over the sale area.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (12/08)

Payment unit(s) 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.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to residual merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

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.

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. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail.

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 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

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

5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to December 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (9/09)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 2, 3, 4, and 5 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

5.2.32 - Decking/landing restoration (9/10)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to insure the proper regeneration of the stand.

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.		
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TIMBER SALE INFORMATION

HILL ROAD ASPEN (54-013-11-01)

T35N, R03E, SEC.25; T35N, R03E, SEC.26.

PRESQUE ISLE COUNTY (Advertised Price \$11,175.95)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private land and state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE
Sawlogs			
Red Pine	10.60 MBF	\$	128.00 / MBF
Pulpwood			
B. T. Aspen	267.00 Cords	\$	13.30 / Cord
Jack Pine	307.00 Cords	\$	12.15 / Cord
Red Pine Pulpwood B. T. Aspen	267.00 Cords	\$ \$ \$	13.30 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,538.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADV	ERTISED PRICE
Sawlogs			
B. T. Aspen	13.90 MBF	\$	63.00 / MBF
Jack Pine	6.30 MBF	\$	38.00 / MBF
Mixed Oak	2.90 MBF	\$	83.00 / MBF
Pulpwood			
Balsam Fir	7.00 Cords	\$	13.45 / Cord
Mixed Oak	41.00 Cords	\$	5.50 / Cord
Q. Aspen	33.00 Cords	\$	9.00 / Cord
Red Maple	9.00 Cords	\$	10.10 / Cord
Red Pine	11.00 Cords	\$	29.25 / Cord
White Pine	11.00 Cords	\$	13.90 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.43 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 **\$600.00** 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 must 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

01

50%

02

50%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Specific Conditions & Requirements

Sale Name: Hill Road Aspen Sale Number: 54-013-11-01

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 state property are marked with red paint. Exterior sale boundary lines against private property are marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 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 White Pine, Red Pine, and Oak trees. Within Payment Unit 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 Oak and Pine marked with green paint above and below stump height.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area Payment Unit(s) 1 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations, if needed.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable UNDESIGNATED trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

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.

4.1.5 - Culverts (3/11)

Roads may require the installation of culverts at cross drainages on wet soils, or across natural drainage-ways. Culverts shall be placed in locations specified by the sale administrator and shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 16 feet in length, unless otherwise directed by sale administrator. Culverts shall be installed prior to use of the road. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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 5 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 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. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm constructed of stumps and logs covered with earth. 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.

4.4 - Access

4.4.1 - Private property access (8/10)

Permission for access across private land is the responsibility of the purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Permission to cross private land must include access for DNRE representatives to inspect the sale at any time.

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 7 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

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.

5.2.3 - 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.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.18 - Equipment requirements (1/09)

Tracked equipment may be required for cutting & skidding on steep slopes (between 35-40%) within south portion of PU 2 running NW to SE. An on-site observation/evaluation of the topography within PU 2 is encouraged to properly determine equipment capabilities.

5.2.31 - Landing locations (10/09)

Landing areas are marked on the timber sale map with the letter "L". Landings may be confined to these designated sites unless otherwise authorized by 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.

5.2.41 - Snowmobile trail protection (8/09)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

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.

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

5.5 - Protection of Improvements

5.5.3 - Protection of improvements detail (8/04)

The following are specific protection measures for this sale. An existing culvert must be crossed within the private drive to gain access Payment Unit 2. Functionally and visually, this existing culvert must be protected and maintained in an equal or better condition from the start of crossing use to the end of the sale contract. If the culvert is damaged it must be replaced according to sale condition 4.1.5.

5.7 - Protection of Historical Sites

5.7.1 - Historical sites (2/04)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with a red boundary line near the section corner adjacent to HWY 68. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$2000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The purchaser is responsible for posting and maintaining caution signs on S. Silver Creek road prior to beginning operations.

The road must be posted at appropriate distances from the sale area to warr be removed when harvest operations are suspended or completed. The Pur	n of logging activity and truck traffic. rchaser will provide these signs.	Signs must
ection Name: Sale Specific	Current as of 7/12/2011 10:	54:23AM

TIMBER SALE MAP This information provided by authority of Part 525 of Act 451, PA 1994, as amended. 54-013-11-01 11 Page Date of orest Management Unit County Mapped By: Coy 2 Cruised By: Presque Isle 03/08/11 Atlanta Management Unit Section(s) and Subdivision(s) Scale Township Range SCALE 1:15,840 26- N1/2NE 25- SENE, NESE, & W1/2NW 35N 3E Density Cover Type 0 = Non Stocked 5 = Pole Timber Medium N = Marsh U = Upland Brush A = Aspen G = Grass 6 = Pole Timber Well 1 = Seedling Sapling Poor B = Paper Birch H = Hemlock UM = Upland Mixed O = Oak

V = Bog or Marsh

W = White Pine

X = Non Stocked

Z = Water

PU# ACRES

2

37

23

C = Cedar

D = Treed Bog

F = Spruce Fir

E = Swamp Hdws

J = Jack Pine

L = Lowland Brush

M = Mpl, Bch, Brch

MC = Mixed Conifer

MD = Mixed Deciduous

Hill Road Aspen

Presque Isle County Compartment 151 60 Acres



7 = Saw Timber Poor

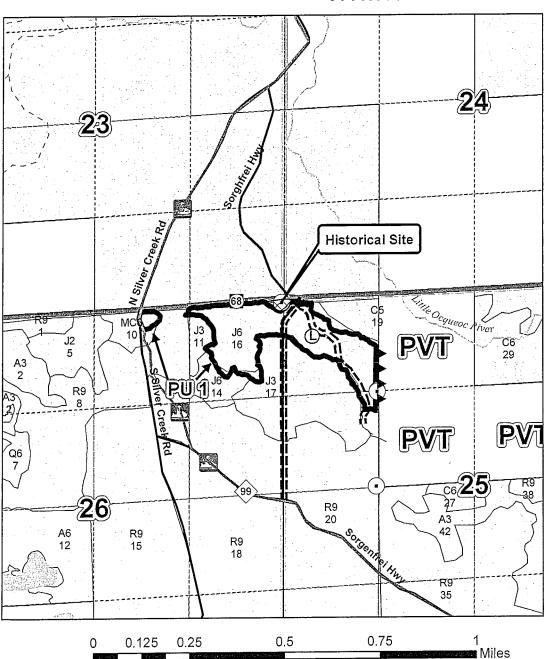
9 = Saw Timber Well

8 = Saw Timber Medium

2 = Seedling Sapling Medium

3 = Seedling Sapling Well

4 = Pole Timber Poor



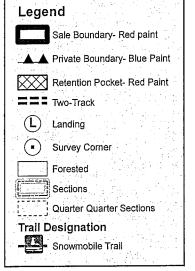
P = Lowland Poplar

R = Red Pine

T = Tamarack

S = Black Spruce

Q = Mixed Swamp Cnfr



Total Sale Acres- 60 Cut Acres- 60 Retention Acres- 1 (PU 1) 2 (PU 2)

Page 22 of 38

Weight : TIMBER SALE MAP This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Forest Management Unit County Mapped By: Coy Atlanta Management Unit Presque Isle Cruised By: Coy Township Range Section(s) and Subdivision(s)

54-013-11-01 11 Date Page of 2 03/08/11 2 Scale

SCALE 1:15,840

F = Spruce Fir PU# ACRES

23

2

A = Aspen B = Paper Birch

D = Treed Bog

E = Swamp Hdws

C = Cedar

35N

3E

MD = Mixed Deciduous

Cover Type G = Grass N = Marsh U = Upland Brush H = Hemlock 0 = 0ak J = Jack Pine P = Lowland Poplar V = Bog or Marsh L = Lowland Brush Q = Mixed Swamp Cnfr W = White Pine M = Mpl, Bch, Brch R = Red Pine MC = Mixed Conifer

S = Black Spruce

T = Tamarack

26- N1/2NE 25- SENE, NESE, & W1/2NW

UM = Upland Mixed X = Non Stocked Z = Water

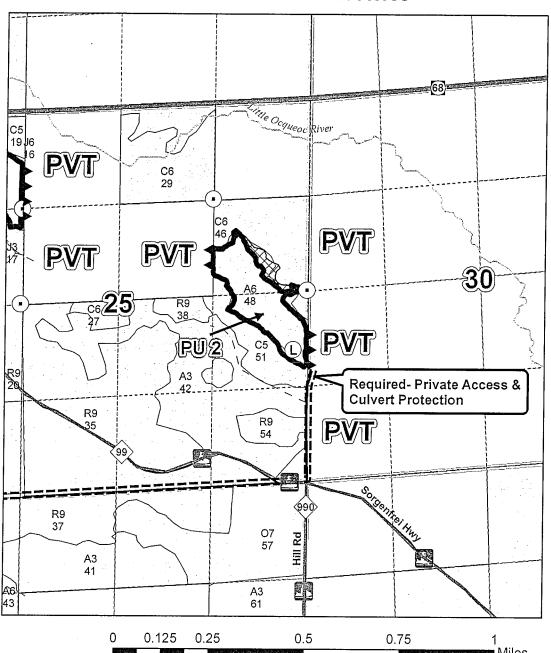
Density 0 = Non Stocked 5 = Pole Timber Medium 1 = Seedling Sapling Poor 6 ≈ Pole Timber Well

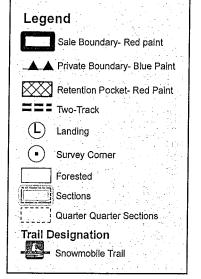
2 = Seedling Sapling Medium 7 = Saw Timber Poor 3 = Seedling Sapling Well 8 = Saw Timber Medium 4 = Pole Timber Poor 9 = Saw Timber Well

Hill Road Aspen

Presque Isle County Compartment 151 60 Acres







Total Sale Acres- 60 Cut Acres- 60 Retention Acres-1 (PU 1) 2 (PU 2)

TIMBER SALE INFORMATION

N. ALLIS ASPEN (54-015-11-01)

T35N, R02E, SEC.16; T35N, R02E, SEC.18.

PRESQUE ISLE COUNTY (Advertised Price \$39,872.00)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	AD\	/ERTISED PRICE
Sawlogs			
Red Oak	8.90 MBF	\$	213.00 / MBF
Red Pine	60.90 MBF	\$	140.00 / MBF
Pulpwood			
B. T. Aspen	598.00 Cords	\$	16.80 / Cord
Mixed Hardwood	189.00 Cords	\$	12.20 / Cord
Mixed Softwood	231.00 Cords	\$	22.00 / Cord
N. W. Cedar	112.00 Cords	\$	29.00 / Cord
Red Pine	78.00 Cords	\$	44.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,304.90:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
B. T. Aspen	19.40 MBF	\$	84.00 / MBF
Mixed Hardwood	6.00 MBF	\$	95.00 / MBF
White Pine	16.00 MBF	\$	51.00 / MBF
Pulpwood			
Red Oak	28.00 Cords	\$	25.50 / Cord
White Pine	59.00 Cords	\$	26.70 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.98 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 **\$2,000.00** 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 must 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

01

02

PERCENT OF TOTAL SALE VALUE

80%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2013.

Sale Specific Conditions & Requirements

Sale Name: N. Allis Aspen Sale Number: 54-015-11-01

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. Interior retention pockets are also marked with red paint. Do not cut painted boundary line trees.

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 species of 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 do not cut any white pine in payment unit 1 and hemlock in both payment units.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood includes sugar maple, red maple, white ash, and paper birch. Mixed softwood includes balsam fir, white spruce, black spruce, and jack pine.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/05)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to white pine tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (4/07)

Some existing roads may need to be closed, see the timber sale map for locations. In general, this will require constructing double earthen berms at strategic locations. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (6/10)

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

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 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (9/09)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

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.

5.2.1.9 - No Slash:pipe/powerline, oil/gas sites (2/04)

All pipelines, power lines, oil or gas storage sites and related access roads are to remain free of slash at all times.

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

5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to December 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (9/09)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the cut unit. This can be an unmerchantable piece or a full tree.

5.2.4.5 - Dead and down creation, reptiles and amphibians (2/05)

To encourage reptiles and amphibians, within unit(s) 2, leave one 14" DBH or greater full-length tree on the ground, with the top still intact, per 5 acres. These trees shall be evenly scattered through out the unit(s) and identified by blue flagging.

5.2.31 - Landing locations (10/09)

Landing areas for payment unit 2 are marked on the timber sale map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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.

Section Name: Sale Specific Current as of 5/31/2011 9:50:56AM

Jaio Humbel IMBER SALE MAP 54-015-11-01 2011 This information provided by authority of Part 525, 1994 PA 451, as amended. Forest Management Unit County Mapped By C. Fate Page Atlanta Presque Isle 03/21/2011 Fate/G. Rekowski Cruised By C. Township Section(s) and Subdivision(s) Range 35N 02E 16: N&NE 18: SENE , NESE Scale: |...4 inches......| = 1 mile **Cover Type** A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch H = Hemlock P = Lowland Poplar V = Bog or Marsh 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar Q = Mixed Swamp Cnfr J = Jack Pine W = White Pine 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack N. Allis Aspen CR 489 N. PALMER 53 Acres Presque Isle County PU #s Acre: 20 2 33 BEACH HWY STEWART PVT HELL HWY PVT Legend

Sale Boundary: XXX DVAWAY DMB (Red Paint) FIELD OFFKE Private Boundary: 🙃 🙃 N. ALLIS HWY (Blue Paint) Retention Areas: (Red Paint) County Road: Two-Track: PROPERTY LINES: x Comp: 145, DUI Retention Acres, 5 Stands: 5, 38 & 105

Michigan Department of Nat 'Resources & Environment, Forest Management Div' Sale Number Year I IMBER SALE MAP 2011 54-015-11-01 This information provided by authority of Part 525, 1994 PA 451, as amended Forest Management Unit County Mapped By C. Fate Page of Atlanta Presque Isle 03/21/2011 Cruised By C. Fate/G. Rekowski 2 2 Township Range Section(s) and Subdivision(s) Scale: | ... 4 inches | = 1 mile 35N 02E 16: N/7 NE SENE NESE Cover Type Density A = Aspen G = Grass O = Oak U = Upland Brush 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch V = Bog or Marsh W = White Pine H = Hemlock P = Lowland Poplar 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 2 = Seedling Sapling Medium 7 = Saw Timber Poor D = Treed Bog L = Lowland Brush R = Red Pine X = Non Stocked 3 = Seedling Sapling Well 8 = Saw Timber Medium S = Black Spruce E = Swamp Hdwoods M = Mpl, Bch, Brch Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well F = Spruce Fir N = Marsh T = Tamarack N. Allis Aspen 53 Acres Presque Isle County N. PALMER RD. PU #s Acres 8 20 1 2 33 R9 PALMER B Sale Boundary: 🗶 🗶 🗶 (Red Paint) Private Boundary: 📙 🙃 👨 (Blue Paint) Retention Areas: (Red Paint) LANDING LOCATION! [L] County Road: N. ALLIS HWY Two-Track: POWER LINE Comp: 145 PU2 Pretention Acres, 2,5 Stands: 5, 38 & 105

BID FORM

INDIAN CREEK ASPEN (54-010-11-01)

T35N, R03E, SEC.26; T35N, R03E, SEC.35; T35N, R03E, SEC.36; PRESQUE ISLE COUNTY

In response to the notice of sale to be held 10:00AM on September 06, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	ED VOLUME* ADVERTISED PRICE		BID PRICE		
Sawlogs						
B. T. Aspen	68.40	MBF	\$	82.00 / MBF	\$	/ MBF
Mixed Oak	81.50	MBF	\$	104.00 / MBF	\$	/ MBF
Red Pine	28.70	MBF	\$	134.00 / MBF	\$	/ MBF
Pulpwood						
B. T. Aspen	458.00	Cords	\$	15.50 / Cord	\$	/ Cord
Mixed Oak	425.00	Cords	\$	6.20 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,807.90:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		AD	VERTISED PRICE
Pulpwood				
Mixed Hardwood	166.00	Cords	\$	10.35 / Cord
Mixed Softwood	12.00	Cords	\$	14.75 / Cord
Q. Aspen	24.00	Cords	\$	9.30 / Cord
Red Pine	44.00	Cords	\$	38.40 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.00 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

FEDERA	. ID:	or SOCIAL SECU	JRITY NUMBER:	
Company	or individual bidding:			
Company	representative's name:			
Address:				
City:		State:	Zip:	
AVAILABLE, PLE	ASE PLACE THE PERSONA	ALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.
lividual or compar	y representative's signature:			Date:
one number :		Email (c	optional):	



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

Signature of Owner or Authorized Representative

Title

VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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 printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation You must check one of the boxes below: 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 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 days of the contract award. 3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State ZIP I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.

Date

BID FORM

LOWLY ASPEN (54-011-11-01) T36N, R02E, SEC.25; T36N, R02E, SEC.26; PRESQUE ISLE COUNTY

In response to the notice of sale to be held 10:00AM on September 06, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	ADVERTISED PRICE		BID PRI	CE
Sawlogs						
Red Maple	44.40	MBF	\$	46.00 / MBF	\$	/ MBF
Pulpwood						
Balsam Fir	348.00	Cords	\$	17.80 / Cord	\$	/ Cord
Mixed Aspen	888.00	Cords	\$	19.75 / Cord	\$	/ Cord
Mixed Hardwood	680.00	Cords	\$	12.20 / Cord	\$	/ Cord
N. W. Cedar	115.00	Cords	\$	23.70 / Cord	\$	/ Cord
Paper Birch	267.00	Cords	\$	15.95 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,821.10:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		<u>ADV</u>	ERTISED PRICE
Sawlogs				
Mixed Softwood	23.40	MBF	\$	31.00 / MBF
N. W. Cedar	21.80	MBF	\$	44.00 / MBF
Paper Birch	13.80	MBF	\$	69.00 / MBF
Pulpwood				
Basswood	14.00	Cords	\$	7.45 / Cord
Mixed Softwood	60.00	Cords	\$	18.00 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.36 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

	FEDERAL ID:	or SOCIAL	SECURITY NUMBE	BER:	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	_ State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL	FROM YOUR PROS	OSPECTUS IN THE ABOVE BOX.	
ndividua	I or company representative's signatu	ure:		Date:	
Phone nu	ımber :	E	Email (optional):		



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

•	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 below): 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 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 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 days of the contract award. 					
3.	If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees					
Nan	ne of Business Federal ID (or) Social Security No.					
٨٨٨	ress Telephone					
Auu	reephone ()					
City	State ZIP					
000	ereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that cur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					
-	Title Date					

BID FORM

<u>HILL ROAD ASPEN (54-013-11-01)</u> T35N, R03E, SEC.25; T35N, R03E, SEC.26; PRESQUE ISLE COUNTY

In response to the notice of sale to be held 10:00AM on September 06, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	AD	VERTISED PRICE	BID PRICE	
Sawlogs						
Red Pine	10.60	MBF	\$	128.00 / MBF	\$	/ MBF
Pulpwood						
B. T. Aspen	267.00	Cords	\$	13.30 / Cord	\$	/ Cord
Jack Pine	307.00	Cords	\$	12.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,538.00:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		<u>ADV</u>	ERTISED PRICE
Sawlogs				
B. T. Aspen	13.90	MBF	\$	63.00 / MBF
Jack Pine	6.30	MBF	\$	38.00 / MBF
Mixed Oak	2.90	MBF	\$	83.00 / MBF
Pulpwood				
Balsam Fir	7.00	Cords	\$	13.45 / Cord
Mixed Oak	41.00	Cords	\$	5.50 / Cord
Q. Aspen	33.00	Cords	\$	9.00 / Cord
Red Maple	9.00	Cords	\$	10.10 / Cord
Red Pine	11.00	Cords	\$	29.25 / Cord
White Pine	11.00	Cords	\$	13.90 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 17.43 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	ual or company representative's signature: Date:					
Phone nu	one number : Email (optional):					



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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 printed except for written signatures.

Please Check Appropriate Categories:					
My business is organized as (you must check <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation					
 You must check one of the boxes below: A.					
Full-time En	nployees	Part-time Employees			
lame of Business		Federal ID (or) Social Security No.			
Address		Telephone ()			
City	State	ZIP			
hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative					
Title		Date			

BID FORM

N. ALLIS ASPEN (54-015-11-01) T35N, R02E, SEC.16; T35N, R02E, SEC.18; PRESQUE ISLE COUNTY

In response to the notice of sale to be held 10:00AM on September 06, 2011, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Sawlogs						
Red Oak	8.90	MBF	\$	213.00 / MBF	\$	_ / MBF
Red Pine	60.90	MBF	\$	140.00 / MBF	\$	_ / MBF
Pulpwood						
B. T. Aspen	598.00	Cords	\$	16.80 / Cord	\$	_ / Cord
Mixed Hardwood	189.00	Cords	\$	12.20 / Cord	\$	/ Cord
Mixed Softwood	231.00	Cords	\$	22.00 / Cord	\$	/ Cord
N. W. Cedar	112.00	Cords	\$	29.00 / Cord	\$	/ Cord
Red Pine	78.00	Cords	\$	44.40 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,304.90:

PRODUCTS & SPECIES	ESTIMATED VOLUM	<u>/IE*</u> <u>А</u> Г	OVERTISED PRICE
Sawlogs			
B. T. Aspen	19.40 MBF	\$	84.00 / MBF
Mixed Hardwood	6.00 MBF	\$	95.00 / MBF
White Pine	16.00 MBF	\$	51.00 / MBF
Pulpwood			
Red Oak	28.00 Cords	\$	25.50 / Cord
White Pine	59.00 Cords	\$	26.70 / Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.98 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.

I understand that any or all bids may be rejected. 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 staffing subject to my control.

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	idual or company representative's signature: Date:					
Phone nu	none number : Email (optional):					



Michigan Department of Natural Resources & Environment Forest Management Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION 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.

	days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed e	xcept for written si	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of the boxes below): 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 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 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 days of the contract award. 					
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees					
Nam	ne of Business		Federal ID (or) Social Security No.			
			,			
Addı	ress		Telephone ()			
City		State	ZIP			
000	ereby certify that the above information is our in factors affecting my coverage during Signature of Owner or Authorized Representative		ent and future operations.			
7	Title		Date			