



DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS

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

MISERY IN 43 / T36N, R25W, SEC. 25, NWNE.
T36N, R25W, SEC. 24, N1/2NE;SE1/4;SESW;NESW.
MENOMINEE COUNTY (Appr. \$54,154.80)

TROLLS ENDING / T36N, R25W, SEC. 23, NENE.
T36N, R25W, SEC. 24, NW1/4.
MENOMINEE COUNTY (Appr. \$55,821.25)

LAST GASP / T35N, R25W, SEC. 05, S1/2, E1/2NW, W1/2NE, SENE.
MENOMINEE COUNTY (Appr. \$138,014.85)

EMPTY NEST BEQUEST / T35N, R25W, SEC. 05, W1/2NW.
T35N, R25W, SEC. 06, E1/2NE;NWNW;N1/2SW.
MENOMINEE COUNTY (Appr. \$65,917.55)

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SALE DATE AND TIME: 4:00 p.m. on March 11, 2009.

ESCANABA

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

1. **Bid Location, Date, and Time:** Bids must be received by the Unit Manager, Escanaba Management Unit, 6833 Hwy 2, 41 & M-35, Gladstone, MI 49837, no later than 4:00 p.m. on March 11, 2009. For further information concerning this sale, contact the Unit Manager at 906-786-2354.
2. **Bidder's Qualifications:** 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. **Preparation of Sealed Bids:** 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:** 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) 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. **Public Opening of Sealed Bids:** 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. **Down Payment:** 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:** 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:** 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

MISERY IN 43 (035-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| MIX HARDWD | 130.60 MBF | \$ 153.00/MBF |
| PULPWOOD | | |
| MIX HARDWD | 937.00 CORDS | \$ 28.40/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| SUG. MAPLE | 4.00 MBF | \$ 420.00/MBF |
| PULPWOOD | | |
| BALSAM FIR | 40.00 CORDS | \$ 21.30/CORD |
| W. SPRUCE | 50.00 CORDS | \$ 21.80/CORD |
| MIX ASPEN | 132.00 CORDS | \$ 29.85/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 9.98 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 \$3,500.00 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 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1 | 29% |
| 2 | 34% |
| 3 | 06% |
| 4 | 20% |
| 5 | 11% |
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.



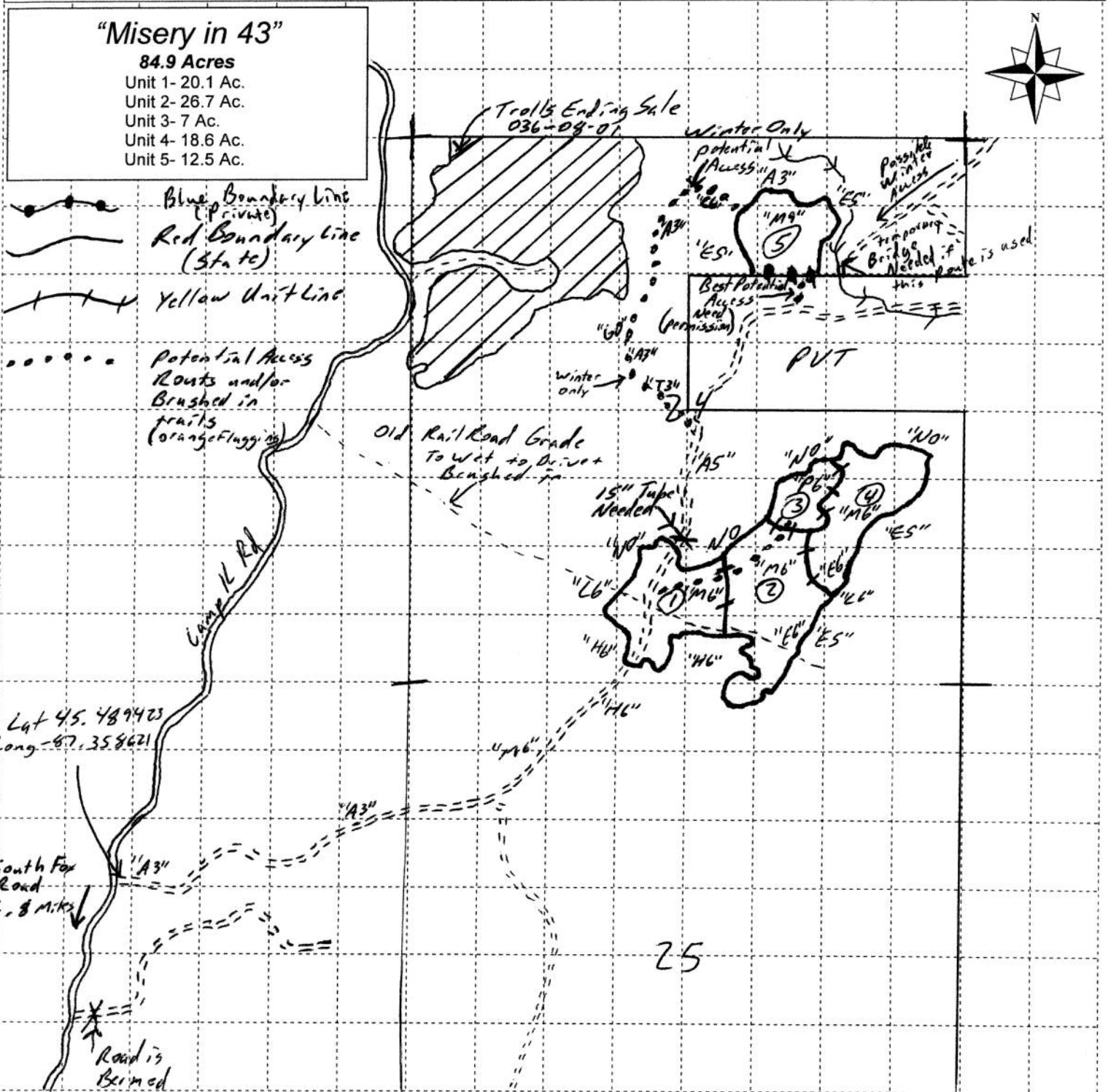
TIMBER SALE MAP

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

| | |
|--------------|------|
| Sale Number | Year |
| 33-035-08-01 | 2008 |

| | | | | | |
|--------------------------|-----------|---|-----------------------------|------|----|
| Forest Management Unit | County | Mapped By | Date | Page | Of |
| Escanaba Management Unit | Menominee | Standerfer | 8/28/2008 | 1 | 1 |
| Township | Range | Section(s) and Subdivision(s) | Scale: [1/4".....] = 1 mile | | |
| 36N | 25W | NESW (24-N1/2NE; SE1/4; SESW (25-NWNE)) | | | |

| Cover Type | | | | Density | | | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|--|--|
| 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 | J = Jack Pine | Q = Mixed Swamp Cnfr | W = White Pine | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor | | |
| D = Tread 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 | | | | | |



Sale Specific Conditions & Requirements

Sale Name: Misery In 43 Sale Number: 33-035-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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 for and they are designated to be cut in both adjacent payment units.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except DO NOT cut cedar or hemlock. If cedar or hemlock needs to be cut to access other species the trees are to remain on site and not utilized. Cutting of cedar and hemlock should be minimized.

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1, 2, 4 & 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In Addition: within units 1, 2 & 4 cut all merchantable aspen, balm, spruce & balsam fir unless they are marked with an orange X. Aspen, Balm, Spruce & fir marked with an orange X is to remain uncut and undamaged.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood volumes include soft maple, hard maple, ash, basswood, and paper birch. The majority of the mixed hardwood volume is soft maple and ash. Mixed aspen volumes include trembling aspen, Balm and a minimal amount of big tooth aspen.

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 (6/07)

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.

4.1.8 - Road work (1) (8/07)

The following road work is required: One 15"(inch) x 24' (feet) new corrugated metal culvert must be placed in the treed drainage just to the north of unit 1(See Map). Approximately 40 yards of gravel is to be placed approaching the culvert and over the top of the culvert. At least 15"(inches) of fill material must be placed over the culvert to keep it from getting crushed. In addition, approximately 160 yards of fill material will be needed along the remainder of the access road. Pit run gravel is available from a state owned gravel pit on the South Fox Road which is about a 3 mile haul from the needed location. More fill material may be needed, it is the contractors responsibility to place additional fill material if it is needed. All road work must be completed prior to harvest operations. No road work can be done from the dates of February 15th-August 15th due to a eagle nest within ~1/2 mile of this location.

If access is across the Rye property for unit 5, a temporary bridge or frozen crossing will be needed to cross the dried up creek bed. This bridge or frozen crossing will only be used for skidding and not for truck traffic. This access is only good for the winter as the road would need a substantial amount of work to hold up to summer truck traffic and this will minimize disturbance to the drain area. Contact sale administrator for further details.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling can not take place between the dates of February 15th- August 1st due to a nearby eagle nest and the spring break up period. The restriction may also occur during wet weather conditions.

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner is required by the DNR. A copy of the written permission from the private landowner must be given to the Unit Manager or sale representative prior to the beginning of operations. Permission to cross private land must include access for DNR representatives to inspect the sale at any time.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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 and to go over the sale specifications. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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.

5.2.3 - Operating Restrictions

5.2.3.2 - Operating restrictions (3/07)

Within Payment Unit(s) 1, 2, 3, 4 & 5, unless changed by written agreement, cutting, skidding, and hauling are limited to extremely dry or frozen ground conditions between the dates of August 1st-February 15th. This restriction is because of wet ground within these units, will help to minimize disturbance to a near by eagle nest on private property, will help minimize complications due to bark slippage, and will minimize soil damage and rutting on the roads and skid trails during the spring break up period.

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 (5/08)

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 10 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased. If rutting does occur, it is the purchasers responsibility to smooth out and flatten ruts once conditions improve.

TROLLS ENDING (036-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| MIX HARDWD | 177.60 MBF | \$ 141.00/MBF |
| PULPWOOD | | |
| MIX HARDWD | 853.00 CORDS | \$ 26.55/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| P. BIRCH | 4.90 MBF | \$ 145.00/MBF |
| PULPWOOD | | |
| P. BIRCH | 78.00 CORDS | \$ 20.50/CORD |
| BALSAM FIR | 74.00 CORDS | \$ 22.85/CORD |
| W. SPRUCE | 70.00 CORDS | \$ 22.85/CORD |
| MIX ASPEN | 126.00 CORDS | \$ 20.10/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 8.46 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 \$3,500.00 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 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1 | 30% |
| 2 | 26% |
| 3 | 15% |
| 4 | 22% |
| 5 | 07% |
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, 2011.



TIMBER SALE MAP

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

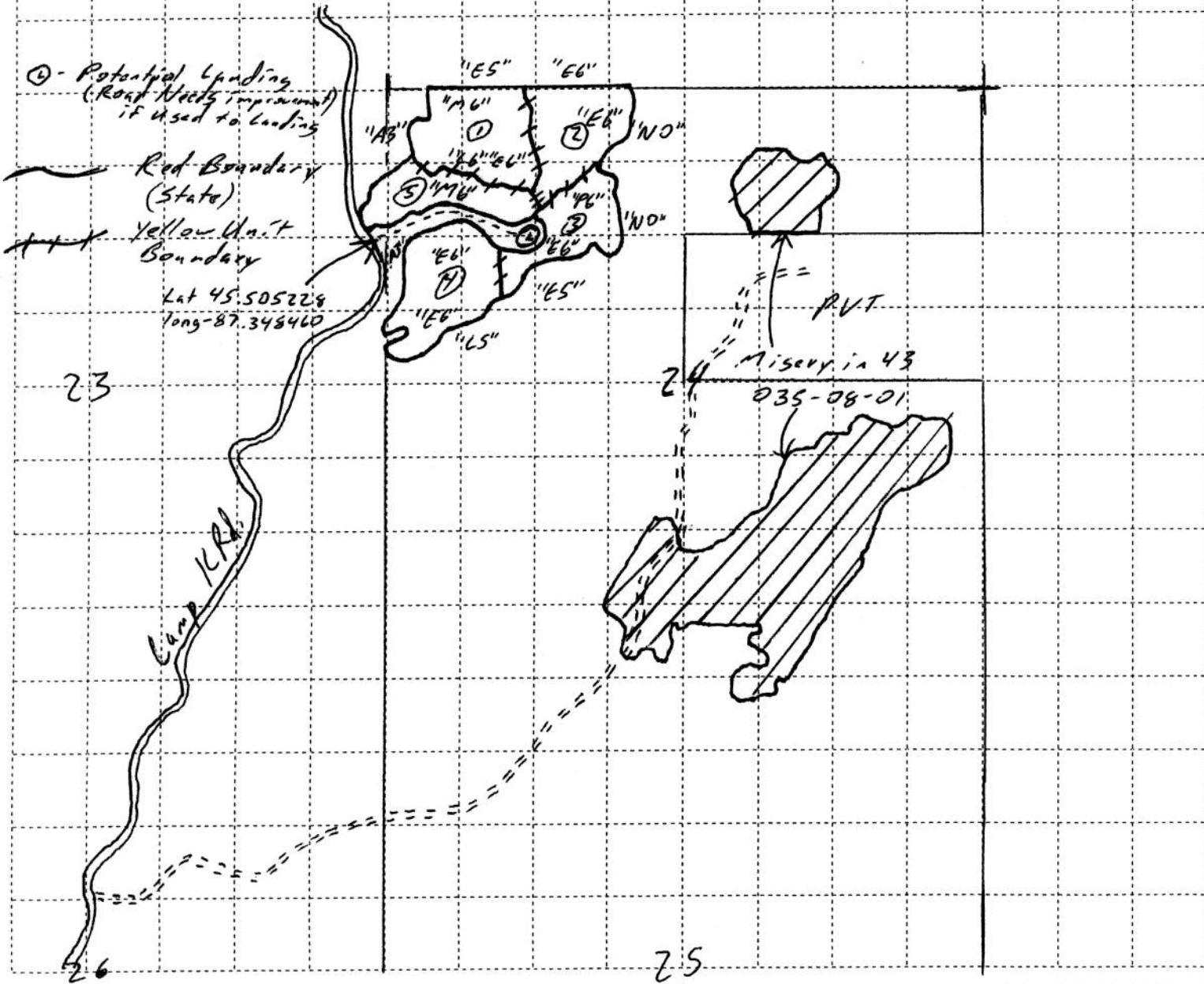
| | |
|--------------|------|
| Sale Number | Year |
| 33-036-08-01 | 2008 |

| | | | |
|--------------------------|-----------|-------------------------------|-------------------|
| Forest Management Unit | County | Mapped By | Standerfer |
| Escanaba Management Unit | Menominee | Cruised By | Salter/Standerfer |
| Township | Range | Section(s) and Subdivision(s) | |
| 36N | 25W | (23-NENE) (24-NW1/4) | |

| | | |
|-------------------------------|------|----|
| Date | Page | Of |
| 8/29/2008 | 1 | 1 |
| Scale: [.. 4"] = 1 mile | | |

| Cover Type | | | | Density | | | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|-----|--|
| 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 | J = Jack Pine | Q = Mixed Swamp Cnfr | 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 | | | | EWT | |

"Trolls Ending ☹"
79.5 Acres
 Unit 1- 19.4 Ac.
 Unit 2- 15.7 Ac.
 Unit 3- 12.5Ac.
 Unit 4- 19.2 Ac.
 Unit 5- 12.7 Ac.



Sale Specific Conditions & Requirements

Sale Name: Trolls Ending Sale Number: 33-036-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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 and they are designated to be cut in both adjacent payment units.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all merchantable aspen, white spruce and balsam fir unless they are marked with an orange X. Aspen, spruce and balsam fir marked with an orange X is to remain uncut and undamaged. Aspen, white spruce, & balsam fir trees without an orange X are to be cut and utilized.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 1, 2, 3 & 4, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting ; except DO NOT cut cedar, hemlock, elm, green painted trees and spruce and ash under 4" (inches) DBH (Diameter at breast height).

2.1.9 - Harvest exception (12/04)

Do not cut any cedar trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or their representative. Stumpage price for cedar shall be \$50.00 per cord for posts and pulpwood, and \$100.00 per cord for bolts and sawlogs.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood volumes include primarily soft maple (~30%) and ash (~60%), but also includes minimal volumes of hard maple, basswood and yellow birch (~10%). These figures are estimates and the purchaser should make their own evaluations of the timber composition.

Mixed aspen volumes include quaking aspen, big tooth aspen as well as balsam poplar.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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.

4.1.8 - Road work (1) (8/07)

The following road work is required if the purchaser uses the small two track road that skirts the south end of unit 5 to access the sale. Approximately 120 yards of pit run gravel will need to be placed and spread in the wetter portions of the road and brush/stumps will need to be removed from the trail edge. Pit run gravel is available from a state gravel pit on the South Fox road that is approximately 4 miles from this location. Depending on weather conditions more or less fill may be needed to allow logging truck ingress and egress. Contact the sale administrator for further details.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup or wet weather conditions.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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 and to go over the sale specifications. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of the Camp K road.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, 2, 3, 4, unless changed by written agreement, cutting & skidding are limited to extremely dry or frozen ground conditions between the dates of July 15th and March 31st. This restriction is to help with bark slippage complications and to minimize rutting during the spring break up period.

5.2.12 - Bark slippage restriction (3/07)

Within Payment Unit(s) 5, cutting & skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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 (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 10 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 10 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased. If rutting does occur, it is the purchasers responsibility to flatten and level rutted areas if it can be done without causing further damage.

5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to wetter soil types throughout the timber sale.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (5/05)

The purchaser is responsible for posting and maintaining caution signs on the Camp K 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.

LAST GASP (037-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| MIX HARDWD | 104.10 MBF | \$ 135.00/MBF |
| PULPWOOD | | |
| Q. ASPEN | 1240.00 CORDS | \$ 28.75/CORD |
| MIX HARDWD | 1783.00 CORDS | \$ 28.10/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| WHITE PINE | 103.70 MBF | \$ 101.00/MBF |
| RED PINE | 78.60 MBF | \$ 117.00/MBF |
| PULPWOOD | | |
| BALSAM FIR | 299.00 CORDS | \$ 23.65/CORD |
| W. SPRUCE | 300.00 CORDS | \$ 20.00/CORD |
| TAMARACK | 26.00 CORDS | \$ 20.45/CORD |
| WHITE PINE | 208.00 CORDS | \$ 20.45/CORD |
| RED PINE | 30.00 CORDS | \$ 22.75/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 6.38 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:

| <u>PAYMENT</u> | <u>UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------|--------------------|------------------------------------|
| | 1 | 08% |
| | 2 | 05% |
| | 3 | 19% |
| | 4 | 11% |
| | 5 | 11% |
| | 6 | 09% |
| | 7 | 09% |
| | 8 | 03% |
| | 9 | 01% |
| | 10 | 04% |
| | 11 | 07% |
| | 12 | 13% |

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.



TIMBER SALE MAP

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

| | |
|---------------------|------|
| Sale Number | Year |
| 33-037-08-01 | 2008 |

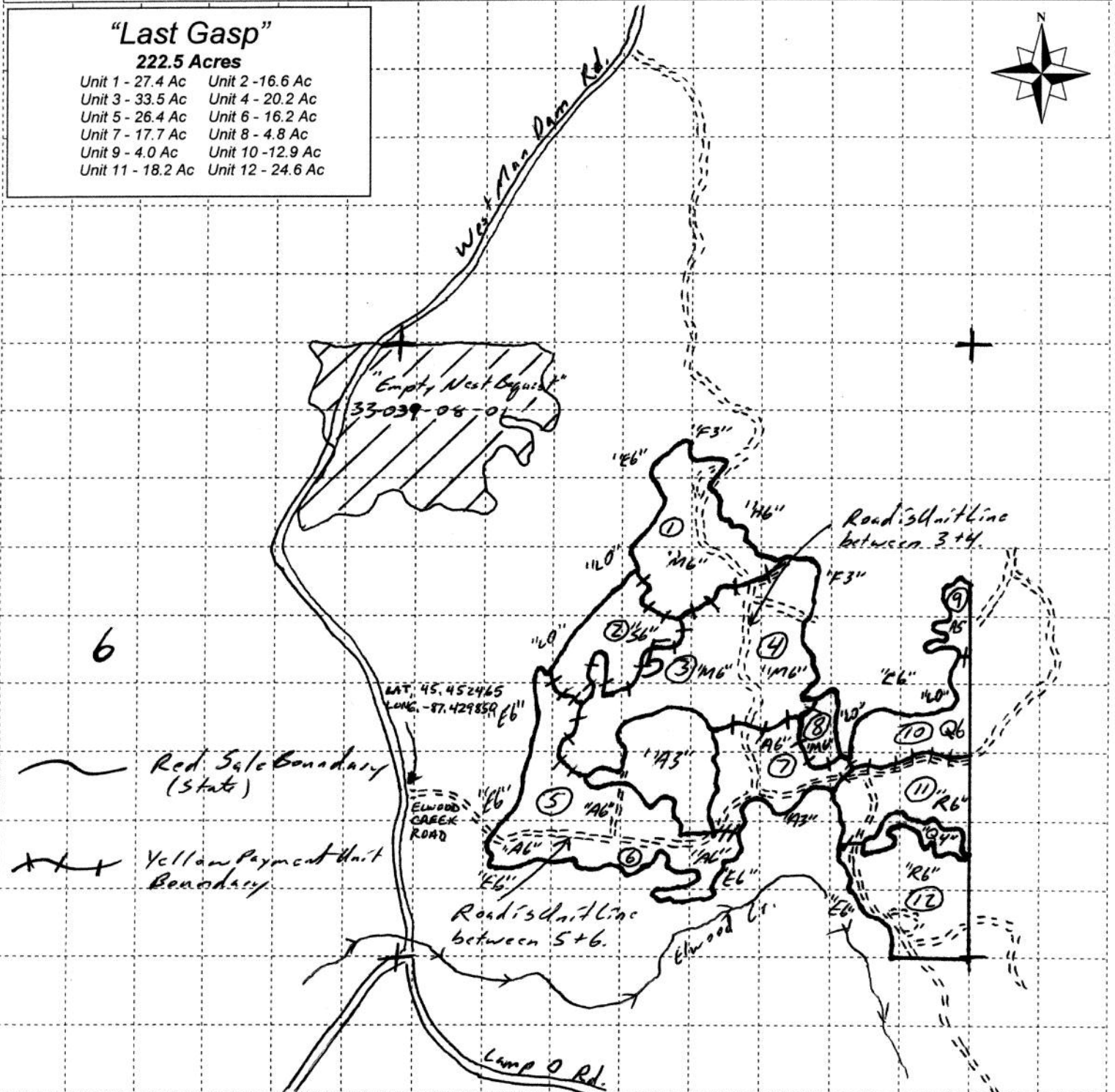
| | | | | | |
|--|---------------------|---|------------------------------|-----------|---------|
| Forest Management Unit Escanaba Management Unit | County Menominee | Mapped By Standerfer | Date 9/29/2007 | Page 1 | Of 1 |
| Township 35N | Range 25W | Section(s) and Subdivision(s) Sec 5 (S1/2, E1/2NW, W1/2NE, SENE) | Scale: [...4".....] = 1 mile | | |

| Cover Type | | | | Density | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| 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 | J = Jack Pine | Q = Mixed Swamp Cnfr | 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 | | | |

"Last Gasp"

222.5 Acres

- Unit 1 - 27.4 Ac
- Unit 2 - 16.6 Ac
- Unit 3 - 33.5 Ac
- Unit 4 - 20.2 Ac
- Unit 5 - 26.4 Ac
- Unit 6 - 16.2 Ac
- Unit 7 - 17.7 Ac
- Unit 8 - 4.8 Ac
- Unit 9 - 4.0 Ac
- Unit 10 - 12.9 Ac
- Unit 11 - 18.2 Ac
- Unit 12 - 24.6 Ac



Sale Specific Conditions & Requirements

Sale Name: Last Gasp Sale Number: 33-037-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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 (2/04)

Within Payment Unit(s) 9, cut all species of trees that are four (4) inches or more in diameter measured at a point of four and one-half (4-1/2) feet above ground level regardless of merchantability; except Do Not cut cedar, red or white pine.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 2, 8, and 10, cut all species of trees which meet minimum piece specifications in 2.2 Utilization; except Do Not cut cedar, hemlock, and trees marked with green paint. Also, within units 8 and 10 Do Not cut white pine.

2.1.4 - Species designation unit(s) (5/07)

Within Payment Unit(s) 5, 6, and 7, all species are designated for cutting which meet minimum piece specifications in 2.2 Utilization; except Do Not cut cedar, hemlock, red pine, and white pine marked with green paint.

2.1.5 - Overstory removal unit(s) (9/06)

Within Payment Unit(s) 1, 11, and 12, all red and white pine with a DBH equal to or greater than 10 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting ; except for those pine marked with green paint. Also, cut all other species that are greater than 4 inches at DBH; except Do Not cut cedar, hemlock, yellow birch, or beech.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 3 and 4, all species of trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting ; except Do Not cut cedar, hemlock, yellow birch, beech, ash less than 5 inches, and trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood contains a mix of maple, ash, birch, and a minor amount of other species. Red maple makes up the largest percentage of the volume. There is some black spruce combined with the white spruce volume.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) that exceed \$14,000 in value 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. In addition, extreme care should be taken to avoid damage to 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.

Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (6/07)

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.

4.2 - Maintenance

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup or wet weather conditions.

4.2.3 - Road maintenance (9/08)

The following road maintenance is required: 200 yards of gravel must be hauled and spread on the Elwood Creek Road prior to beginning any operations. There are a number of low areas that will require fill. There is also an existing culvert that needs 12 inches of gravel over it. The timber sale administrator will determine where the fill is to be placed. Gravel is available from a state pit that is approximately 4 miles from this sale. The pit is on the north end of the Westman Dam road.

4.2.4 - Grading (5/08)

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. The grading equipment to be used must be approved by the Unit Manager or their representative.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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

5.1.4 - Post-sale conference (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of forest roads.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 2 and 10, unless changed by written agreement, cutting and skidding are limited to December 1st to March 31st, unless there is a dry summer and the timber sale administrator allows cutting during a different time period. This restriction is because of the low wet ground within each of these units.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (12/04)

It is recommended, but not required, that within Payment Unit(s) 3, 4, and 8, cutting and skidding occur during dry summer or frozen winter conditions. This restriction is because of some areas of low wet ground within these units.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 30 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 25 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Elwood Creek Road prior to beginning operations. The road must be posted 200 feet 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 for use on State-owned land.

EMPTY NEST BEQUEST (039-08-01)

A timber sale contract for this LUMP SUM SEALED 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:

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| MIX HARDWD | 155.40 MBF | \$ 131.00/MBF |
| PULPWOOD | | |
| MIX ASPEN | 241.00 CORDS | \$ 28.75/CORD |
| MIX HARDWD | 1273.00 CORDS | \$ 27.20/CORD |

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

| <u>SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>APPRAISED PRICE</u> |
|----------------|--------------------------|------------------------|
| SAWLOGS | | |
| WHITE PINE | 5.40 MBF | \$ 128.00/MBF |
| PULPWOOD | | |
| BALSAM FIR | 96.00 CORDS | \$ 22.10/CORD |
| W. SPRUCE | 47.00 CORDS | \$ 22.60/CORD |
| WHITE PINE | 6.00 CORDS | \$ 21.80/CORD |

*The volumes are statistically estimated within plus (+) or minus (-) 9.71 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 \$4,500.00 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 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:

| <u>PAYMENT UNIT NUMBER</u> | <u>PERCENT OF TOTAL SALE VALUE</u> |
|----------------------------|------------------------------------|
| 1 | 04% |
| 2 | 07% |
| 3 | 16% |
| 4 | 37% |
| 5 | 36% |
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.



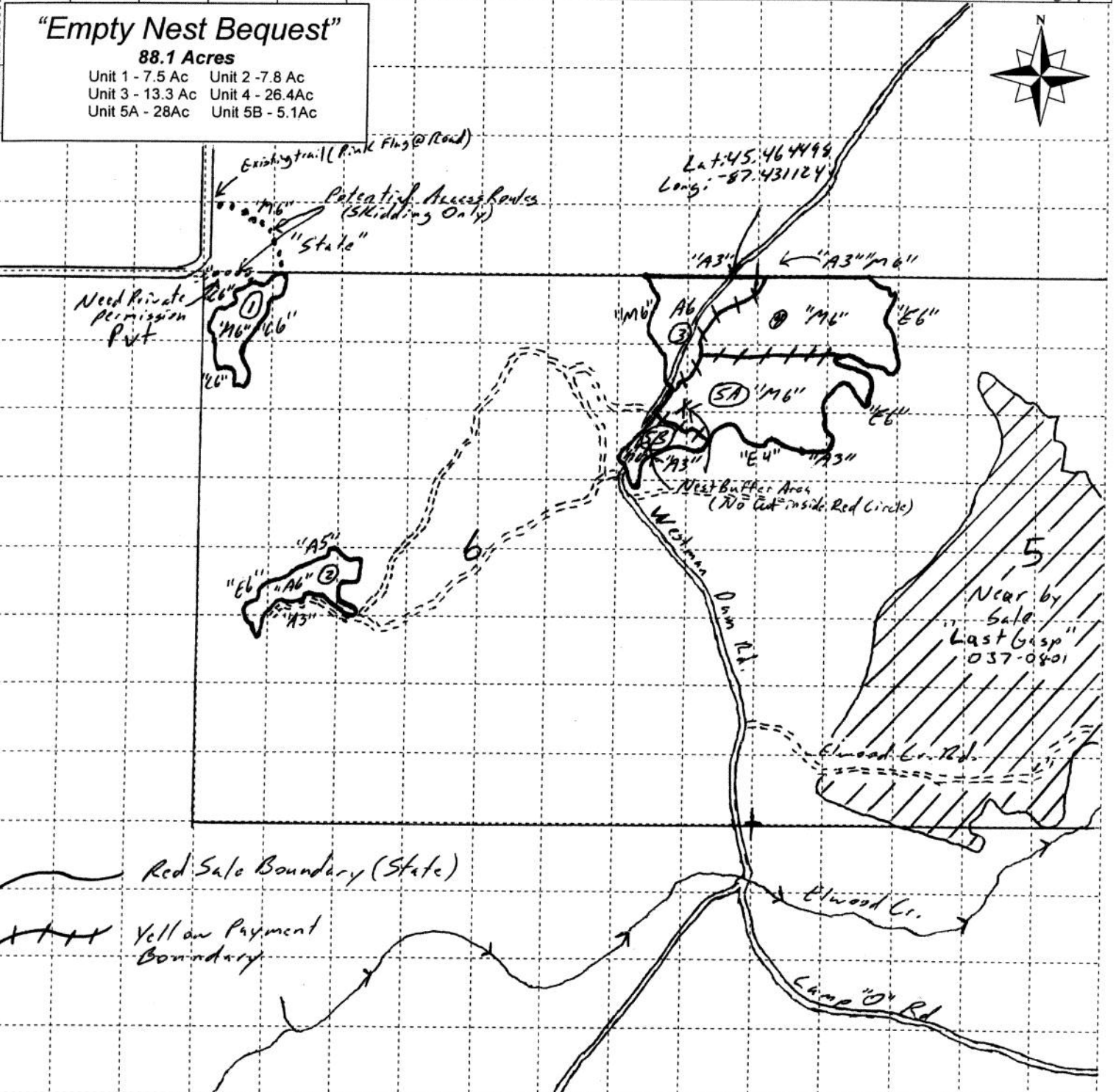
TIMBER SALE MAP

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

| | |
|---------------------|------|
| Sale Number | Year |
| 33-039-08-01 | 2008 |

| | | | | | | |
|--|--------------|---|-------------------------|--------------------------------|-----------|---------|
| Forest Management Unit Escanaba Management Unit | | County Menominee | Mapped By Standerfer | Date 9/25/2007 | Page 1 | Of 1 |
| Township 35N | Range 25W | Section(s) and Subdivision(s) Sec. 5-W ¹ / ₂ N ¹ / ₂ Sec. 6-E1/2NE, N1/2SW | | Scale: [... 4"] = 1 mile | | |

| Cover Type | | | | Density | |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| 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 | J = Jack Pine | Q = Mixed Swamp Cnfr | 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 | | | |



Sale Specific Conditions & Requirements

Sale Name: Empty Nest Bequest Sale Number: 33-039-08-01

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (6/05)

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. Do not cut painted boundary line trees unless they are marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for and they are designated to be cut in both adjacent units.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (5/07)

Within Payment Unit(s) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except DO NOT cut or damage any cherry, elm, cedar or ash that is smaller than 5"(inches) in DBH.

Within Payment Unit 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except DO NOT cut or damage any cedar, hemlock, beech or yellow birch.

2.1.3 - Cut tree marked unit(s) (8/04)

Within Payment Unit(s) 1 & 5B, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In Addition, within Payment Unit 5B, all merchantable aspen, Balm & Balsam fir is to be cut and utilized.

2.1.7 - Leave tree marked unit(s) (8/04)

Within Payment Unit(s) 4 & 5A, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except DO NOT cut or damage any cedar, hemlock, yellow birch, beech and trees marked with green paint above and below stump height. If undesignated trees are damaged or need to be cut to access other merchantable trees they are to be cut and left on site and not utilized. Damage to undesignated trees must be minimized. Reserve areas identified in accordance with 2.4.3 - Reserve Areas are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that Mixed hardwood volumes include ash, soft maple, hard maple and minor amounts of basswood, yellow birch & ironwood.

Mixed aspen volumes include trembling aspen, big tooth poplar & balsam poplar.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 3 & 5B shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

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 an inactive hawk nest within unit 5A that has a 66' buffer marked with red paint around it. No trees are to be cut or damaged within this buffer and no equipment is to cross through this buffer area. Contact the sale administrator for further details.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/05)

Payment unit(s) 4 & 5A 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. In addition, within payment units 4 & 5, extreme care should be taken to avoid damage to 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.

Within payment units 4 & 5, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the sale area that was damaged.

4 - Transportation

4.1 - Construction

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. 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

4.2.1 - Hauling restriction (3/07)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup and wet weather conditions.

4.4 - Access

4.4.1 - Private property access (8/04)

Permission for access across private land is the responsibility of the purchaser if they chose to use the private winter access into unit 1. Should the purchaser desire to cross private land, a copy of the written permission from the private land-owner is required by the DNR before operations commence.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (2/08)

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 and to go over the sale specifications. The Unit Manager or their representative must be contacted at least 2 days in advance to schedule the conference.

5.1.4 - Post-sale conference (2/04)

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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 20 feet from the cleared right-of-way of the Westman Dam Road.

5.2.1.7 - Slash must be scattered (2/04)

Unless otherwise directed, slash and logging debris shall be uniformly scattered over the sale area and not left in piles or windrows. Slash shall not be allowed to accumulate at the landings. All slash work shall be done concurrently with harvesting.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (3/07)

Within Payment Unit(s) 1, 4, 5A & 5B, unless changed by written agreement, cutting and skidding are limited to very dry or frozen ground conditions between the period of 07/15 to 3/31. This restriction is because of low wet ground within these units and will also help with bark slippage.

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 (5/08)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 10 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 10 inches or greater in depth and 50 feet in length. The Unit Manager or their representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or their representative's approval, the Purchaser may return to the area when the weather conditions have changed and/or the risk of rutting has decreased. If rutting does occur it is the contractors responsibility to flatten out and smooth the rutted areas once conditions have improved enough to do so. Contact the sale administrator for further details.

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk (1) (3/07)

In the event that an active red shoulder hawk nest is found, the contract may be amended to protect the nest site. The harvesting time may be altered or reduced. Harvest operations may be limited to September 1 to March 1. This limitation may be selectively imposed on a specific portion of the sale, or it could apply to the entire sale. In addition, an area surrounding the nest tree could be designated as a "no-cut" zone with appropriate adjustments made to the timber sale value.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/08)

The purchaser is responsible for posting and maintaining caution signs on the Westman Dam 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 for use on State-owned land.

MISERY IN 43 (035-08-01)
T36N, R25W, SEC. 25, NWNE.
T36N, R25W, SEC. 24, N1/2NE;SE1/4;SESW;NESW.
MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on March 11, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS | | | | |
| MIX HARDWD | \$ 153.00/MBF | \$ _____ X | 130.60 MBF | = \$ _____ |
| PULPWOOD | | | | |
| MIX HARDWD | \$ 28.40/CORD | \$ _____ X | 937.00 CORDS | = \$ _____ |
| SUBTOTAL 1 | | | | \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|---------------|
| SAWLOGS | | | |
| SUG. MAPLE | \$ 420.00/MBF | 4.00 MBF | = \$ 1,680.00 |
| PULPWOOD | | | |
| BALSAM FIR | \$ 21.30/CORD | 40.00 CORDS | = \$ 852.00 |
| W. SPRUCE | \$ 21.80/CORD | 50.00 CORDS | = \$ 1,090.00 |
| MIX ASPEN | \$ 29.85/CORD | 132.00 CORDS | = \$ 3,940.20 |
| SUBTOTAL 2 | | | \$ 7,562.20 |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 9.98%. 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



**TIMBER SALE
VERIFICATION OF WORKER'S DISABILITY
COMPENSATION ACT COMPLIANCE**

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

Sale or Permit No

Year:

Type:

Forest Area:

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 one 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 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 No. () | |
| City | State | Zip + 4 | |

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

TROLLS ENDING (036-08-01)
T36N, R25W, SEC. 23, NENE.
T36N, R25W, SEC. 24, NW1/4.
MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on March 11, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS | | | | |
| MIX HARDWD | \$ 141.00/MBF | \$ _____ X | 177.60 MBF | = \$ _____ |
| PULPWOOD | | | | |
| MIX HARDWD | \$ 26.55/CORD | \$ _____ X | 853.00 CORDS | = \$ _____ |
| SUBTOTAL 1 | | | | \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|---------------|
| SAWLOGS | | | |
| P. BIRCH | \$ 145.00/MBF | 4.90 MBF | = \$ 710.50 |
| PULPWOOD | | | |
| P. BIRCH | \$ 20.50/CORD | 78.00 CORDS | = \$ 1,599.00 |
| BALSAM FIR | \$ 22.85/CORD | 74.00 CORDS | = \$ 1,690.90 |
| W. SPRUCE | \$ 22.85/CORD | 70.00 CORDS | = \$ 1,599.50 |
| MIX ASPEN | \$ 20.10/CORD | 126.00 CORDS | = \$ 2,532.60 |
| SUBTOTAL 2 | | | \$ 8,132.50 |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 8.46%. 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



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

**TIMBER SALE
VERIFICATION OF WORKER'S DISABILITY
COMPENSATION ACT COMPLIANCE**

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:

1. My business is organized as (you **must** check one 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 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 No. () | |
| City | State | Zip + 4 | |

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

LAST GASP (037-08-01)
T35N, R25W, SEC. 05, S1/2, E1/2NW, W1/2NE, SENE.
MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on March 11, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME* = VALUE</u> |
|-----------------|------------------------|------------------|----------------------------------|
| <u>SAWLOGS</u> | | | |
| MIX HARDWD | \$ 135.00/MBF | \$ _____ X | 104.10 MBF = \$ _____ |
| <u>PULPWOOD</u> | | | |
| Q. ASPEN | \$ 28.75/CORD | \$ _____ X | 1240.00 CORDS = \$ _____ |
| MIX HARDWD | \$ 28.10/CORD | \$ _____ X | 1783.00 CORDS = \$ _____ |
| | | | SUBTOTAL 1 \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|--------------------------------|
| <u>SAWLOGS</u> | | | |
| WHITE PINE | \$ 101.00/MBF | 103.70 MBF | = \$ 10,473.70 |
| RED PINE | \$ 117.00/MBF | 78.60 MBF | = \$ 9,196.20 |
| <u>PULPWOOD</u> | | | |
| BALSAM FIR | \$ 23.65/CORD | 299.00 CORDS | = \$ 7,071.35 |
| W. SPRUCE | \$ 20.00/CORD | 300.00 CORDS | = \$ 6,000.00 |
| TAMARACK | \$ 20.45/CORD | 26.00 CORDS | = \$ 531.70 |
| WHITE PINE | \$ 20.45/CORD | 208.00 CORDS | = \$ 4,253.60 |
| RED PINE | \$ 22.75/CORD | 30.00 CORDS | = \$ 682.50 |
| | | | SUBTOTAL 2 \$ <u>38,209.05</u> |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 6.38%. 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



**TIMBER SALE
VERIFICATION OF WORKER'S DISABILITY
COMPENSATION ACT COMPLIANCE**

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

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

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 one 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 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 No. () | |
| City | State | Zip + 4 | |

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date

EMPTY NEST BEQUEST (039-08-01)

T35N, R25W, SEC. 05, W1/2NW.

T35N, R25W, SEC. 06, E1/2NE;NWNW;N1/2SW.

MENOMINEE COUNTY

In response to the notice of sale to be held 4:00 p.m. on March 11, 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.

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>BID PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>= VALUE</u> |
|-----------------|------------------------|------------------|--------------------------|----------------|
| SAWLOGS | | | | |
| MIX HARDWD | \$ 131.00/MBF | \$ _____ X | 155.40 MBF | = \$ _____ |
| PULPWOOD | | | | |
| MIX ASPEN | \$ 28.75/CORD | \$ _____ X | 241.00 CORDS | = \$ _____ |
| MIX HARDWD | \$ 27.20/CORD | \$ _____ X | 1273.00 CORDS | = \$ _____ |
| SUBTOTAL 1 | | | | \$ _____ |

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

| <u>SPECIES</u> | <u>APPRAISED PRICE</u> | <u>ESTIMATED VOLUME*</u> | <u>VALUE</u> |
|-----------------|------------------------|--------------------------|--------------------|
| SAWLOGS | | | |
| WHITE PINE | \$ 128.00/MBF | 5.40 MBF | = \$ 691.20 |
| PULPWOOD | | | |
| BALSAM FIR | \$ 22.10/CORD | 96.00 CORDS | = \$ 2,121.60 |
| W. SPRUCE | \$ 22.60/CORD | 47.00 CORDS | = \$ 1,062.20 |
| WHITE PINE | \$ 21.80/CORD | 6.00 CORDS | = \$ 130.80 |
| SUBTOTAL 2 | | | \$ <u>4,005.80</u> |

SUBTOTAL 1 + SUBTOTAL 2 = TOTAL BID VALUE \$ _____

*These volumes are statistically estimated within plus (+) or minus (-) 9.71%. 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



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

**TIMBER SALE
VERIFICATION OF WORKER'S DISABILITY
COMPENSATION ACT COMPLIANCE**

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

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 - C. Corporation
2. You **must** check one of the boxes below:
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 - 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 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 No. () | |
| City | State | Zip + 4 | |

I 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 coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

Date