

United States
Department of
Agriculture

Forest
Service

Arapaho and
Roosevelt NFs
Pawnee NG

Redfeather Ranger District
1311 S. College Ave., 2nd Fl
Fort Collins, CO 80524
970-498-1375

Reply to: 2450
Swamp Lady TS

Date: September 30, 1995

Dear Prospective Bidder:

Enclosed is a bid package for the Swamp Lady Timber Sale

The cruised volume of this sale is 1536 CCF (655 MBF) of live and dead lodgepole pine and other conifers sawtimber and 168 CCF of live and dead lodgepole pine and other species POL (Products Other Than Logs). Using a standard POL conversion of 2.5 CCF per MBF the POL volume can be converted to 67 MBF.

The Swamp Lady Timber Sale was cruised to a 9.00% error. This sale was check cruised. The sale will be sold based on tree measurement on a 2400-6T contract. As such, the timber on this sale will not be scaled after felling.

Please review page 4 of form 2400-14 "Instructions to Bidders" to assist you in filling out your bid package correctly. Form FS-2400-43 blocks 4 thru 7 need to be completed and this form returned to us as part of your bid packet. The remainder of this page is additional information to assist you in completing the bid package.

Form 2400-14, Bid for Advertised Timber:

Page 1

Complete item 14 (f) for the amount you bid per CCF for the POL in this sale and the amount you bid per CCF for the sawtimber in this sale.

Complete item 15. Personal and/or company checks, cannot be accepted for the bid guarantee. Acceptable methods of bid guarantee payment include: bid bond, certified check, bank draft, cashier's check or bank money order made payable to USDA, Forest Service.

Complete item 16. Check appropriate boxes

Page 3

Complete item 25.

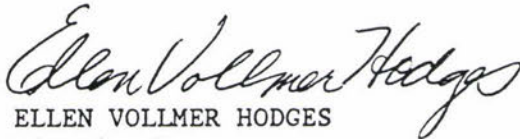
Fill in blocks in lower portion of page 3 marked "Name of Bidder" "Business Address" "Tax ID #" and "Title". Please don't forget your signature and the date.

Page 3, completed

Please return completed bid and FS-2400-43 in the enclosed envelope. Bids must be received by the date and time shown on the advertisement.

We want to eliminate any confusion you may have with the bidding process to ensure that all bids received are eligible. If you have any questions about the bid package, please call (970) 498-1375.

Sincerely,

A handwritten signature in cursive script that reads "Ellen Vollmer Hodges".

ELLEN VOLLMER HODGES
District Ranger

Enclosure

NATIONAL FOREST TIMBER FOR SALE

NATIONAL FOREST TIMBER FOR SALE, ROOSEVELT NATIONAL FOREST. The SWAMP LADY SALE is located within sections 6, 7, 17, 18, 19, and 20 of T9N, R73W, and sections 1, 2, 11, 12, and 13 of T9N, R74W, all 6th P.M., Larimer County, Colorado. The Forest Service will receive sealed bids in public at the Medicine Bow/Routt National Forest Headquarters, 2468 Jackson Street, Laramie, WY. at 2:00 PM local time on November 1, 1995, for an estimated 1536 C cubic feet (1536 CCF (655 MBF) Lodgepole pine and other conifers sawlogs) and 168 C cubic feet Products Other Than Logs (168 CCF Lodgepole pine and other species) of timber marked or otherwise designated for cutting. This is a small business set-aside sale. If no small business concern makes a valid bid, the Forest Service shall consider bids from other bidders. The Forest Service reserves the right to reject any and all bids. The contract contains provisions that require the purchaser to make periodic payments during the contract term. Interested parties may obtain a prospectus from the offices listed below. Sale contains specified roads with an estimated construction cost of \$12890. Complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the District Ranger, Redfeather Ranger District, 1311 S. College, Fort Collins, Colorado 80524. Phone No. (970) 498-1375.

The Coloradoan

Saturday, September 30, 1995

TIMBER SALE PROSPECTUS

Timber Sale - Swamp Lady, Roosevelt National Forest, Locations 103701, 103702, 103703, 103710, 103802, 103803 and 103830 of the Redfeather Ranger District.

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. The sale uses form FS-2400-6T. Inspect the sale area and sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices named in the attached advertisement.

2. BIDDING. This is a SEALED BID sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed in the attached advertisement. The forms include instructions for bidding and submission of the required bid guarantee of \$8000.00

This is a small business set-aside sale. The Forest Service shall consider bids from others if no small business concern makes a valid bid.

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to sale area map attached to the sample contract and to the sample contract for legal subdivisions and location of cutting area, acreage of sale area, and harvest unit acreage. THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Swamp Lady Timber Sale is located in Sections 6, 7, 17, 18, 19 and 20 of T9N, R73W and Sections 1, 2, 11, 12 and 13 of T9N, R74W, 6th P.M., Larimer County, Colorado. Approximately 42 miles northwest of Fort Collins, Colorado, via U.S. Hwy. 287, Larimer County Hwy. 74E, Larimer County Hwy. 162, FDR 517, FDR 225, and FDR 171. The sale area covers approximately 1120 acres; 13 acres of clearcuts and 166 acres designated for removal of individual trees. This is a premarked sale containing an estimated 1536 CCF of sawlogs and 168 CCF of products other than logs (POL), 100% Lodgepole pine and other species. This volume includes an estimated 10 CCF sawlogs and 1 CCF POL in specified road ROW clearing (2.4 acres). The actual volume contained in the specified road ROW clearing will be determined per CT6.8# after posting of the the ROW clearing boundaries following award of the timber sale contract.

4. TIMBER VOLUMES AND RATES. Sale volume, species volume, volume per acre and average tree diameter are based on detailed cruise information on file and available for inspection at the Forest Service offices listed in the advertisement.

INFORMATION LISTED HEREIN IS MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE NOT ESTIMATES OF A PURCHASER'S OWN RECOVERY AND ARE NOT A PART OF THE TIMBER SALE CONTRACT.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

<u>SPECIES</u>	<u>LP&O-Sawlogs</u>	<u>LP&O-POL</u>	<u>TOTAL</u>
Estimated Volume	1536 CCF	168 CCF	1704 CCF
Base Index	\$301.91/MBF	\$243.68	N/A
	WWPA (A) WW, -\$128.31/CCF		
Base Rate	\$ 9.00	\$ 4.00	
Advertised Rate	\$ 49.85	\$16.42	\$79,328.16
REQUIRED DEPOSITS			
Slash Disposal (16 U.S.C. 490)	\$15.01	\$ 15.01	\$25,577.04
Road Reconstruction Engineering Services (16 U.S.C. 537)			\$ 3,237.00
Estimated Volume, MBF	655 MBF	N/A	1704 CCF
MBF/CCF ratio	.426	N/A	

Tenative bid rates for timber, except Lodgepole pine and other species Products Other Than Logs, apply subject to quarterly adjustment during the contract period.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$33,225 is included in total timber value.

Estimated Salvage Sale Collection is \$30,839.16 (Total Amount).

5. PERIOD OF CONTRACT. The normal operating season covers the period between May 1 and November 15. The contract terminates June 30, 1998. Extensions of this contract may be granted only when the purchaser has met specified conditions.

The purchaser must submit a general operating plan to the Forest Service for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by termination date.

6. PAYMENT. The purchaser shall make payment for timber-related charges in advance of cutting, but may use established purchaser credit, transfer purchaser credit into the contract, or use an acceptable payment guarantee to permit cutting in advance. The purchaser shall make advance deposits in accordance with CT4.221 - Advance Deposits of the timber sale contract.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the advertised value plus 20 percent of the bid premium value rounded up to the next \$100. The bidder may use effective purchaser credit to meet this requirement. After receipt of such downpayment and a satisfactory performance bond, and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. This downpayment shall not apply for payments, transfer to other sales, or qualify for refund until stumpage value representing 25 percent of the total bid value of the sale has been charged and paid for or shown as cut, removed, and paid for on the statement of account.

By August 14, 1997, the purchaser shall have paid for or deposited cash in lieu of payment in the greater amount of either 50 percent of the total estimated bid premium, or 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100. By May 31, 1998, the purchaser shall have paid for or deposited cash in lieu of payment an amount equal to 75 percent of the total contract value at bid date, exclusive of required deposits, rounded up to the next \$100. Effective Purchaser Credit earned on the sale or transferred in may be used to meet these requirements. The purchaser may not subsequently transfer such credit to another sale unless the credit is replaced by cash.

7. PERFORMANCE BOND. A performance bond is mandatory. The penal sum of the bond is to be 10 percent of the total bid value of the sale rounded up to the nearest \$100 when the total bid value is \$10,000 or less, and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000. The maximum bond is to be \$500,000. The minimum bond must not be lower than \$8000.

8. SPECIFIED ROADS. See sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES, AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED MATERIAL ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

Road Number: Name:	Service Level:	Approximate Mileage	Purchaser Credit Limit:	Required Completion Date:
517 North Bald	LI-5	2.2 miles	\$11,601	Sept. 30, 1996

Total purchaser credits are \$11,601.00

Total estimated construction cost is \$12,890.00

9. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

10. SPECIAL PROVISIONS. See sample contract.

11. FINANCIAL ASSISTANCE. The Small Business Administration (SBA) may be able to assist small business concerns in financing construction of specified

roads listed in the sample timber sale contract. Such SBA assistance, if available, may be in the form of guaranteed bank loans or direct participation SBA loans. Applicants must meet SBA size and eligibility requirements. APPLICANTS ALSO MUST MEET CREDIT REQUIREMENTS OF SBA AND/OR A LOCAL BANK. APPROVAL OF LOAN ASSISTANCE RESTS WITH SBA AND IS CONTINGENT ON AVAILABILITY OF LOCAL FUNDS OR SBA FUNDS. FAILURE TO BE ELIGIBLE OR TO OBTAIN A LOAN IN NO WAY AFFECTS REQUIREMENTS OF BID FOR ADVERTISED TIMBER SALE OR TIMBER SALE CONTRACT. If requested by purchaser, the timber sale contract can provide repayment of direct SBA loans through Forest Service as the timber is cut.

12. SET-ASIDE SALES. Preferential award of this sale to a small business concern is authorized by section 15 of the Small Business Act of 1958.

Any bidder who desires preferential consideration for award as a small business must certify this status as specified on the bid form. A bidder who does not certify status as small business prior to bidding can be qualified for sale award, only in the absence of a valid sealed bid from a small business concern. In the absence of any bids, the sale may be made to a concern without limitation as to size under Title 36 Section 223.102 of the Code of Federal Regulations.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. The contract requires domestic processing of included timber, except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. These restrictions are based on Section 223.160, of Title 36, of the Code of Federal Regulations and the Forest Resources Conservation and Shortage Relief Act of 1990 (16 U.S.C. 620 a-j) to which this contract is subject. See the sample contract for a copy of Special Provision CT8.641 - Use of Timber (9/90).

Title 36, Section 223.87 of the Code of Federal Regulations requires a bidder to submit a signed certification and report with each bid. Form FS-2400-43, Certification of Nonsubstitution of Timber Purchased and Disposition of Domestically Processed and Exported Timber, is provided as part of the bid packet. Failure to include this form or to sign this form constitutes a nonresponsive bid.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds one million dollars (\$1,000,000) prior to award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 or October 13, 1967.

15. AWARD. The Contracting Officer is required to make a determination of financial ability as stated in Title 36, Section 223.101, of the Code of Federal Regulations. If the high bidder has one or more defaulted timber sale contracts with undetermined, disputed or unpaid damages, the bidder may be required to furnish information or securities sufficient to document its financial ability prior to award of the contract.

16. GENERAL. The sampling error for the Swamp Lady Timber Sale is 9.00%. Prospective purchasers are encouraged to make their own volume estimates.

Bids must be submitted to the Bid Custodian, Medicine Bow/Routt National Forests, 2468 Jackson Street, Laramie, WY 82070.

Contract provision CT5.121# requires the purchaser to make cash deposit for Engineering Services (preconstruction and construction) provided by the Forest Service for reconstruction of a forest development transportation facility necessary to accommodate Purchaser's use under the timber sale contract, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Total deposit is \$3,237.00.

The Forest Service has appraised local material sources (CT5.221#) for specified road reconstruction. Forest Service has not obtained any commitment for price, quantity, or when, or if, such material would be available. Bidders must make their own determination of price, availability, quantity, and time material will be available.

Contract provision CT5.12 and the Restricted Road List, restrict the use of County road 162, FDR 171, FDR 225 and FDR 517 during the period of May 15 - September 15, and November 30 - December 20, to weekdays only (6:00 A.M. Monday through 6:00 P.M. Friday).

Special Provisions:

CT2.302#	Reserve Trees (6/91)
CT4.220#	Downpayment (7/91)
CT4.264#	Periodic Payments (10/91)
CT5.12	Use of Roads by the Purchaser (12/76)
CT5.121#	Deposit for Reconstruction Engineering Services (3/94)
CT6.3#	Control of Operations (8/77)
CT6.422	Landing and SKid Trails (3/73)
CT6.9	Requirement for Small Business Processing (1/92)
CT8.212#	Market-Related Contract Term Addition (9/91)

Sale Name: SWAMP LADY
National Forest: Roosevelt
Ranger District: Redfeather

LEGEND

- 300 Road or Trail Number
- Sale Area Boundary, BT1.1
- ① Payment Unit Boundary, BT1.1, BT4.1, BT6.3, BT6.35
- ⑥ CC Payment Unit Marked Prior to Advertisement, BT1.1
- ⑦ ITM Clearcutting Unit, BT1.1, BT2.3, BT2.31, CT2.3, CT2.302#
- ⑩ ITM Individual Tree Marked Unit, BT2.3, BT2.35, CT2.352#
- LDS Leave Tree Marked Unit, BT2.3, BT2.35, CT2.35#
- Existing Transportation System Road, BT5.12, BT6.22
- Specified Road Reconstruction, AT9, BT1.1, BT5.2
- Existing Road, Hauling Restricted, C5.12
- KO Keep Road or Trail Open, BT1.1, BT6.22
- PI-gate Protect Improvement, BT1.1, BT6.22
- ditch
- ◆ Protect Known Survey Monument, BT6.23
- T Tractor Skidding Specified, BT1.1, BT6.42
- R Rubber Tired Skidding Specified, BT1.1, BT6.42
- Protect Streamcourse, Block Marks Upper Limit, BT1.1, BT6.5

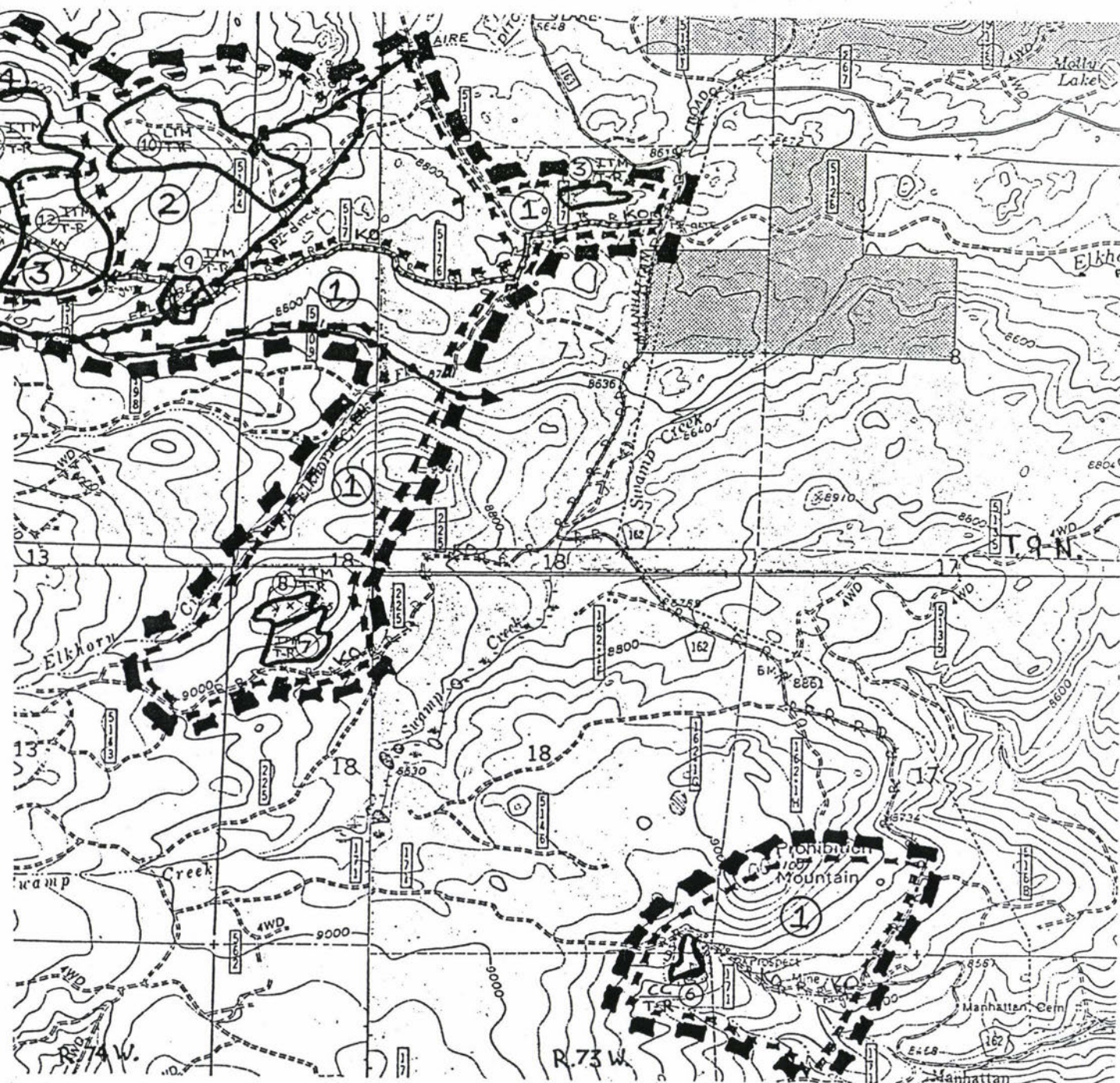
ified Road Number 517 is identified as Payment Unit 7. Notwithstanding tract provision BT1.1, Payment Unit boundary for Payment Unit 7 (road bt-of-way clearing limits) will be marked on the ground AFTER sale award.

apt for stumps, right-of-way timber not meeting utilization standards and er debris from clearing and grubbing operations resulting from temporary ds shall be windrowed. Stumps shall be scattered in such a manner that it ll not result in concentrations. CT5.1.

-LANDLINES ARE APPROXIMATE-

SCALE: INCHES = 1 MILE
CONTOUR INTERVAL = 40 FEET

PGL 9/95



USDA-Forest Service

BID FOR ADVERTISED TIMBER

(Reference FSM 2430, FSH 2409.18, Section 57.2)

1. SALE NUMBER: 00	2. DATE BID OPENED: November 1, 1995	3. OPENED BY:	4. IN THE PRESENCE OF:
5. SALE NAME: Swamp Lady		8. TYPE OF BID	
6. NATIONAL FOREST: Roosevelt	7. RANGER DISTRICT: Redfeather	a. <input checked="" type="checkbox"/> Sealed Bid b. <input type="checkbox"/> Confirmation of Oral Bid	
9. TO: (Title and address of Forest Officer receiving bids) Bid Custodian Medicine Bow/Routt National Forests 2468 Jackson Street Laraime, WY 82070	10. NAME OF NEWSPAPER: Coloradoan	11. DATE PUBLISHED: September 30, 1995	
	12. CITY: Fort Collins	13. STATE: Colorado	

INSTRUCTIONS TO FOREST OFFICER: Complete applicable blanks before sending to prospective purchasers. Attach copy of notice of sale. Entries are required in columns 8a & b, 14a, b, c, e, & g, 15a and 20 in all sales. Strike out spaces for entries in one or more of columns d, g, or h, if not applicable to the sale.

*****IN RESPONSE TO THE NOTICE OF SALE PUBLISHED IN THE NEWSPAPER SPECIFIED ABOVE, AND SUBJECT TO THE CONDITIONS ATTACHED HERETO, THE FOLLOWING BID IS SUBMITTED AND SHALL CONSTITUTE A FIRM OFFER:*****

14. BID INFORMATION:			RATES PER UNIT OF MEASURE				
SPECIES AND PRODUCTS (a)	UNIT OF MEASURE (b)	ESTIMATED QUANTITY (c)	Base (d)	Advertised (e)	Bid (f)	Add't Deposits Slash Disposal (g)	BASE INDICES (h)
LIVE AND DEAD							
Lodgepole pine and other conifer sawlogs	CCF	1536	\$9.00	\$49.85	\$	\$15.01	\$301.91/MBF WWPA (A) WW =\$128.31/ CCF
Lodgepole pine and other species POL	CCF	168	\$4.00	\$16.42	\$	\$15.01	//////////
(Products other than logs)							

**** FIXED RATE, no different rate will be considered.**

15. **BID GUARANTEE:** (a) The minimum guarantee which must accompany this bid is: \$ 8000.00
(b) The form of guarantee accompanying this bid is a(n) _____
in the amount of: \$ _____. (See Instruction 6 for acceptable forms of payment)

16. **SUBJECT TO THE PENALTIES PRESCRIBED IN 18 U.S.C. 1001, BIDDER CERTIFIES THAT THE FOLLOWING REPRESENTATIONS ARE ACCURATE AND COMPLETE:** (Check appropriate boxes in all items below.)

- a. That the Bidder ☐ has, ☐ has not employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure a contract for this timber.
- b. That the Bidder ☐ has, ☐ has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of contract for this timber, and agrees to furnish information relating thereto as requested by the officer authorized to approve the timber sale contract.
- c. That the Bidder ☐ has, ☐ has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Bidder ☐ has, ☐ has not submitted required compliance reports under such previous contracts.
- d. That the Bidder together with its affiliates employs the following number of persons and is classified as: ☐ 1-25 ☐ 26-500 ☐ OVER 500 and a: ☐ MANUFACTURER ☐ NONMANUFACTURER.

17. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: SUBJECT TO THE PENALTIES PRESCRIBED IN 18 U.S.C. 1001, BIDDER CERTIFIES AND REPRESENTS THAT THE FOLLOWING REPRESENTATIONS ARE ACCURATE AND COMPLETE:

- A. By submission of this bid each bidder also certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this sale.
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any potential competitor;
 - (2) The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening of bid, directly or indirectly to any other bidder or to any potential competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.
- B. Each person signing this bid or proposal certifies that:
- (1) The Signer is the person in the bidder's organization responsible within that organization for the decision as to the prices bid herein and that the Signer has not participated, and will not not participate, in any action contrary to A (1) through A (3) above; or
 - (2) The Signer is not the person in the bidder's organization responsible within that organization for the decision as to prices bid herein but that the Signer has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) through A (3) above, and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to A (1) through A (3) above.
- C. A bid will not be considered for award where any portion of A or B above has been deleted or modified. Where these provisions have been deleted or modified the bid will not be considered for award unless bidder furnishes with the bid a sworn statement which sets forth in detail the circumstances of the disclosure and the Chief, Forest Service, or the Chief's designee, determines that such disclosure was not made for the purpose of restricting competition.

18. ROAD CONSTRUCTION OPTION: [] X Box if Bidder is a Small Business and wishes to have Forest Service construct specified roads. You may not change an election once made. Failure to mark box constitutes agreement to build roads. Election may not be changed subsequent to time set for opening bids (See also Instructions 12 and 13).

19. CONTRACT, DOWNPAYMENT AND BOND: The bidder whose bid is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a timber sale contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, bidder shall submit a downpayment and furnish a satisfactory performance bond, in accordance with the provisions of such timber sale contract, in the penal sum as prescribed in the prospectus for this sale, and otherwise complete the process described on this form and pages attached hereto. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of paragraph 10 of the Instructions to Bidders portion of this form.

20. DOWNPAYMENT: Pursuant to 36 CFR 223.49, the bidder to whom award is made must make a downpayment at the time the contract is signed by the bidder and returned to the Forest Service in the amount of:

(XX) Ten percent of the advertised value plus twenty percent of the total bid premium.

() _____ percent of the advertised value, plus _____ percent of the total bid premium based on the Chief's determination that this amount is necessary to deter speculation.

NOTICE: The indicated downpayment amount shall be increased to twenty percent of the total advertised value and 40 percent of the total bid premium if Forest Service determines that bidder meets the criteria for additional downpayment established by 36 CFR 223.49.

21. FIRM OFFER: Bidder hereby agrees not to withdraw this bid after the bid opening. Signing this form binds the bidder to accept award under the terms of the sample contract and this bid form if its bid is accepted within 90 days after bid opening. The period for acceptance may be extended by written notice from bidder. If bidder qualifies as a small business and elects road construction by Forest Service, then bidder agrees that its offer shall remain open through the period stated in the prospectus although that period may exceed 90 days.

22. TERMS OF BIDDER'S OFFER: By its signature, bidder represents that it has read and understands each and every provision of this bid form (together with any attachments thereto) and the sample sale contract. Bidder agrees that it assumes the responsibility to clarify any questions before signing this form. However, bidder agrees that the written provisions of this bid form (together with any attachments) and the sample sale contract constitute the entire agreement of the parties until a written contract is executed and neither the bid form (and any attachments) nor the sample contract can be orally modified. Bidder expressly adopts the terms of this bid form and the sample contract as material parts of its offer for the advertised timber.

23. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION: BEFORE SUBMITTING THIS BID, BIDDER IS ADVISED AND CAUTIONED TO INSPECT THE SALE AREA, REVIEW THE REQUIREMENTS OF THE SAMPLE TIMBER SALE CONTRACT, AND TAKE SUCH OTHER STEPS AS MAY BE REASONABLY NECESSARY TO ASCERTAIN THE LOCATION, ESTIMATED VOLUMES, CONSTRUCTION ESTIMATES, AND OPERATING COSTS OF THE OFFERED TIMBER. FAILURE TO DO SO WILL NOT RELIEVE BIDDERS FROM RESPONSIBILITY FOR COMPLETING THE CONTRACT.

BIDDER/PURCHASER WARRANTS THAT THIS BID/OFFER IS SUBMITTED SOLELY ON THE BASIS OF ITS EXAMINATION AND INSPECTION OF THE QUALITY AND QUANTITY OF THE TIMBER OFFERED FOR SALE AND IS BASED SOLELY ON ITS OPINION OF THE VALUE THEREOF AND ITS COSTS OF RECOVERY, WITHOUT ANY RELIANCE ON FOREST SERVICE ESTIMATES OF TIMBER QUALITY, QUANTITY OR COSTS OF RECOVERY. BIDDER FURTHER ACKNOWLEDGES THAT THE FOREST SERVICE: (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 EXCEPT AS MAY BE EXPRESSLY WARRANTED IN THE SAMPLE CONTRACT.

BIDDER/PURCHASER FURTHER HOLDS FOREST SERVICE HARMLESS FOR ANY ERROR, MISTAKE, OR NEGLIGENCE REGARDING ESTIMATES EXCEPT AS EXPRESSLY WARRANTED AGAINST IN THE SAMPLE CONTRACT.

24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS.

By submission of this bid each bidder certifies that the bidder is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990 (16 U.S.C. 620 et seq.) In Alaska, exports of logs, cordwood or primary products derived from included timber may not be transported from Alaska without Regional Forester approval (See instruction 15).

25. CERTIFICATION OF AFFILIATION.

The bidder certifies that a complete listing of Bidder's affiliates who are primarily engaged in the logging of forest products is included with this bid: (Add additional pages if needed; See Instructions 11 and 14):

FULL NAME OF ALL PARTNERS AND AFFILIATES	(Type or Print)	PURCHASER TAXID NO.

Public reporting burden for this collection is estimated to be 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, DC 20250; and to Office of Management and Budget, Paperwork Reduction Project, (OMB #0596-0066), Washington, DC 20503.

BEFORE SIGNING THIS BID, REVIEW THE ATTACHED INSTRUCTIONS TO BIDDERS AND FILL IN THE APPLICABLE BLANKS IN BOXES 14f, 15b, 16, 18 and 25.

NAME OF BIDDER: (Type or Print)		BY: (Signature in ink)	
PURCHASER TAXID NO.:		TITLE: (Type or Print)	DATE
BUSINESS ADDRESS (Include Zip Code) (Type or Print)			

Deposits will be returned to unsuccessful bidders by certified mail unless deposits are returned personally.
RECEIPT FOR RETURNED DEPOSITS:

Check Number _____ in the amount of \$ _____ dated _____ was returned to _____.

Signature _____ Date _____

INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUALIFICATIONS: Before a bid is considered for award, the bidder may be required to submit a statement regarding the Bidder's previous experience in performing comparable work, business affiliates and technical organizations, financial resources, intended product processing facilities and its timber exporting history.

2. PREPARATION OF SEALED BIDS: Bids shall be manually signed, bid prices entered in the "Bid" column (Box 14f) for all material subject to bidding and all fill-in blanks completed. If erasures or other changes appear on the forms, each erasure or change must be initialled by the person signing the bid.

3. SUBMISSION OF SEALED BIDS: Sealed bids, with the accompanying bid guarantee, must be submitted to the Forest Officer, designated by the advertisement as the receiving officer, at or prior to the time established by the advertisement. Such bids must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and the date and time of opening bids as shown by the advertisement. Bids received after the time specified in the sale advertisement are late bids, Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

4. PUBLIC OPENING OF SEALED BIDS: Sealed bids will be publicly opened and posted at the time and place set for opening in the advertisement.

5. ORAL AUCTION BIDDING: If the advertisement provides for Sealed and Oral bids, each bidder to participate in the oral auction must submit a sealed bid in accordance with these instructions. All parties who submit a satisfactory sealed bid will be permitted to continue bidding orally following opening and posting of the sealed bids. The Apparent High Bidder must confirm it's oral bid in writing immediately upon being declared the Apparent High Bidder.

6. BID GUARANTEE: A bid guarantee in the form of a bid bond on form FS-6500-13 (4/82 or later version), certification of annual bid bond allocation on form FS-6500-13a (4/82 or later version), an irrevocable letter of credit, the format of which has been pre-approved by the Forest Service Regional Forester, a certified check, bank draft, cashier's check, bank money order payable to the Forest Service, USDA, or cash, in an amount no less than that specified in item 15(a), must accompany each sealed bid. Failure to submit an acceptable bid guarantee with the sealed bid will require rejection of the bid as non-responsive unless there is no other acceptable bid, or unless the Forest Service, in its sole discretion, decides to briefly delay a sale advertised for sealed bids followed by oral bids in order to allow any bidder to cure any deficiency in its bid guarantee prior to oral bidding. Bid bonds must be accompanied by a power of attorney indicating that the person signing the bond for the surety has the power to do so. Bidder agrees that bid guarantee shall be retained by the Forest Service to satisfy any damages that may be assessed if the bid is accepted and bidder subsequently fails to furnish a cash downpayment when required or return the executed contract and performance bond as required (See Instruction 10). Otherwise, the bid guarantee shall be returned to each bidder whose bid is not accepted.

7. SET-ASIDE SALES: If the advertisement or prospectus states that Small Business concerns will receive preferential consideration in award of this sale, bidders must qualify for preferential consideration by completing and signing the attachment to this bid form "Certificate of Small Business Status." Small Businesses which have been determined by SBA to be ineligible for preferential award of set-aside sales cannot so qualify. Small Businesses awarded set-aside sales will also be required to execute SBA form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber at the time a timber sale contract is executed.

8. AWARD OF CONTRACT: (a) Award of contract will be made to that responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the United States on the basis of total value at rates bid for the estimated quantities. (b) The Government may, when in its interest, reject any or all bids or waive any informality in bids received. (c) 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. (d) If timber is advertised as set-aside for competitive bidding by Small Businesses, award will be made to the highest bidder qualified as a Small Business and who has not been determined by the SBA to be ineligible for preferential award of set-aside sales. If there are no qualified Small Business bidders, award may be made to highest bidder not qualifying for preferential award.

9. DOWN PAYMENT: The bidder to whom award is made must make a down payment at the time the bidder signs the contract and returns the contract to the Forest Service. The amount of the down payment will be calculated as shown in Item 20 of this bid for advertised timber. Only cash or effective purchaser credit may be used to meet this requirement. Cash deposited must be in the form of bank draft, certified or cashier's check, bank or postal money order, or company check. After receipt of down payment and executed contract with required performance bond, the bid guarantee will be returned to the successful bidder.

10. DAMAGES: Bidder/purchaser agrees that its failure to execute a timber sale contract, furnish a Downpayment, or furnish a satisfactory performance bond within 30 days of receipt of the award letter, shall result in termination of this contract for breach pursuant to paragraph 19 of this bid form and the terms of the sample contract. Purchaser agrees that it shall not be entitled to cure this breach and that it will pay damages pursuant to the terms of the sample contract. The primary component of these damages shall be the difference between purchaser's bid value and the resale bid value. If, in its sole discretion, the Forest Service decides not to reoffer the sale, purchaser agrees that damages shall still be assessed by appraisal as provided in the sample contract.

11. PRIVACY ACT: All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your bid will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the government to conduct its sale program and thus is authorized under the National Forest Management Act of 1976, (16 U.S.C. 472a). The principal purpose for collecting this information is to allow for proper award of a timber sale contract and to provide for administration of that contract after award. Other routine uses of this data include: (1) compilation of Small Business data to determine needs for set-aside sales, (2) determination of volume purchased in any specific time period by a single purchaser, and (3) determination of volume under contract by a purchaser.

12. ROAD COMPLETION DATE: Bidder hereby acknowledges that Bidder is aware of the road completion date of the sample contract. Bidder also acknowledges that if Bidder is a Small Business and elects to have Forest Service construct specified roads, Bidder is aware: (a) that the Forest Service expects to contract for road construction, (b) that the timber sale contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the advertisement, the bidder agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either sale or road bidder's size status or by any time in excess of 40 days from timber sale bid opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the bidder may withdraw its bid without penalty.

13. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS: (Not applicable if the total value of specified roads is less than \$20,000). Bidders qualifying as a Small Business concern under the Small Business Act, as amended, and the regulations thereunder, may elect to have Forest Service construct Specified Roads required by this contract. Bidder who does not elect agrees, if awarded contract, to construct roads in accordance with the contract. Bidder who does elect acknowledges that Bidder is aware of and agrees to the conditions stated in Item 12 above and that Bidder is a Small Business concern.

14. DEFINITIONS:

Affiliates: Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.

Bidder: A Bidder is any individual, organization, or other legal entity that submits a bid for, or may be expected to submit a bid for, a National Forest timber sale.

Small Business: In sales of National Forest timber a Small Business is a concern that: (1) is primarily engaged in the logging and forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons.

15. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS: Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990 (P.L. 101-382) bidder acknowledges that the bidder is aware of the applicable export restrictions. Bidder is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

USDA-Forest Service

CERTIFICATION OF NONSUBSTITUTION OF TIMBER PURCHASED
AND DISPOSITION OF DOMESTICALLY PROCESSED AND EXPORTED TIMBER
(Reference FSM 2455 and FSH 2409.15)

PART I

1. Sale Name SWAMP LADY	2. Bid Date NOVEMBER 1, 1995
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The bidder hereby certifies that if awarded this contract, his purchase will not constitute substitution as defined in Secretary of Agriculture's Regulation 36 CFR 223.160 regarding private timber exported by the purchaser or an affiliate, directly or indirectly.

The bidder agrees that if awarded this contract, he will maintain, for up to 3 years after the sale is terminated, and make available to the Forest Service, upon request, all of his and his affiliates' records dealing with the disposition of any unprocessed timber from this sale and any unprocessed timber from private lands in the tributary area which is exported or sold for export by the bidder.

The bidder further agrees that he will, prior to award of this contract, furnish to the Forest Service, in writing, the information contained in PART II of this form.

The bidder hereby certifies that, as defined in Secretary of Agriculture's Regulation 36 CFR 223.87, the following is a true and complete statement of the disposition, for the previous calendar year, of National Forest timber harvested and private timber exported or sold for export by the bidder or his affiliates from the tributary area to which the timber from this sale is expected to be delivered.

Certification for calendar year 19____

1. National Forest timber processed domestically: sold for domestic processing, or surplus timber exported.
☐ a. This information has been previously certified and is on record at the office of the Forest Supervisor, _____ National Forest.
☐ b. This information is shown on the attached Form FS-2400-46.
2. Private timber exported or sold for export:
☐ a. This information has been previously certified and is on record at the office of the Forest Supervisor, _____ National Forest.
☐ b. This information is shown on the attached Form FS-2400-46.
☐ c. Purchaser did not export or sell for export timber during this year.

The bidder understands that the information described or furnished, in PART I above, will not be treated as confidential.

PART II

This report is required by law (PL 94-165) subsequent Interior and Related Agencies Appropriate Acts: 36 CFR 223.87. Failure to report can result in non-award of timber sale contracts or breach of timber sale contracts. Purchaser understands that the information described or furnished in PART II below, will not be treated as confidential.

1. The names and addresses of plants or other locations to which the timber is expected to be delivered:
a. PURCHASED FOR DELIVERY TO (NAME AND ADDRESS OF PLANT):

2. The names and advertised volumes of all timber sales purchased by the purchaser, and his affiliates, for delivery to the location listed as required in PART II, block 1 above during each of calendar years 1971, 1972, and 1973.

- ☐ a. This information was previously submitted with the _____ timber sale and is current and correct.
- ☐ b. This information is shown on the attached Form FS-2400-45.

3. The volumes of all timber other than National Forest tributary to the locations listed in PART II, block 1 above that have been exported, directly or indirectly, by the purchaser or his affiliates during each of calendar years 1971, 1972, and 1973.

- ☐ a. This information was previously submitted with the _____ timber sale and is current and correct.
- ☐ b. This information is shown on the attached Form FS-2400-44.
- ☐ c. Purchaser did not export timber, directly or indirectly, during the calendar years 1971, 1972 and 1973

The bidder further agrees to furnish, prior to hauling to any different locations, like information concerning said different locations.

Public reporting burden for this collection of information is estimated to average 0.507 hours and \$6.04 per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project OMB #0596-0021, Washington, D.C. 20503.

4. Name of Bidder	5. Title	6. Tax Payer ID No.
7. Signature	7. Date	

NOTICE TO BIDDERS ON SET-ASIDE SALES

Section 15 of the Small Business Act of 1958 authorizes preferential award of this sale to a small business concern. Bidders desiring such preferential consideration must certify as to their status by signing the Certificate of Small Business Status and attaching it to the bid. Forest products industry under item (1) refers to an industry that utilizes the wood obtained from trees that serve as the principal source of raw material. If the Contracting Officer or another interested party questions the representation of the high bidder within 5 working days of bid opening, the Contracting Officer may defer award of this sale pending consideration by the Small Business Administration. Concerns that do not certify as small business and those declared ineligible by the Small Business Administration may not participate if a qualified small business concern submits an acceptable sealed bid.

Any concern that self-certifies as a small business concern for the purpose of the sale of Government-owned timber must maintain sufficient documentary evidence to show that it did so in good faith. This means that a concern that sells or exchanges sawtimber from this sale must maintain a record of the names and addresses of the concerns to whom they sold or exchanged the timber, the size of such firms, and the volume involved. When manufacturing the sawtimber into a product, bidders must do so with their facilities or those of another concern that qualifies as a small business.

In addition to the following Certificate of Small Business Status, the successful bidder must complete a Small Business Certification, which is required on all preferential sales of set-aside timber at the time the sale contract is executed.

The Small Business Administration certification confirms the representation of the size status of the firm, provides assurance that the firm will maintain records of all sales or exchanges of sawtimber from this sale for 3 years, and acknowledges the possible penalties for violating the foregoing.

Certificate of Small Business Status

The bidder certifies as a small business concern within the terms of definitions listed below.

- (a) In sales of National Forest timber a small business is a concern that (i) is primarily engaged in the logging or forest products industry, (ii) is independently owned and operated, (iii) is not dominant in its field of operation, and (iv) together with its affiliates, does not employ more than 500 persons.
- (b) In sales of National Forest timber with any part to be resold, a small business is a concern that (i) meets the requirements of item (a) above and (ii) agrees that it will not sell or exchange more than 30 percent (50 percent in Alaska; 100 percent of southern pine advertised sawtimber in Region 8) of the advertised volume of sawtimber to a concern that does not qualify as small business.
- (c) In sales of National Forest timber not to be resold for manufacture into lumber and timbers, a concern is small business when (i) it meets the requirements of item (a) above, and (ii) it agrees that in manufacturing lumber or timbers from National Forest timber it will do so only with its own facilities or those of concerns that qualify as small businesses.

(Date)

(Signature of bidder)

Manhattan Section

16 hrs - Cruise & section

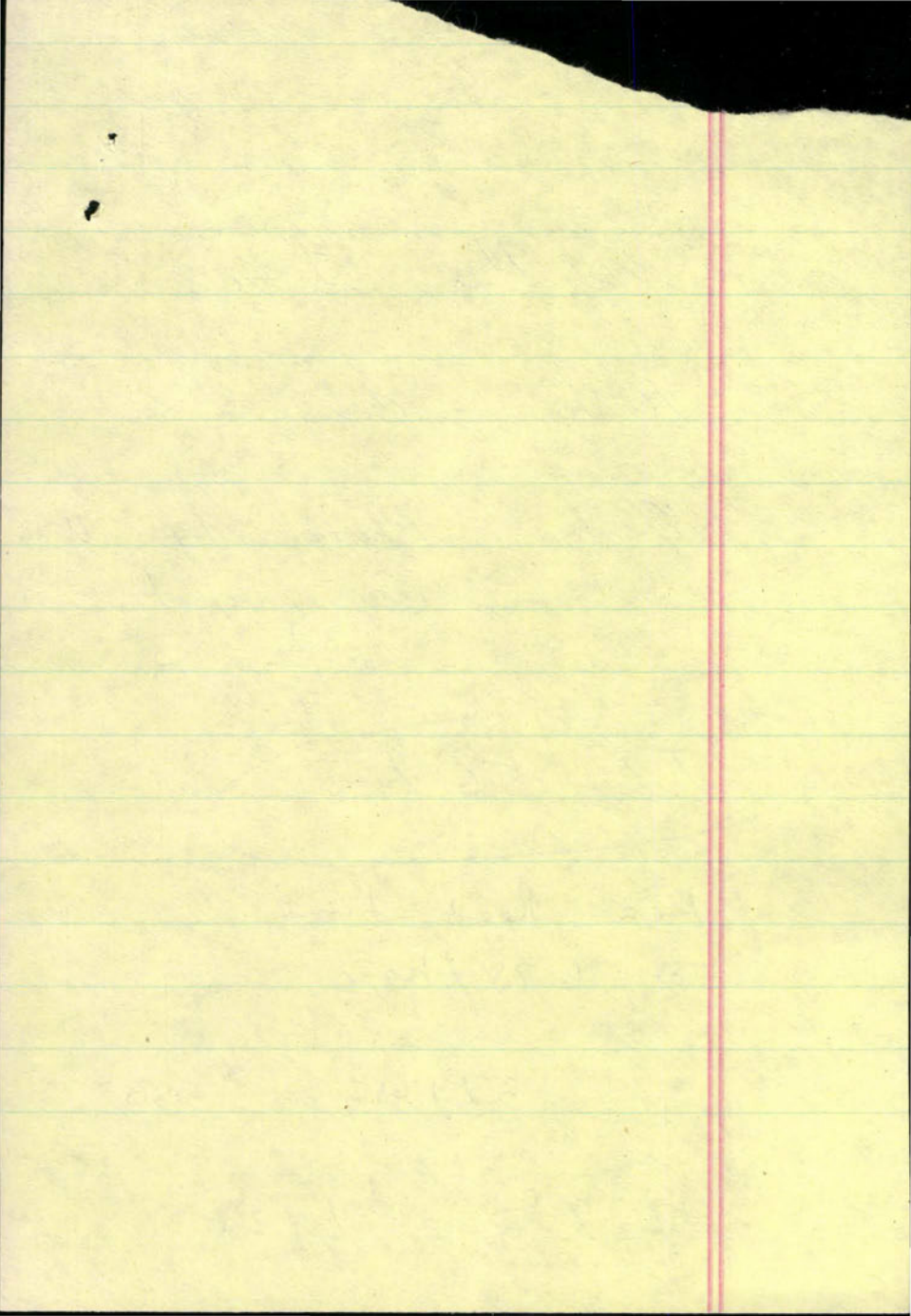
40 hrs - Photo, Maps Work
Cruise input
write-up

Total 56 hrs

Ken Reed time
@ 6.78/hour

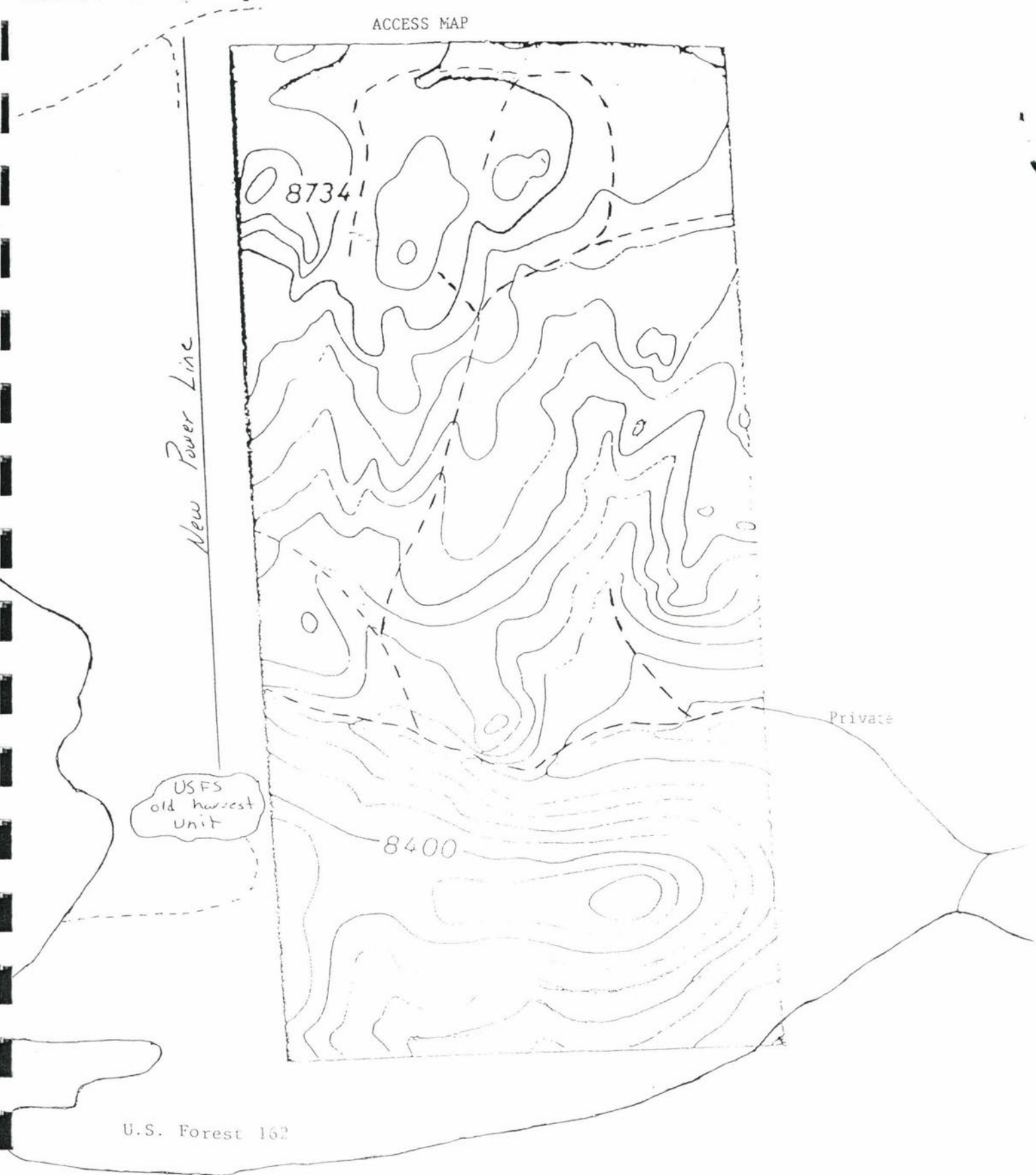
379.68 or \$380

56 x \$20 = \$1,120



West 1/2, Sec. 16, T.9N., R.73W.

ACCESS MAP



Roads not to scale.

Scale: 4'' = .5 mile



Foothills Campus
Colorado State University
Fort Collins, Colorado 80523
(303) 491-8660

May 29, 1992

John & Lillian Bockelman
12216 Monroe Place
Thornton CO 80241

2330

I represent the Colorado State Board of Land Commissioners who manage 320 acres of land west of your property that lies north of Rustic, Colorado. As you know, their charge is to manage the state trust lands to benefit public schools.

Harvesting of selected trees is necessary both for the management of the forest resource and for providing revenue to benefit Colorado's public schools.

A management plan for the 320 acres was completed earlier this year by one of my employees. The Board of Land Commissioners has approved that plan. We are now beginning the implementation stage of the "Manhattan Half-Section" Plan.

I am writing you because I need your assistance in providing access to the state trust land to conduct management activities. The primary access is through private land from Larimer County Road 68C. You are listed on county records as one of the owners that adjoins this private road.

Could I meet with you to discuss the proposed activities? I am also interest in obtaining a temporary access agreement over the road that borders your property.

Access is needed for 12 months starting September 1, 1992. Traffic would include a log truck, a low-boy, and pickup trucks related to timber sale activities on the state land. Period of use by the trucks can be controlled to meet with your wishes (i.e., no more than once per day, or only during Monday-Friday, etc.).

Requirements will be made of any logging contractor that will protect all roads, soil, wildlife, trees not selected for harvest, vegetation, and aesthetics. I know you will be pleased with the end results.

John & Lillian Bockelman
page 2
5/29/92

Using the existing road will alleviate the need for our building an alternative road to the area. Please call or write so we may set up a time and location at your convenience to discuss the management proposal.

Thank you very much for your reply.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ray Mehaffey".

Raymond L. Mehaffey
District Forester

RLMkrp



Foothills Campus
Colorado State University
Fort Collins, Colorado 80523
(303) 491-8660

May 29, 1992

Harold Greer & Kathleen Davidson
8818 Red Fox Road
Cheyenne WY 82009

2330

I represent the Colorado State Board of Land Commissioners who manage 320 acres of land west of your property that lies north of Rustic, Colorado. As you know, their charge is to manage the state trust lands to benefit public schools.

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Harold Greer & Kathleen Davidson
page 2
5/29/92

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Thank you very much for your reply.

Sincerely,

A handwritten signature in cursive script that reads "Ray Mehaffey".

Raymond L. Mehaffey
District Forester

RLMkrp



Foothills Campus
Colorado State University
Fort Collins, Colorado 80523
(303) 491-8660

May 29, 1992

G.L. & C.A. Franklin
11605 Wadsworth
Broomfield CO 80020

2330

I represent the Colorado State Board of Land Commissioners who manage 320 acres of land west of your property that lies north of Rustic, Colorado. As you know, their charge is to manage the state trust lands to benefit public schools.

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GL & CA Franklin

page 2

5/29/92

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Thank you very much for your reply.

Sincerely,

Ray Mehaffey

Raymond L. Mehaffey
District Forester

RLMkrp

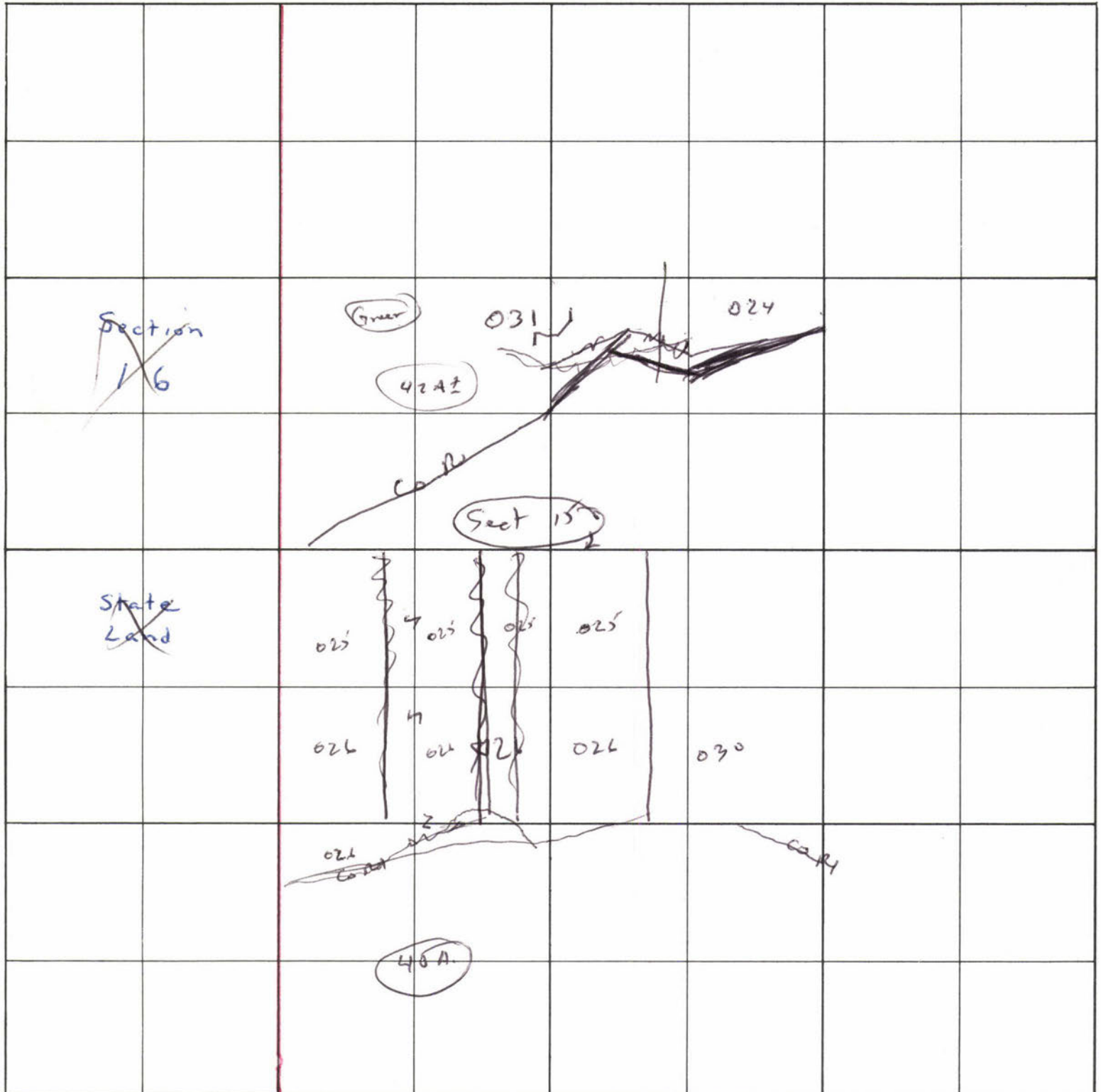
SECTION PLAT SHEET

OWNER _____

DATE May 26, 1992

SECTION 16 and 15 TOWNSHIP 9 North RANGE 73 West

COUNTY Larimer STATE Colorado SCALE 1" = 8 miles



Ray 75
30020-

Court house

①

Manhattan

Row to W 1/2 S 16 T 9 N, R 73 W

39/60-00-029

29

38 A.

Webb L.R. Bocklman

31

42 A

39/60-00-031

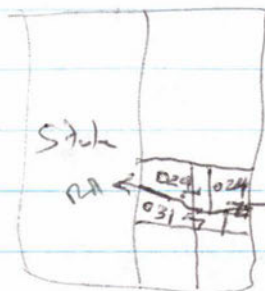
Greer, H O ~~Franklin~~ & Km Davidson

24

45 A

39/60 00 - 024

Webb, L.R. Bocklman



S15

026 } 39/50-00-025 #022
025 } GL/CA Franklin

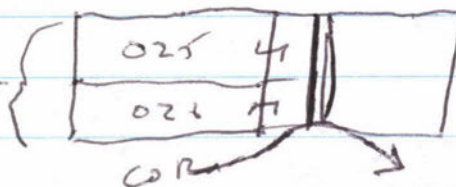
Final Access to
County Road

11605 Wadsworth

Brookfield, CO

80020

Match



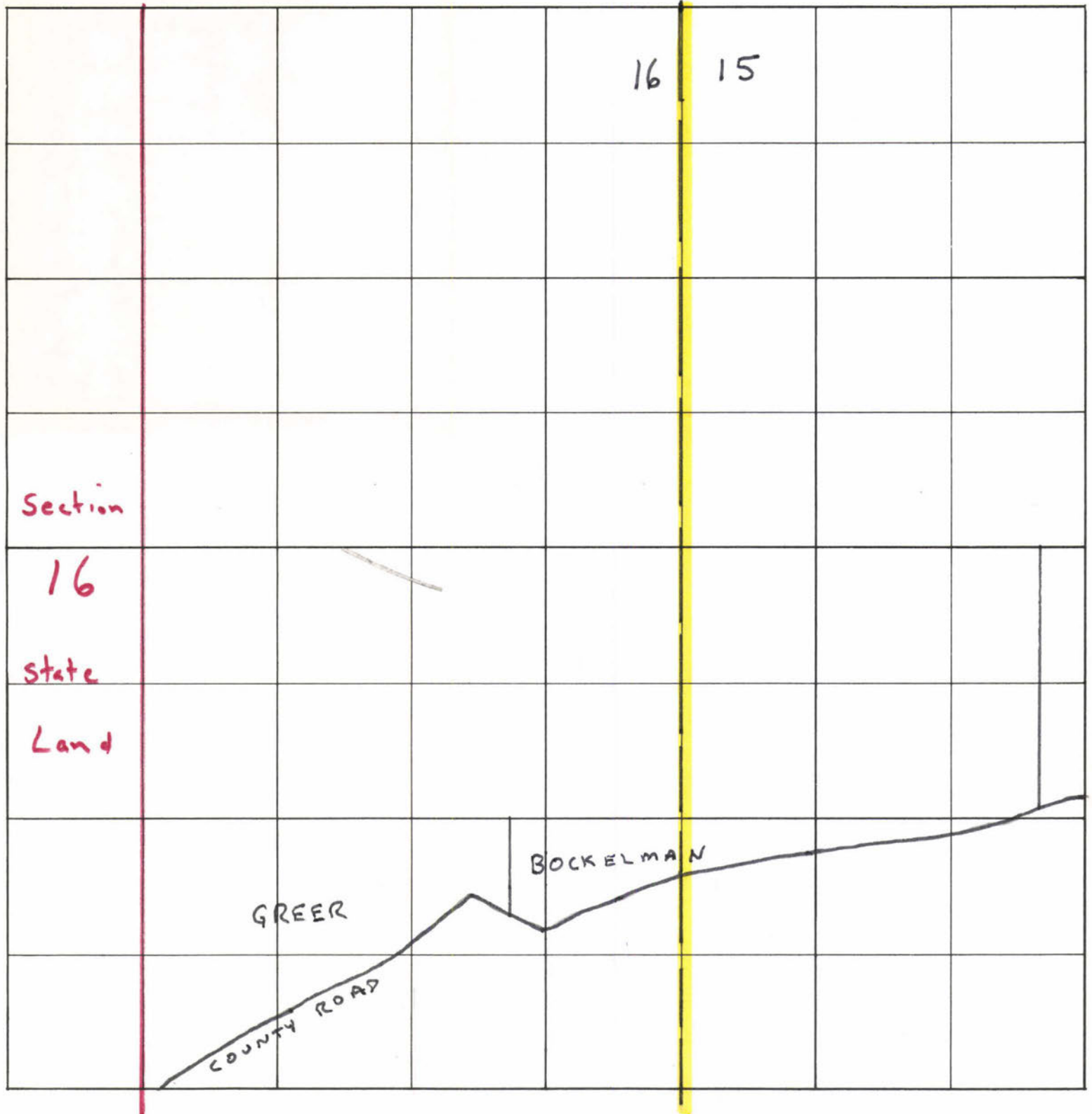
SECTION PLAT SHEET

OWNER _____

DATE _____

SECTION _____ TOWNSHIP _____ RANGE _____

COUNTY _____ STATE _____ SCALE _____





**FOREST PRODUCTS SALES AGREEMENT
STATE LANDS
Fort Collins District**

SALE NAME: Manhattan Sale

THIS AGREEMENT, made this 18 day of February, 2000, by and between the State Board of Agriculture in behalf of the Colorado State Forest Service, Fort Collins District, lessee of the property subject to this agreement, hereinafter referred to as the CSFS, and Greg Tyler, BLACK DOG FORESTRY, whose place of business is P.O. Box 113, Walden, CO 80480, hereinafter referred to as the PURCHASER.

RIGHT TO SELL:

The CSFS warrants that it has the authority to sell the forest products covered by this agreement from, the property herein described: West 1/2 of Section 16, T9N, R73W, 6th principle meridian, Larimer County, Colorado.

SALE LOCATION:

The boundaries of the sale area are marked as follows: with blue ribbon and paint, as set forth in Exhibit _____, which is attached hereto and incorporated herein, the same as if set forth in full.

SALE PERIOD:

The effective dates of this agreement will be from 1/15/00 to 6/30/01, inclusive, and may be extended by mutual agreement of both parties per AGREEMENT MODIFICATION section.

ACCESS:

The CSFS grants to the PURCHASER access to the above described property for the purposes of this agreement. Access will be via: County Road 68C.

DESCRIPTION OF PRODUCT SOLD:

PRODUCT	QUANTITY (EST)	UNIT	UNIT PRICE	PRODUCT VALUE
Sawlogs	50 MBF	MBF	\$65/MBF	\$3250.00
Firewood	44 Cords	Cords	\$15/Cord	\$ 660.00

PRODUCT DESIGNATION:

The products sold are marked in the following manner: take trees are marked with orange paint.

VOLUME DETERMINATION:

The sale volume is to be or has been determined in the following manner: timber cruising (measuring) every 5th tree that was marked.

PAYMENT TERMS:

Before harvesting and removing any forest product the PURCHASER will pay the sum of \$ 975.00 to the CSFS. Acceptable methods of payment are: _____ (i.e. cash, check, master card, cashier's check). Additional payments shall be made as follows: _____.

PERFORMANCE BONDS:

A performance bond in the amount of \$ 975.00 shall be deposited by the PURCHASER upon the signing of this agreement. The bond shall be in the form of _____ (i.e., cash, via bonding company, irrevocable letter of credit, etc.). The bond shall be used, in part or in full, to correct deficiency in any work not completed to agreement specifications. The bond or its balance will be released to PURCHASER promptly upon completion or termination of this agreement.

DAMAGE PENALTY:

The PURCHASER shall conduct all harvest operations in a workman-like manner, and shall take necessary precautions to protect the remaining forest stand. Excessive damage to the remaining forest or the removal of unmarked products will be paid of at the rate of \$ 20.00 per tree.

PRODUCT OWNERSHIP:

Change of ownership of the purchased products covered by this agreement occurs when product is removed from site.

PERFORMANCE STANDARDS:

Existing roads will be used whenever possible. Additional roads, skid trails, landings and decks that are required will be located, constructed, and rehabilitated as set forth in Exhibit _____, which is attached hereto and incorporated herein, the same as if set forth in full. All roads and trails will be maintained by the PURCHASER in their original condition. Care will be taken to maintain drainage necessary to prevent erosion prior to and during hauling of products. All improvements not rehabilitated as part of this agreement, will remain the property of the CSFS.

Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed 6 inches as measured on the uphill side.

Slash will be treated as follows: Pile and Burn

The PURCHASER will take all necessary precautions to prevent damage to improvements on the property of the CSFS. If damage occurs to any improvement, the PURCHASER will restore the improvement to its original condition and will bear all costs associated with the repair.

The PURCHASER will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property of the CSFS. During the fire season, the PURCHASER will have the following fire fighting tools located on the sale site: _____
All motorized equipment will be equipped with an operational spark arrester.

The CSFS may suspend or limit the harvest operation of the PURCHASER if excess damage is occurring due to mud, snow, etc.

Other performance standards:

INHERENT DANGERS:

The CSFS is informing the PURCHASER that the following physical hazards located on the property may not be obvious:

SUBCONTRACTING:

This agreement, or any interest therein, may not be assigned by the PURCHASER without prior, written consent of the CSFS (i.e., public fuel wood collection, resale to another purchaser).

LAW COMPLIANCE:

The PURCHASER agrees to comply with all of the laws, rules, and regulations of the State of Colorado and its subdivisions.

AGREEMENT TERMINATION:

This agreement shall be terminated upon receipt of written notice from the CSFS for non-compliance of the PURCHASER. Specific non-compliance items shall be listed in said written notice. All prepayments and products will revert to the CSFS.

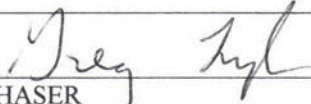
AGREEMENT MODIFICATIONS:

This agreement may be modified, in writing, by mutual consent of both parties.

BINDING ON HEIRS:

The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, or successors and assigns of either party.

	<i>FEB. 18, 2000</i>
COLORADO STATE FOREST SERVICE	DATE

	<i>Feb 18 / 2000</i>
PURCHASER	DATE

TIMBER SALE ANNOUNCEMENT

COLORADO STATE FOREST SERVICE FORT COLLINS DISTRICT

MANHATTAN SALE

Timber Description: Green Standing Ponderosa Pine

Volume: Approximately 50 thousand board feet sawlogs {average dbh = 12.2"}
and 44 cords firewood

Sale Area Description: The sale is located in the west ½ of section 16, township 9 North,
Range 73 West of the 6th Principle Meridan.
This is a selective harvest and the area has been marked.

Contract Period: The contractor will have until June 30, 2001 to complete this sale. Extensions
will not be granted.

Roads: The sale can be accessed from two ways: from the south via Larimer County Rd 68C or
U.S. Forest Service Rd. 509. No new road construction is needed.

Bidding: This is a sealed bid sale and only bids at least \$20.00 per MBF and \$15.00 per cord will
be considered. Send sealed bids to Colorado State Forest Service, CSU Foothills Campus,
Bldg. 1052, Fort Collins, CO 80523 postmarked by Tuesday, March 30, 1999. A \$250
bid guarantee will be collected from the successful bidder the day of the bid opening. The
bid guarantee is non-refundable but will be used towards the final payment of the sale. An
application fee of \$25.00 will also be collected at this time.

Prospective bidders must be able to demonstrate that they are contractors in good
standing on sales which they have previously operated.

Performance Bond: A performance bond equivalent to 25% of the total sale value will be
collected at contract signing. The performance bond in the form of certified check or
money order is preferred (other methods of putting up a performance bond will be
considered, such as a letter of credit or a bond from an approved bonding agent).

Payment Schedule: Contract signing and performance bond will be due within 30 days of sale
date. Payment for the first 25% of the total sale value will be made at contract
signing. Payment for the second 25% of the total sale value will be made once the
first 25% of the area is harvested. Payment for the third 25% of the total sale
value will be made when 50% of the area is harvested, etc. An unexplained non-
payment will constitute a breach of contract and timber operations will cease.

Cutting Requirements: This sale has been premarked. Cut trees are marked with orange paint. No other trees within the harvest area will be cut. Fines will be assessed to excessive damage of residual trees at a rate of \$20 per tree.

Slash and Stumps: Slash must be piled and burned. Some slash may be lopped and scattered, but slash height must be under 18".

Stump Height: 90% of the stumps will be less than 6 inches on the uphill side with none greater than 9 inches in the uphill side

Other Contract Requirements:

1. Contractor will remove all wood larger than 8' long and 4" diameter at the small end.
2. The purchaser will be responsible for any erosion problems that are a result of his operation on the site. These problems are to be corrected immediately upon discovery.
3. There will be no hauling of timber from 5 pm on Friday to 5 pm on Sunday from Memorial Day to Labor Day.
4. The purchaser shall assume all responsibility for any claim of damages that may arise as a result of logging or transporting forest products, and shall indemnify the State Land Board, and the Colorado State Forest Service against any and all such claims.

Show-me: A tour of the sale is scheduled for Monday, March 22, 1999 at 1:00 pm. Meet at the intersection of Larimer County Roads 162 and 68C (Goodell Corner). No alternate times will be offered.

Administration: The sale will be administered by Mike Hughes, Colorado State Forest Service, (970) 491-8453.

The Colorado State Forest Service reserves the right to reject any and all bids.

BID ON TIMBER SALE

I hereby submit my bid on the Manhattan Sale.

Fort Collins District
Foothills Campus, Building 1052
Colorado State University
Fort Collins, Colorado 80523-5075
(970) 491-8660
FAX: (970) 491-8645

<u>Item</u>	<u>Quantity & Unit</u>	<u>Product & Species</u>	<u>Bid Rate</u>
1	50 MBF	Sawlogs - All	<u>65⁰⁰</u>
2	44 Cords	Firewood - All	<u>15⁰⁰</u>
TOTAL VALUE			\$ <u>3910</u>

A description of the bidder's equipment and/or vehicles which will be removing the wood products is as follows:

felling - chainsaws, Directional felling Devices
Skidding/Piling - Small Rubber tired skidder
Hauling - Short loader w/loader
may possibly use 3 wheeled Feller buncher
If awarded this sale, you, the purchaser, will work:

Weekdays Weekends X Both
Signed Greg Lyle Black Dog Forestry Date 3/19/99
Address PO Box 113 Phone 970 723-4677 ofc.
Walden CO. 80480 307 721-3006 Res.

Bids will be opened on April 2, 1999 at the Colorado State Forest Service office, 3843 W. Laporte Avenue in Fort Collins.

If more than one qualifying bid is received, the sale will be awarded based upon the greatest advantage to the seller. All bids may be rejected at the option of the seller.

Minimum acceptable bid is \$20.00/MBF and \$15.00/cord.

Mail to: Colorado State Forest Service
Foothills campus, Bldg. 1052
Colorado State University
Fort Collins, CO 80523-5075

{Please mark "BID" on the outside of your envelope.}

Black Dog Forestry LLC
PO Box 113
Walden, CO. 80480

May 3, 1999

Mike Hughes
Colorado State Forest Service
Foothills Campus, Building 1052
Colorado State University
Fort Collins, CO. 80523

Mike:

I would like to formally request a 30-day extension on the deadline for signing the Manhattan Timber Sale contract. This extension is needed because due to our busy spring schedules, we have not been able to schedule time to inspect the sale area. Also, I would like to transfer a performance bond from the Castor Sale, which will be completed this month, to the Manhattan Sale. Finally, I would like to set up an inspection of the sale area within the month of May. Monday's are the only day I cannot meet with you. Please contact me at my home at (307) 721-3006 in the evenings regarding these requests.

I look forward to hearing from you.

Sincerely,

Greg Tyler

Name of PURCHASER _____
 Name of SELLER _____
 Area or Sale Name _____ Date _____

The parties to this contract are _____,
 hereinafter called the "SELLER" and _____,
 hereinafter called the "PURCHASER".

The SELLER agrees to sell and the PURCHASER agrees to buy all dead or live timber marked or designated for cutting by the SELLER, merchantable as hereinafter defined, located on an area to be designated by the Colorado State Forest Service, acting as agent for the SELLER, before cutting begins in

The PURCHASER shall pay to the SELLER, at _____, the sum of \$_____, more or less, as may be determined by actual scale, for the timber at the rates set forth below for stumpage, and for required slash disposal deposits in advance payments of at least \$_____ each when called by the SELLER or his agent.

Estimated Quantity and Unit	Product & Species	Rates Per Unit For	
		Stumpage	Slash
		\$	\$

The PURCHASER shall cut and remove said timber in strict accordance with the following, and with all conditions and requirements on attached pages which are hereby made a part of this contract.

Unless extension of time is granted, all timber shall be cut and removed and the requirements of this contract satisfied on or before _____.

All trees are merchantable which contain:

- One or more merchantable logs
- Two or more 6½ foot posts which will peel to not less than a 3" top
- One or more 12 foot corral poles which will peel to not less than a 2½" top

All logs are merchantable which are not less than _____ feet long, at least _____ inches in diameter inside bark at the small end and contain a net of 50 percent of their gross scale; provided no log scaling less than 10 board feet shall be considered merchantable.

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the _____ day of _____, _____.

SELLER by _____

PURCHASER by _____

WITNESSES (Two):

The following conditions and requirements constitute a part of the contract agreed to on the preceding page.

1. Title to all timber included in this contract shall remain in the SELLER until it has been paid for and felled or scaled, measured or counted, whichever is later. All dead or live timber marked or designated for cutting by the SELLER or his agent shall be cut and removed. No timber shall be cut until paid for, nor removed from the place agreed upon for scaling, until scaled, measured or counted, and stamped by the SELLER or his agent.
2. Sawlogs shall be scaled by the Scribner Decimal C log rule and other products shall be scaled, measured or counted as prescribed by the SELLER's agent or as specifically provided in this contract.
3. The PURCHASER, his contractors and sub-contractors, shall make every reasonable effort independently or in cooperation with recognized fire protection agencies to prevent, control and put out any fires starting on, burning on, or threatening the contract area. As used herein, "every reasonable effort" consists of using all available employees and equipment under the control, direct or indirect, of the PURCHASER, his contractors and sub-contractors. U.S. Forest Service approved spark-arrestors shall be used on all internal combustion engines. Operable fire extinguishers shall be available at landing sites for use if needed.
4. The PURCHASER, in all phases of construction and logging operations, shall protect, insofar as practicable, all telephone lines, ditches, fences, and other improvements and, if such improvements are damaged by his operations under this contract, he shall restore them immediately to a condition satisfactory to the SELLER.
5. The PURCHASER shall conduct all operations under this contract in a workmanlike manner, and shall not unnecessarily damage young growth or trees left standing. Extensive damage to standing trees will be paid for at the rate of \$____ per tree or twice the stumpage value of that tree, whichever is greater.
6. Stumps shall be cut as to cause the least practicable waste and shall not exceed, on the side adjacent to the highest ground, _____ inches for sawlogs and _____ inches for other products. Payments for high stumps shall be at the rate of \$2.00 per stump.
7. All operations on the sale area may be suspended by the SELLER or his agent, in writing, if the conditions and requirements contained in this contract are disregarded, and failure to comply with any one of said conditions and requirements, if persisted in, shall be sufficient cause for the termination of this contract.
8. This contract shall not be assigned in whole or in part except by advance written agreement between buyer and seller.

9. Upon failure on the part of the PURCHASER to fulfill all and singular the requirements herein set forth, or attached and made a part hereof, all the monies advanced or deposited under this contract may be retained by the SELLER to be applied toward the satisfaction of the PURCHASER'S obligations hereunder without prejudice whatever to any other rights and remedies of the SELLER.
10. As further guarantee of the faithful performance of the provisions of this contract, PURCHASER delivers herewith and agrees to maintain a surety bond for the sum of \$ _____. Cash, certified check, or money order shall be held by the SELLER in the amount of the bond. The bond will be returned to PURCHASER upon satisfactory completion of all terms of this contract.
11. PURCHASER shall limb all trees to a two inch top, log and scatter slash so as to lie within two feet of the ground. Slash disposal shall be done concurrent with the cutting of the timber.
12. No tree will be felled so that it will fall outside of the sale boundary.
13. Any improvements such as corrals or loading platforms shall be either disassembled or removed from the sale area upon completion of cutting.
14. Rights-of-way affecting timber or lands outside the sale area shall be secured by the SELLER.
15. Logging operations will be suspended during period when such operations would cause excessive erosion.
16. The Colorado State Forest Service will act as representative of the SELLER in the administration of this contract.
17. Roads and skid trails will be flagged in advance of use by the Colorado State Forest Service administrator.
18. The PURCHASER agrees to comply with all the laws, rules, and regulations of the State of Colorado.

PRIVATE LANDOWNER
FOREST PRODUCTS SALES AGREEMENT

SALE NAME: _____

THIS AGREEMENT, made this ____ day of _____, 19__, by and between _____, who resides at _____, phone _____, hereinafter referred to as the LANDOWNER, and _____ whose place of business is _____, phone _____, hereinafter referred to as the PURCHASER.

AGENT DESIGNATION:

The State Board of Agriculture, by and through the State Forester, is designated as sale administrator for the purposes of: _____
_____. and has power-of-attorney for these purposes.

RIGHT TO SELL:

The LANDOWNER warrants that he/she is the owner of, and has the authority to sell the forest products covered by this agreement from the property herein described: _____, section _____, township _____, range _____, _____ principal meridian, _____ County, Colorado.

SALE LOCATION:

The boundaries of the sale area are marked as follows: _____
_____. As set forth in Exhibit _____, which is attached hereto and incorporated herein, the same as if set forth in full.

SALE PERIOD:

The effective dates of this agreement will be from _____, to _____, inclusive, and may be extended by mutual agreement of both parties per AGREEMENT MODIFICATION section.

ACCESS:

The LANDOWNER grants to the PURCHASER access to the above described property for the purposes of this agreement. Access will be via _____
_____.

DESCRIPTION OF PRODUCT SOLD:

PRODUCT	QUANTITY ESTI.	UNIT	UNIT PRICE	PRODUCT VALUE
---------	----------------	------	------------	---------------

TOTAL ESTIMATED SALE VALUE: _____

PRODUCT DESIGNATION:

The products sold are designated in the following manner: _____

_____.

VOLUME DETERMINATION:

The sale volume is to be or has been determined in the following manner: _____

_____.

(Cruised volume-how cruised and accuracy level; weight or log scaled-where, when, and accounting methods; actual count, or no volume determined in the case of a lump sum sale.)

PAYMENT TERMS:

Before harvesting and removing any forest product the PURCHASER will pay the sum of \$ _____ to the LANDOWNER. Acceptable method of payment are, _____ . Additional payments shall be made as follows: _____

_____.

PERFORMANCE BONDS:

A performance bond in the amount of \$ _____ shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of _____ .
The bond shall be used, in part or in full, to correct deficiency in any work not completed to agreement specifications, The bond or its balance will be released to PURCHASER promptly upon satisfactory completion or termination of this agreement.

DAMAGE PENALTY:

A PURCHASER shall conduct all harvest operations in a workman like manner, and shall take necessary precautions to protect the remaining forest stand. Excessive damage to the remaining forest or the removal of unmarked products will be paid for at the rate of \$ _____ per _____ .

PRODUCT OWNERSHIP:

Change of ownership of the purchased products covered by this agreement occurs when _____ .
(removed from the property, severed from the stump, scaled, etc.)

PERFORMANCE STANDARDS:

Existing roads will be used whenever possible. Additional roads, skid trails, landings and decks that are required will be located, constructed, and rehabilitated as set form in Exhibit _____, which is attached hereto and incorporated herein, the same as if set forth in full. All roads and trails

will be maintained by the PURCHASER in there original condition. Care will be taken to maintain drainage necessary to prevent erosion prior to and during hauling of products. All permanent improvements installed as a part of this agreement will remain the property of the LANDOWNER.

Stumps will be cut as close to the ground as possible but in no circumstances will the stump height exceed _____ inches as measured on the uphill side.

Slash will be treated as follows: _____.

All forest products that are _____, shall be removed from the property by the PURCHASER.

The PURCHASER will take all necessary precautions to prevent damage to improvements on the property of the LANDOWNER. If damage occurs to any improvement the PURCHASER will restore the improvement to its original condition and will bear all costs associated with the repair.

The PURCHASER will exercise all possible precautions to prevent wildfire, and shall assist in the suppression of any fire that is on, or threatening the property of the LANDOWNER. During the fire season, the PURCHASER will have the following firefighting tools located on the sale site: _____.

All motorized equipment will be equipped with an operational spark arrestor.

The LANDOWNER may suspend or limit the harvest operation of the PURCHASER is excess damage is occurring due to mud, snow, etc. or due to the following situation: _____.

The PURCHASE will provide trash containers on each landing of the sale area. Trash will be kept picked up at all times and hauled from the site on a weekly basis.

Other performance requirements are: _____.

INHERENT DANGERS:

The LANDOWNER is informing the PURCHASER that the following physical hazards are located on the property and may not be obvious: _____.

(Examples are old wells, mine shafts, poor bridges, buried cables, overhead power lines, etc.)

SUBCONTRACTING:

This agreement, or any interest therein, may not be assigned by the PURCHASER without prior, written consent of the LANDOWNER.

LAW COMPLIANCE:

The PURCHASER agrees to comply with all of the laws, rules, and regulations of the State of Colorado and it's subdivisions.

AGREEMENT TERMINATION:

This agreement shall be terminated upon receipt of written notice from the LANDOWNER for noncompliance of the PURCHASER. Specific noncompliance items shall be listed in said written notice. All prepayments and products will revert to the LANDOWNER.

AGREEMENT MODIFICATION:

This agreement may be modified in writing by mutual consent of both parties.

ARBITRATION CLAUSE:

In case of a dispute over the terms of this agreement both the LANDOWNER and the PURCHASER agree to accept the decision of a three person arbitration board as final. The LANDOWNER and the PURCHASER will each select one person for the arbitration board, with the selected people selecting the third person to form the board. Decision by majority of such arbitrators within fifteen days shall be accepted by the LANDOWNER and the PURCHASER.

SPECIAL PROVISIONS:

To the extent authorized by law, the PURCHASER shall indemnify, save and hold harmless the state, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the PURCHASER or its employees, agents, subcontractors, or assignees pursuant to the terms of this agreement.

The PURCHASER agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402. C.R.S. 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this agreement. Any provision of this agreement whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1978 Replacement Vol., and that no violation of such provisions is present.

The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described here.

BINDING ON HEIRS:

The terms and conditions of this agreement shall be binding upon the heirs, executors, administrators, or successors and assignee of either party.

LANDOWNER

DATE

PURCHASER

DATE

OPERATING PLAN

*

1. Approximate starting date of operations _____.

2. Calendar months that harvest operations will be active. i.e., June, July, August or May-November, etc.

_____.

3. Planned rate of harvest:

_____ MBF(Cords) per _____
and _____ MBF for the year _____.

4. Order of harvest operations:

Begin in Unit _____

Order of succeeding units _____, _____, _____.
_____, _____, _____.

5. Vehicles and equipment to be used on sale:

<u>Vehicles</u>		<u>Equipment</u>	
<u>License #</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Type</u>
i.e., LX-1111	5T log truck	Cat	D-6 tractor

6. Requests (i.e., road location, camps, etc.)

Signed _____

Title _____

Date _____

Approved _____

Title _____

Date _____

BIDDER INFORMATION

NAME: _____
BUSINESS NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ DATE: _____

1. PRODUCTS

____ Sawlogs
____ Fuelwood
____ Posts and Poles
____ Christmas Trees
____ Thinning Contracts
____ Transplants
____ Other (please state)

2. QUANTITIES

____ MBF Min	____ MBF Max
____ Cds Min	____ Cds Max
____ No. Min	____ No. Max
____ No. Min	____ No. Max
____ Ac. Min	____ Ac. Max
____ No. Min	____ No. Max

3. EQUIPMENT LIST

4. AREA INTEREST (IF INTERESTED IN ONLY CERTAIN AREAS OF COUNTY, PLEASE INDICATE.)

Total Dots - 406

Meadow - 87 dots = 68.5 Acres

Stand 1 - 30 = 23.5 A

Stand 2 - 26 = 20.5 Acres

Stand 3 - 29 = 23

stand 4 - 18 = 14

Stand 5 - 21 = 16.5

stand 6 - 62 = 49

stand 7 - 20 = 16

Stand 8 - 35 = 27.5

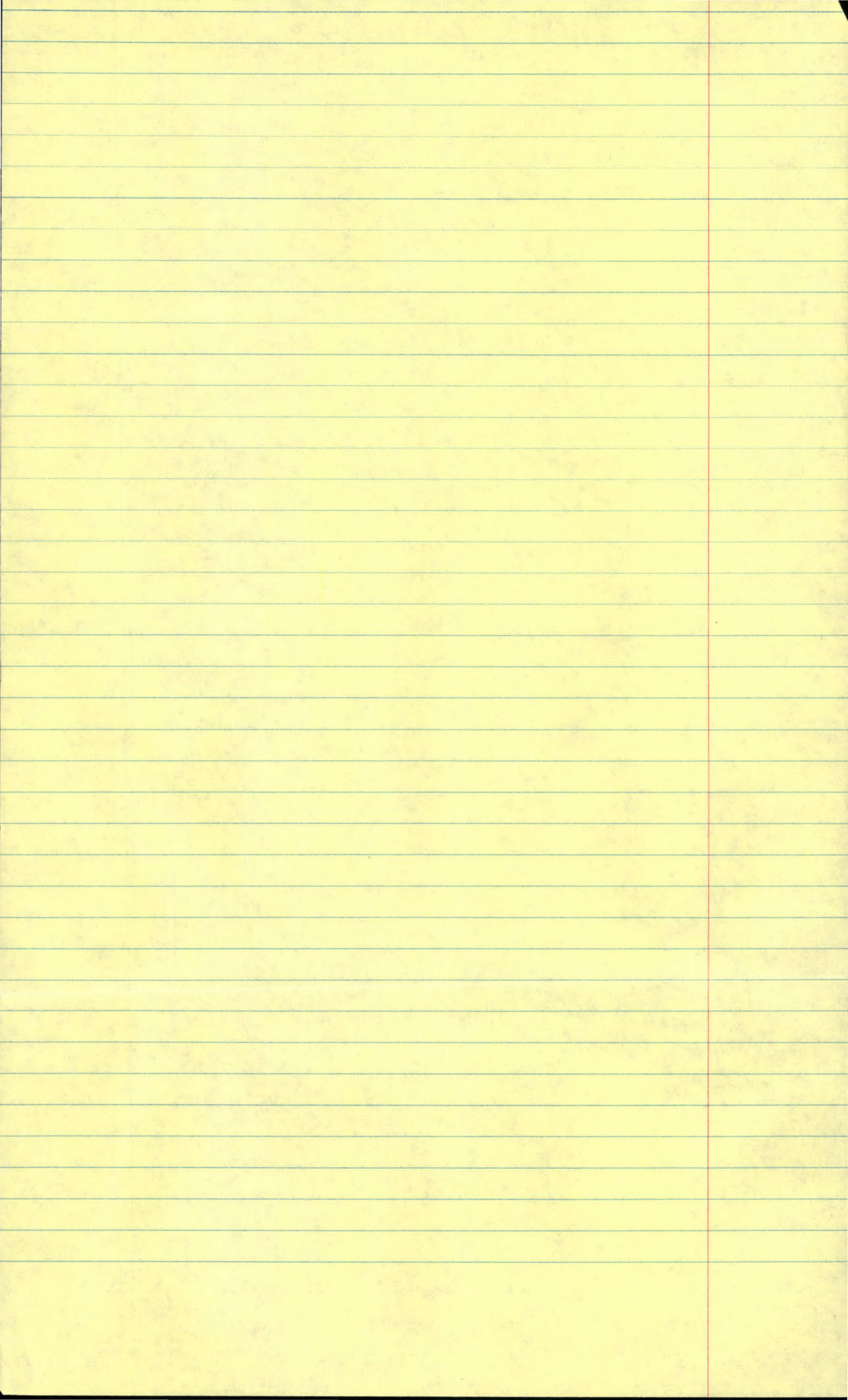
stand 9 - 78 = 61.5
406 320 Acres

Meadow

$$\frac{87}{406} = \frac{x}{320} = 68.5 \text{ Acres}$$

2

$$\frac{26}{406} = \frac{x}{320} = 20.5$$



Area Mar. SecStand 1Plot 1

10

BAF 20BA 160

Species	DBH	Ht.	DMR	Remarks
DF	6	30	—	
LP	8	40	0	
LP	6	40	↓	
LP	10	40		Age 97
LP	4	30		
LP	6	40		
LP	10	50	↓	Age
DF	8	40	—	

Mixed Stand - DF, PF, PP, LP, AS
 Area thinned above pond - 30-40 yrs ago

Slope 37%

Regen - 2

Deer & C/K Sign

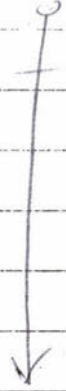
US - CJ, Brush

Age Age

$$\begin{array}{r}
 2 \\
 97 \\
 107 \\
 147 \\
 \hline
 351
 \end{array}$$

$$\begin{array}{r}
 112 \\
 3 \overline{) 351} \\
 \underline{33} \\
 21 \\
 \underline{21} \\
 0
 \end{array}$$

Area MSUStand 1Plot 2BAF 20BA 140

Species	DBH	Ht.	DMR	Remarks
PP	8	40		
DF	8	30		
PP	8	30		
PP	18	50		
PP	14	40		
PP	10	40		
PP	6	30		

Regen 4

Slope - 42

Fire scar - up hill side of PP

US Forbs, CT Brush

Pine Squirrel

Cavity nesters in old Dead PP

Coyote tracks

Area Mar SecStand 1Plot 3BAF 20BA 180

Species	DBH	Ht.	DMR	Remarks
PP	12	40	0	Age 147
PP	14	40	↓	Fire about 80 yrs ago
PP	14	40		
PP	10	40		
DF	10	40		
LP	6	40		
PP	10	40		
PP	10	40		
PP	12	40		

Regen - 2

Slope 43%

Fire scar on PP 1

Pocket Ager above - cankers

Area Stand 2Plot 4BAF 20BA 190

Species	DBH	Ht.	DMR	Remarks
DF	8	30	0 ↓ ✓	
Limber	6	30		
Limber	8	30		
PP	6	30		
PP	10	40		
PP	12	40		
PP	18	50		

Slope - 44 %
Regen - 7

DF sample

BA = 200

PP	12	50	0 ↓ ✓	
PP	14	50		
DF	8	40		
DF	8	40		
LP	8	40		
LP	6	30		
HP	8	40		
LP	4	30		
LP	10	40		
LP	8	40		

Regen = 0

Slope = 47

Saw porcupine

Age 107

#5

Area Stand 2Plot 1BAF 20BA

Species	DBH	Ht.	DMR	Remarks
PP	12	20	↓	
PP	10	20		
PP	14	30	↓	
slope = 30%				
Regen = 0 (few in area)				
South facing South lost Grass				
Tree stunted from wind				
Plot 2				
PP	14	30	0	
PP	10	30	↓	
Regen = 0				
slope = 20+				
Plot 3				
PP	10	30	0	Age 152
Regen = 1				
slope 32%				

Area Stand 3Plot 1BAF 20BA 160

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

LP

8

50

PP

6

40

LP

10

50

LP

8

50

LP

8

50

LP

8

↓

LP

8

↓

LP

8

↓

Age 110

Dead

Regen = 3
Slope = 19

BA = 100

2

PP

16

50

LP

8

40

LP

6

50

LP

8

50

LP

8

50

Slope = 17%
Regen = 1

Area has been thinned

110
135
146
31391
31391
31391

Area _____

Stand 3Plot 2BAF 20

BA _____

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

LP	10	52	0	
----	----	----	---	--

LP	4	40		
----	---	----	--	--

LP	8	40		
----	---	----	--	--

LP	10	50		
----	----	----	--	--

LP	8	50		
----	---	----	--	--

PP	10	50		
----	----	----	--	--

LP	10	50		
----	----	----	--	--

LP	8	50		
----	---	----	--	--

PP	10	50		
----	----	----	--	--

Age 135

Slope = 22

Taper = 0

Bench

X marks below

LP	6	30		
---------------	--------------	---------------	--	--

LP	6	30		
----	---	----	--	--

PP	6	30		
----	---	----	--	--

LP	4	20		
----	---	----	--	--

PP	6	30		
----	---	----	--	--

PP	8 12	50		
----	-----------------	----	--	--

PP	14	50		
----	----	----	--	--

approx area

Taper = 0

Slope = 22%

Area _____

Stand 3Plot 5BAF 20BA 100

Species	DBH	Ht.	DMR	Remarks
PP	10	50	↓	
DF	14	50		
PP	10	50		
PP	12	50		
LP	4	30		
PP	10	50		Age 176
PP	8	50		
PP	10	50		
Regen = 2 slope = 32 just above Creek some species around some blue down Small amount Mt. for Ball				

Area ManhartStand AsPlot 1BAF 20BA

stand 4

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

As	8	50	0	
----	---	----	---	--

8

10

14

12

10

8

10

10

Regen 0

Slope - 5

US - Firbs Grass

As

10

40

0

10

12

8

Age - 85

Age 85

Lots

Regen

Slope

8%

Lots

Cankers

Avg Age

$$\frac{2 \times 85 + 88 + 68}{3} = 80$$

Area MS STAND AS Plot 3
BAF 20 BA

Species	DBH	HT	DMR	Remarks
---------	-----	----	-----	---------

AS
↓

8	30
8	30
6	30
6	30
6	30
4	20
6	20
8	30
6	20

Age 68

Slope - 20%
Riser - 12

AS
↓

8	40
10	50
12	50
10	50
8	40

4

Age - better
Age 88

Conks

Area MarbatStand 4Plot 1 Combined toBAF 20BA 80

stand 5

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

PP

18

50

0

PP

12

50

Dying

PP

10

20

PP

14

50

✓

Slope = 10%

Regen = 0

Rocky Area

Lots forage & Browse

BA = 180

Plot 2

PP

6

30

PP

12

50

PP

8

40

PP

8

40

PP

10

40

Age 90

PP

10

40

PP

12

40

PP

14

50

PP

12

50

PP

12

50

✓

ILK Sign

Slope - 8%

Regen - 3

Could selective cut but Rocky

Area MashatStand 5Plot 1BAF 20BA 80

Species	DBH	Ht.	DMR	Remarks
PP	16	40	0	
PP	8	30	↓	
PP	14	40	↓	
PP	10	40	↓	
Slope = 18				
Regen = 0				
Tie backed Area				
Area could be set this is Bakats				
BA = 80				2
PP	12	40	0	
PP	↓	↓	↓	
PP	↓	↓	↓	
PP	↓	↓	↓	
Slope = 14				
Regen = 0				

Area ManhatStand 6Plot 7BAF 20BA 80

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

PP	14	50	φ ↓ ✓	
PP	14	50		
PP	14	50		
PP	12	30		
PP				

Sw Deer about 12 deer

slope = 3

Regen = 3

BA 140

PP	10	40	#2	Age 130
PP	8	40		
PP	6	40		
PP	8	40		
PP	10	40		
PP	10	30		
PP	6	40		

Real top

slope = 14

Regen = 0

Above Meadow

Age Age

130

145

139

144

133

4/558

15

17

38

Area Stand 6Plot 3BAF 20BA 160

Species	DBH	Ht.	DMR	Remarks
---------	-----	-----	-----	---------

PP	10	50		
----	----	----	---	--

PP	14	50	
----	----	----	--

PP	8	50	
----	---	----	--

LP	12	50	Age 105
----	----	----	---------

PP	10	50	
----	----	----	--

PP	6	40	
----	---	----	--

LP	10	50	
----	----	----	--

LP	10	40	
----	----	----	--


Regen-2

Slope 7%

Deer sign Beds

Behind Rock on N
Mt top

4

LP	10	30		
----	----	----	---	--

PP	10	40	
----	----	----	--

PP	12	40	
----	----	----	--

PP	10	40	
----	----	----	--

LP	12	40	
----	----	----	--

PP	10	40	For top
----	----	----	---------

Slope 5%

Regen 1

Area Stand 6Plot 5BAF 20BA 160

Species	DBH	Ht.	DMR	Remarks
PP	10	40	0	
PP	8	40		
PP	10	40		
PP	6	30		
PP	6	30		
PP	8	30		
PP	6	30		Dead
PP	12	40		Age 139

Slope

100%

100% (rain)

PP	8	40	0	#6
PP	8	30		BA 140
PP	14	40		Dec 5/12
Limber	8	30		
PP	8	30		
PP	10	40		
PP	12	50		Age 144

Slope 27

Range 1

Area ManhattanSTAND 7Plot 1BAF 20BA

7+8

Species	DBH	HT	DMR	Remarks
---------	-----	----	-----	---------

DF	10	40	—	
----	----	----	---	--

PP	12	50	—	
----	----	----	---	--

PP	14	50	—	
----	----	----	---	--

DF	8	30	—	
----	---	----	---	--

PP	10	50	—	
----	----	----	---	--

PP	10	50	—	
----	----	----	---	--

PP	14	50	—	
----	----	----	---	--

PP	6	20	—	
----	---	----	---	--

Age 94

Rocky & steep

Regen = 0

slope = 38

US - cliff brushy, WT, Duff

2

DF	12	30	—	
----	----	----	---	--

PP	12	30	—	
----	----	----	---	--

PP	10	40	—	
----	----	----	---	--

PP	8	40	—	
----	---	----	---	--

Age 94

112

126

143

475

35

Regen - 0

slope - 35%

Fire scars

STAND 7 Plot 3

BA 80

slope - 32%
Age - 2

Area MS STAND 8 Plot 1

BAF 20 BA 120

Species	DBH	HT	DMR	Remarks
---------	-----	----	-----	---------

PP	8	30	—	
PP	12	40	—	
PP	10	40	—	
PP	16	50	—	Age 12C
PP	12	50	—	
PP	16	50	—	

Packet that could be turned

Regen = 0

slope = 18

Rocky

Area has been turned - 80-100%
90%

Deer sign

#2

PP	10	40	0	
PP	12	50		
PP	12	50		
PP	8	40		
PP	10	40		
PP	12	40		

Regen = 0

slope 8%

Bryophyte damage

STAND 8 Plot 3

BA

Page 1 = 0
slope = 5%

Area msSTAND 9Plot 1Change to
8BAF 20BA

Species	DBH	HT	DMR	Remarks
PP	10	40	↓	
PP	6	40		
PP	8	40		
PP	12	50		
PP	10	40		Gall Rust
PP	10	40		
Excellent site for this				
Regen - 0				
slope 8%				
PP	6	20	↓	2
PP	8	30		
PP	10	40		
PP	10	40		
PP	4	20		
PP	10	40		
Age 112				
Mt Pine beetle holes				
Slope - 10%				
Regen - 10% 1				
Average age				
112				
129				
106				
95				
440				

Ave age

2
112
129
106
95
492

Area _____

STAND 9Plot 3BAF 20BA 120

Species	DBH	HT	DMR	Remarks
---------	-----	----	-----	---------

PP

12

50

0

PP

12

50

PP

10

50

PP

14

50

PP

12

50

PP

12

50

Age 129

Slope - 8%

Regen 3

4

PP

10

50

PP

8

30

PP

4

20

PP

10

50

PP

12

50

Age 106

PP

8

40

PP

8

40

Regen

Regen 2

Slope - 12%

Area MSSTAND 9Plot 5BAF 20BA 140

Species	DBH	HT	DMR	Remarks
---------	-----	----	-----	---------

PP

6

30

0

PP

18

50

PP

8

40

LP

8

50

LP

6

50

LP

10

50

LP

12

50

slope

15-70

regen

- 0

Age - 95

Area MS STAND 9 Plot 6

BAF 20 BA

Species	DBH	HT	DMR	Remarks
PP	10	30	0	
PP	6	40	↓	
PP	8	30		
PP	12	50		
Slope - 25 Regen - 0 South side of stand				
PP	14	50	↓	
PP	8	30		7
PP	10	50		
PP	10	50		
PP	10	50		
PP	12	50		Age 110
PP	10	50		
PP	8	50		
Regen 1 Slope 15%				

Area MSSTAND 10Plot 1BAF 70BA 138changed to
~~8~~ 9

Species	DBH	HT	DMR	Remarks
DF	18	50		Age 70+
PP	12	50		incubated bare
PP	10	50		too small
PP	10	50		
PP	8	50		+
Regen - 2 slope - 12%				
BA = 120				
PP	16	50	0	2
PP	10	50	↓	
PP	8	50		
PP	10	50		Age 98
PP	6	40		
PP	8	40		
Regen 1 slope 10%				
2 104 138 98 10 310				

Area MSSTAND 10Plot 3BAF 20BA 180

Species	DBH	HT	DMR	Remarks
PP	8	40	↓	Dead top
PP	6	30		
PP	8	30		
PP	10	30		
PP	4	20		
PP	10	30		
PP	12	40		
PP	8	30		
PP	10	40		
BA=200				
PP	6	30	0	4
PP	8	40		
PP	8	30		
PP	10	40		
PP	8	40		
PP	10	30		
PP	8	40		
PP	6	40		
PP	8	40		
PP	10	40		

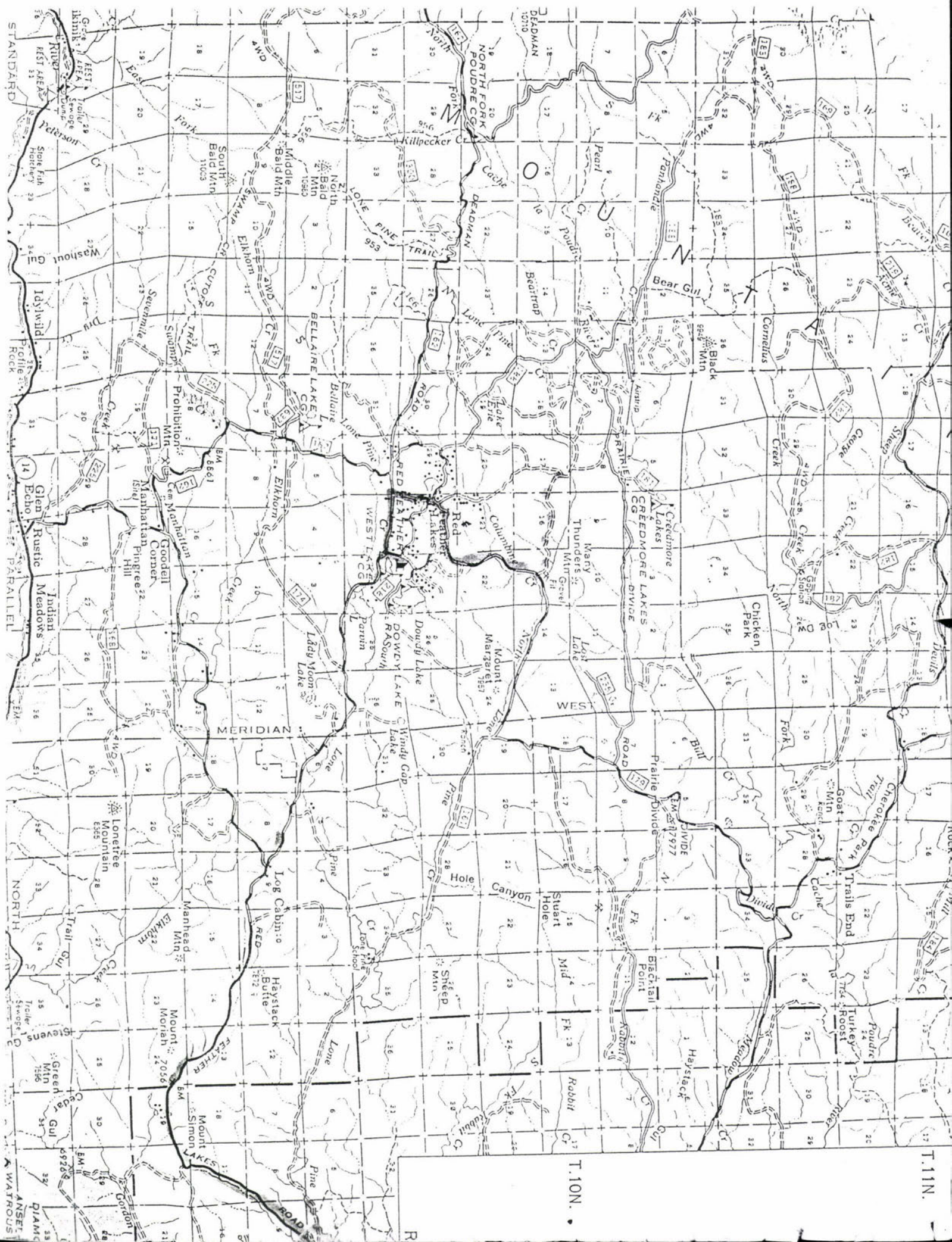
17/04 5

BA

Species	DBH	HT	DMR	Remarks
	lots	Deer	sign	
PP	10	40	o	
PP	6	20	↓	
PP	8	30		
PP	14	50		Age 138
	Regen - 0 slope 15%			
PPI	8	30	↓	6 Road top
PP	8	40		
PP	6	30		
PP	8	40		
PP	12	50	↓	
	slope - 18% Regen - 0			

Area MS STAND 10 Plot 7
BAF 20 BA

Species	DBH	HT	DMR	Remarks
		Rocky		
PP	8	30	0 ↓	
PP	4	20		
PP	8	30		
PP	6	30		
PP	8	30		
PP	14	50		
PP	12	30		Age 104
Regen - 0				
Slope 5%				
Several Flat Berches				
PP	10	30	9 	
PP	10	30		
PP	8	30		
PP	8	30		
PP	8	30		
Regen - 0				
Slope 12%				
E of 5th Pile				



T.11N.

T.10N.

Manhattan Creek Timber Sale



Treatment



Patch Cut



Selective/Sanitation Cut

0 500 1,000 Feet



CEL 200.31

7-10-72

F16CN

08 069 472 80

20203

USE 174

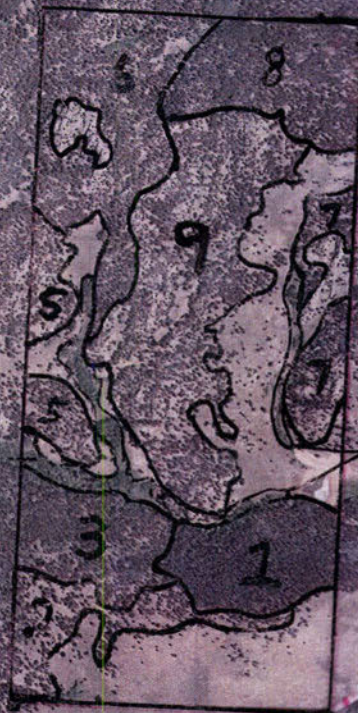


7-10-72

FIGEN

03-069 472 80

USES 174



CFL 200.31

7-10-72

FIGCN

08 069 472 81

2012113

1021











To:

Invoice No.

61985

GREG TAYLOR

DBA HIGH PLAINS LOG & TIMBER

PO BOX 336663

GREELEY, CO 80633

Colorado
State
 FOREST
 SERVICE

Date: FEBRUARY 11, 2003

Item	Unit Cost	Total
1 FCSL 2000-01 W1/2 SEC 16, T9N, R73W LARIMER COUNTY		250.00
2 STUMPAGE PAYMENT ON MANHATTAN SL SALE		
3		
4		
5		
6 8 hours @ \$26.00/hour = \$208.00		
7 Net to SLB = 42.00		
8 \$250.00		
9		
Tax Exempt No. _____	Sales Tax	

CSFS Originator

Payment Due By THANK YOU

Remit to:

2/11

Total		250.00
CK-CA-MO Amount Paid:		250.00
Amount Due		0
Ck#	Dated	
Rcv'd By 1128	F.Y. 1-31-2003	
	02/03	
JE Funding		Amount
999870	0641	208.00
999870	0645	42.00

Deposit No.

Date

White-Customer copy; Yellow-State Office copy; Pink-Project copy

To:

Invoice No. 52755GREG TYLERPO BOX 113WALDEN CO 80430

Colorado
State
 FOREST
 SERVICE

Date: ~~SEPT 25, 2000~~ OCTOBER 25, 2000

Item	Unit Cost	Total
1 <u>FCSL 2000-01 W 1/2 SEC 16, T9N, R73W LARIMER COUNTY</u>		
2 <u>STUMPAGE PAYMENT ON MANHATTAN SL SALE</u>		975.00
3		
4 <u>28 Hours x \$26/HR = \$728-</u>		
5 <u>Net to SAB 247-</u>		
6 <u>\$ 975.00</u>		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	
Total		975.00
CK-CA-MO Amount Paid:		975.00
Amount Due		0
Ck# <u>2329</u>	Dated	<u>5/15/2000</u>
Rcv'd By <u>MH</u>	F.Y.	<u>00/01</u>
Funding	Amount	
<u>000070</u>	<u>0641</u>	<u>728.00</u>
<u>000070</u>	<u>0645</u>	<u>247.00</u>

CSFS Originator

Payment Due By THANK YOU

Remit to:

Deposit No.

Date

MEMORANDUM

Colorado
State
FOREST
SERVICE

DATE: 3-15-01

TO: Howard Hersh

FROM: Mike Hughes, Forester, F.C. District

SUBJECT: Manhattan $\frac{1}{2}$ -section -- Transplants

Howard,

This note serves as permission to harvest approx. 50 transplants from Manhattan State half-section at same price (under same reg.s.) as our contract Sand Creek/Trail Creek Contract

Mike Hughes
491-8453

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 5/98

DATE: Dec 20, 2000

TO: State Office Accounting

FROM: Michael Hughes
(signature of CSFS employee initiating request)

THIS IS A REQUEST FOR (CHECK ONE):
Please attach copies of all appropriate supporting documents.

☒ JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ 500 Reason for transfer: Transfer bond from
97 SF97-14 Boulder Post + Polc II Sale to Manhattan Sale (F.C. District)
Document #: _____ Invoice #: 38941 FY 95-96
Vendor name: G.T. Logging DBA Black Dogs Forestry
Debit funding 019606 - 2060 Credit funding (019606 - 2060)
(Account-Subcode) (Account-Subcode)
Signature Valerie A. Hendy Signature Valerie A. Hendy
(Account Manager) (Account Manager)

☐ HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:

Transfer \$ _____ Reason for transfer: _____
Employee name: _____ PPE Date: _____
Debit funding _____ - _____ Credit funding (_____ - _____)
(Account-Subcode) (Account-Subcode)
Signature _____ Signature _____
(Account Manager) (Account Manager)

☐ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ _____ to customer listed below.
Received on CSFS Invoice # _____ FY _____
Name: _____
Address: _____
Reason for refund: _____

TOTAL P.01

To:

Invoice No. **38941**

Colorado
State
FOREST
SERVICE

GT LOGGING
PC BOX 113
WADSWORTH CO 80420
723-4677

Date: June 5, 1996

Item	Unit Cost	Total
1 Pole line depart from 1996 Pole Line Sale		500.00
2 Junkyard Timber Sale 11-11-97		
3		
4		
5		
6		
7		
8		
9		
Tax Exempt No.	Sales Tax	

Transferred to
SF97-14 Boulder Post
& Pole II as per
Paul Janzen 11-19-97

CSFS Originator 11-11-97Payment Due By 11-11-97

Remit to:

Total	500.00
CK-CA-MO Amount Paid:	500.00
Amount Due	0.00
Ck# 1027	Dated 6/24/96
Rcv'd By 11-11-97	F.Y. 96-96
Funding	Amount
0190000	20000
	500.00

Deposit No.

Date

Attach to invoice #38941

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 7/92

DATE: Nov 19, 1997

TO: State Office Accounting

FROM: Mik Harvey
(signature of CSFS employee initiating request)

Please initiate the following transaction. Copies of all appropriate supporting documents are attached.

THIS IS A REQUEST FOR (CHECK ONE):

☒ JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ 500

Reason for transfer: Transfer bond from 1996 Pole Creek Pole/
Junkyard Timber Sale to SF97-14 Boulder Post # Pole II
per Paul Janzen.

Document type/#: CSFS Invoice 38941 FY 95-96

Vendor/employee name: G.T. Logging DBA Black Dogs Forestry

Debit funding 019606 - 2060 Credit funding 019606 - 2060
(Account-Subcode) (Account-Subcode)

Signature Janelle Hay Signature Janelle Hay
(Account Manager) (Account Manager)

☐ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ _____ to
customer listed below.

Received on CSFS Invoice # _____ FY _____

Name: _____

Address: _____

Reason for refund: _____

XC: Paul Janzen

TOTAL P.01

To:

Invoice No. **38941**

~~G.T. LOGGING~~
~~PO BOX 113~~
~~WALDEN CO 80420~~
~~723-4677~~

Colorado
State
 FOREST
 SERVICE

Date: June 5, 1996

Item	Unit Cost	Total
1 Primmer deposit for 1996 Pole to Boulder State		500 ⁰⁰
2 Junkyard Timber Sale 11-74 1		
3		
4		
5		
6		
7		
8		
9		
Tax Exempt No.		Sales Tax

Transferred to
 SF97-14 Boulder Post
 7 Pole II as per
 Paul Janzen 11-19-97

CSFS Originator [Signature]

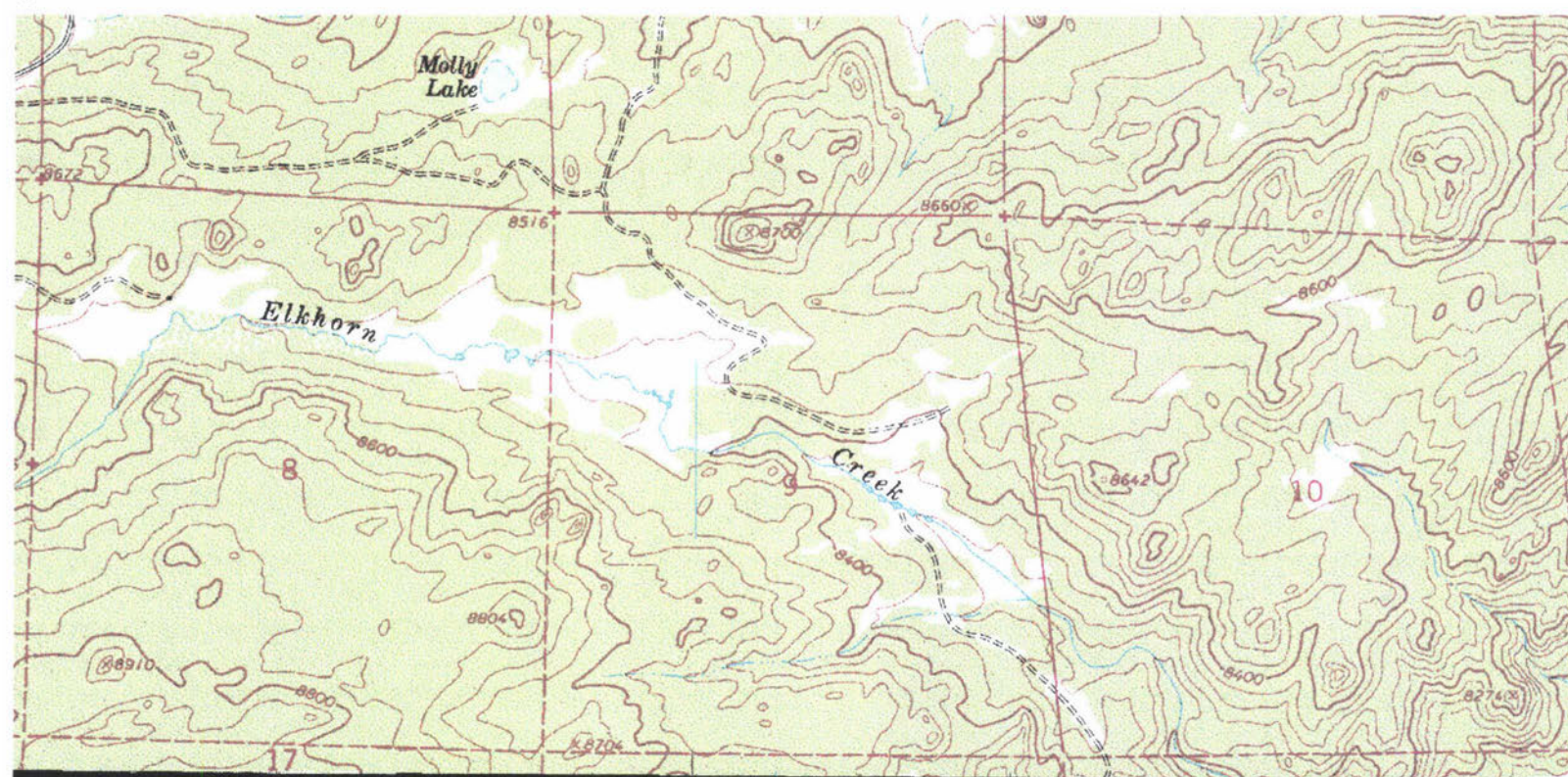
Payment Due By _____

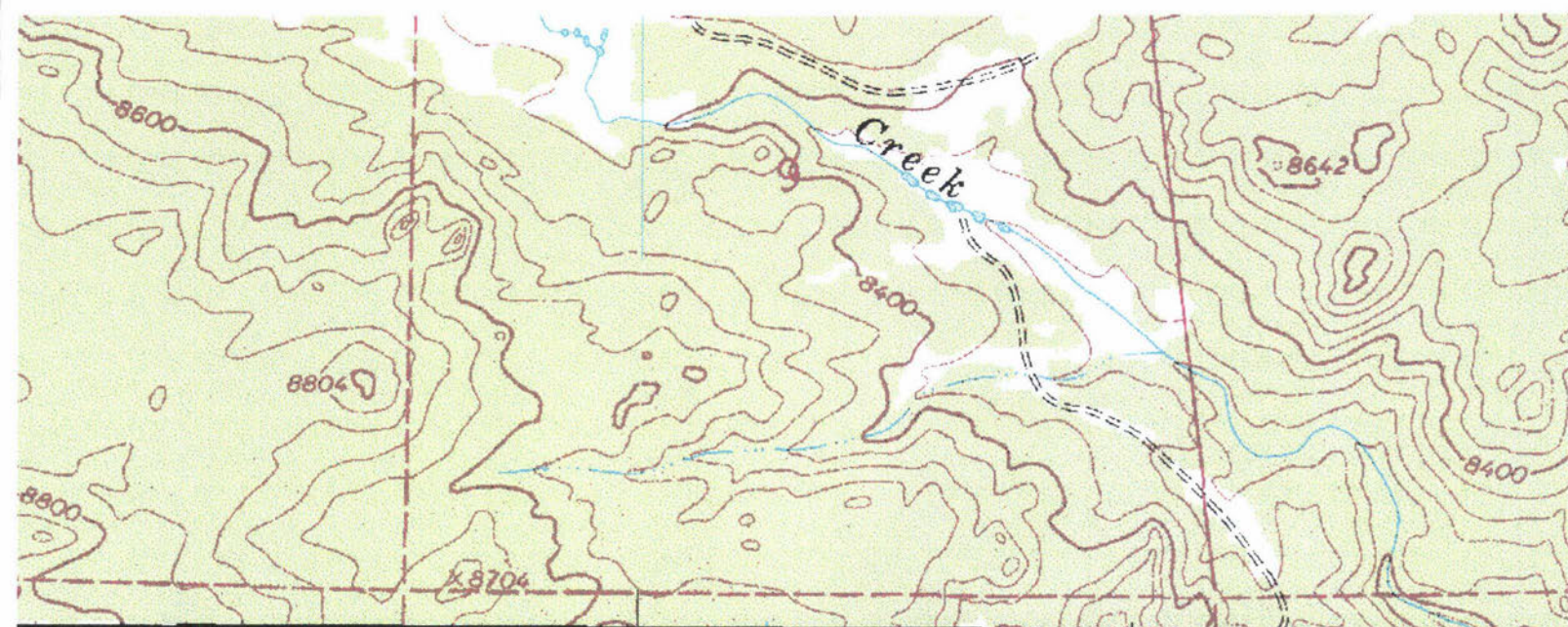
Remit to:

Total		500 ⁰⁰
CK-CA-MO Amount Paid:		500 ⁰⁰
Amount Due		0-
Ck# 1027	Dated 6/28/96	
Rcv'd By [Signature]	F.Y. 95-96	
Funding		Amount
0190000	20600	500 ⁰⁰

Deposit No.

Date





Property Information

Property Tax Info

General Information

Parcel Number: 39150-00-025
Account/Schedule Number: R0692417

Tax Year: 2003
Tax District: 1918

Owner Name & Address

Owner Name: FRANKLIN, GERALD L
Owner Name: CHARLOTTE A
Mailing Address: (970) 881-2429
Mailing Address: 6454 COUNTY RD 68C
City: RED FEATHER LAKES
State: CO
Zip Code: 80545

Property Location

Location Address: 6454 COUNTY RD 68C
Location City: RED FEATHER LAKES
Location Zip Code: 805450000
Mobile Home Space:
Subdivision Number: /150973
Subdivision Description: S15 T09 R73

Sale Information

Deed Type	Sale Date	Sale Price	Reception Number
WD	01/01/1992	0	92000995

Value Information (as of 5/1/03)

Abstract Code and Description	Value Type	Actual Value	Assessed Value	Gross Acres	Gross SqFt
4137 Ag meadow hay VC	Land	1,150	330	15.00	653,400
4259 Ag imp	Improvement	259,500	20,660		
4279 Ag support bldg	Improvement	2,800	810		
Total Acres and Sqft				15	653,400
Actual Value:		263,450			
Assessed Value:		21,800			
				Current Mill Levy: 84.303	

Legal Description

TR IN W 1/2 15-9-73 DESC: W 500 FT OF S 1/2 OF SE 1/4 OF NW 1/4; ALSO BEG AT W 1/4 COR, TH E ALG N LN OF SW 1/4 1320 FT M/L TO NE COR OF NW 1/4 OF SW 1/4, E ALG N LN OF SW 1/4 500 FT, S 665 FT, W TO W LN, N 665 FT TPOB CONT 36 AC

Property Attributes and Descriptions

Attribute	- Attribute Description
Sewer	- Septic
Topography/Shape	- Level

