

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7234

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on October 17, 2023.

LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

<u>CONTACT NAME:</u> Matt Foster <u>PHONE NUMBER:</u> (989) 619-5921

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

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

Painted Up Red Pine (54-007-23) / T36N, R03E, SEC. 25, N1/2NE.

T36N, R03E, SEC. 36, S1/2NW,N1/2SW. T36N, R04E, SEC. 30, NWNW.

Presque Isle County, Advertised Price \$195,196.85, 107.1 Acres, Hardwood, Red Pine.

SALE NOTE: There is old red paint present within Payment Units 2-5; it is encouraged that the producer utilizes the georeferenced Avenza Map. This sale has good quality timber, access, and operability. There is a snowmobile trail within Payment Units 2-5, and in the vicinity of Payment Unit 1 (see specs 5.2.41 & 6.2.2). Low stumps are required in Payment Units 1-4 (see spec 2.2.3). Slash will be required to be moved from Payment Unit 4 into Payment Unit 5 and piled around oak stumps (see spec 5.2.1.2.6). Soft oak wilt specs are in place due to the proximity to private property as well as oak within the retention islands (see spec 5.2.3.5).

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

TIMBER SALE INFORMATION

Painted Up Red Pine (54-007-23)

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A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATE | D UNITS* | <u>ADV</u> | ERTISED PRICE |
|------------------------|-----------------|----------|------------|---------------|
| Sawtimber | | | | |
| Black/Red (Hybrid) Oak | 289.8 | MBF | \$ | 151.00 / MBF |
| Red Maple | 17.4 | MBF | \$ | 104.00 / MBF |
| Red Pine | 575.3 | MBF | \$ | 145.00 / MBF |
| White Pine | 87.5 | MBF | \$ | 135.00 / MBF |
| Pulpwood | | | | |
| B. T. Aspen | 92 | Cords | \$ | 29.00 / Cord |
| Balsam Fir | 9 | Cords | \$ | 28.50 / Cord |
| Black/Red (Hybrid) Oak | 662 | Cords | \$ | 33.75 / Cord |
| Red Maple | 112 | Cords | \$ | 29.70 / Cord |
| Red Pine | 502 | Cords | \$ | 43.55 / Cord |
| White Pine | 129 | Cords | \$ | 30.55 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.11 percent. There are an estimated 3,650 cords on this timber sale, plus or minus 369 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$9,759.84 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| UE |
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- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME | | | STATISTICAL RANGE IN CORDS | | |
|------------------|-------------|---------------|----------------------------|---------|--|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM | |
| 288,381 | 3,650 | 10.11% | 3,281 | 4,019 | |

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| | VOLUME | | | RANGE IN CORDS | |
|--------|------------------|-------------|---------------|----------------|---------|
| VDU | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 3 | 111,840 | 1,416 | 13.78% | 1,221 | 1,611 |
| 32 | 69,077 | 874 | 22.34% | 679 | 1,070 |
| 39 | 55,146 | 698 | 27.87% | 504 | 893 |
| 339 | 52,318 | 662 | 23.46% | 507 | 818 |
| TOTAL: | 288,381 | 3,650 | | 2,910 | 4,391 |

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| TOTAL: | 107.1 | | 107.1 |
|--------|-----------|----|----------|
| | | 5 | 16.3 |
| 339 | 20.0 | 3 | 3.7 |
| | | 4 | 16.6 |
| 39 | 20.5 | 2 | 3.9 |
| | | 3 | 10.8 |
| 32 | 32.9 | 2 | 22.1 |
| 3 | 33.7 | 1 | 33.7 |
| VDU | VDU ACRES | PU | PU ACRES |

DESCRIPTION OF TIMBER BY PU (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|-------------------|-----------|----------|-------|-------|-----------------|
| | Black/Red (Hybrid | Sawtimber | 48.1 | MBF | | |
| | Red Pine | | 276.9 | MBF | | |
| | White Pine | | 71.4 | MBF | | |
| | B. T. Aspen | Pulpwood | 10 | Cords | | |
| | Black/Red (Hybrid | | 104 | Cords | | |
| | Red Pine | | 224 | Cords | | |
| | White Pine | | 94 | Cords | | |
| | Black/Red (Hybrid | Sawtimber | 17.3 | MBF | | |
| | Red Pine | | 178.4 | MBF | | |
| | White Pine | | 4.9 | MBF | | |
| | B. T. Aspen | Pulpwood | 21 | Cords | | |
| | Black/Red (Hybrid | | 116 | Cords | | |
| | Red Maple | | 8 | Cords | | |
| | Red Pine | | 127 | Cords | | |
| | White Pine | | 7 | Cords | | |
| | Black/Red (Hybrid | Sawtimber | 28.9 | MBF | | |
| | Red Pine | | 85.7 | MBF | | |
| | White Pine | | 4.0 | MBF | | |
| | B. T. Aspen | Pulpwood | 11 | Cords | | |
| | Balsam Fir | | 2 | Cords | | |
| | Black/Red (Hybrid | | 78 | Cords | | |
| | Red Pine | | 62 | Cords | | |
| | White Pine | | 3 | Cords | | |
| | Black/Red (Hybrid | Sawtimber | 70.1 | MBF | | |
| | Red Pine | | 27.0 | MBF | | |
| | B. T. Aspen | Pulpwood | 30 | Cords | | |
| | Black/Red (Hybrid | | 178 | Cords | | |
| | Red Maple | | 15 | Cords | | |
| | Red Pine | | 60 | Cords | | |
| | White Pine | | 19 | Cords | | |
| | Black/Red (Hybrid | Sawtimber | 125.4 | MBF | | |
| | Red Pine | | 7.3 | MBF | | |
| | White Pine | | 7.2 | MBF | | |
| | B. T. Aspen | Pulpwood | 20 | Cords | | |
| | Balsam Fir | | 7 | Cords | | |
| | Black/Red (Hybrid | | 186 | Cords | | |
| | Red Pine | | 29 | Cords | | |
| | White Pine | | 6 | Cords | | |
| | Red Maple | Pulpwood | 70 | Cords | 33.7 | |
| 2 | Red Maple | Sawtimber | 3.3 | MBF | 26.0 | \$39,991.30 |
| 3 | Red Maple | Pulpwood | 5 | Cords | 14.5 | \$23,279.15 |
| 4 | Red Maple | Sawtimber | 14.1 | MBF | 16.6 | \$26,482.95 |
| 5 | Red Maple | Pulpwood | 14 | Cords | 16.3 | \$29,884.95 |
| | | TOTAL: | 970.0 | MBF | | |
| | | | 1,506 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Painted Up Red Pine Sale Number: 54-007-23 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, purple, and yellow paint, or are unmarked and identified by a snowmobile trail or road. Exterior sale boundary lines against private property are marked with blue paint.

For Payment Unit 1, exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas.

For Payment Units 2-5, exterior sale boundary lines against state are marked with purple paint, with the exception of the northern boundary of Payment Units 2 & 3, which is unpainted and identified by Cheboygan Plains Rd, and the western boundary of Payment Units 2 & 4, which is unpainted and identified by Friedrick Rd. Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundaries between Payment Units 2 & 4 and 3 & 5, which are unmarked and designated by a snowmobile trail. Retention patches are marked with purple paint; no harvesting activities may occur within these areas.

The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, except do not cut any red or white pine over 26 inches at DBH.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 1-3 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the Sale Administrator. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. If market conditions limit the practicality of chipping, the producer may skid all remaining topwood out of these Payment Units and scatter in locations approved by the Sale Administrator. If the deadline is not met, damages will be collected determined by the cost to complete this work. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1-4, shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 4 & 5, all wood must be removed by whole tree, tree segment, or roundwood operation. No chipping is permitted. In addition, all tops must be removed from Payment Unit 4 and piled around oak stumps within Payment Unit 5.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are red and white pine greater than or equal to 26 inches at DBH. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

4.1.12 - No new roads (1/12)

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

5 - Operations

5.1 - Notification

5.1.4 - Post-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from Payment Unit 4 and placed around cut oak stumps in Payment Unit 5. This is in order to facilitate reforestation and protect oak stump sprout regeneration from browsing. Sub-merchantable oak tops/slash are to be placed high and wide centered over harvested oak stumps with the goal of making the slash impenetrable by deer.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.5 - Oak wilt restriction (1/18)

Within the Sale Area, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific

steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.3.6 - Bark beetle restriction (12/08)

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

5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

5.2.41 - Snowmobile trail protection (9/11)

LP_99 is a snowmobile trail within the Sale Area and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31, unless approved by the Sale Administrator. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles at the Sale Administrator's approved crossing. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Cheboygan Plains Rd and/or Lookout Rd prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on LP_99 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 9/13/2023 10:53:08AM





