



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7484**

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on August 15, 2024.**

LOCATION: **NEWBERRY MGMT UNIT, PO BOX 428, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.**

CONTACT NAME: Keith Magnusson

PHONE NUMBER: (906) 291-0120

PROSPECTUS NOTE: All sales on this Prospectus have been reduced due to "no bid" status on previous advertisements.

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, NEWBERRY MANAGEMENT UNIT, for certain timber on the following described lands:

Brant Creek Mix (42-013-23) / T46N, R10W, SEC. 10, S1/2SE.

T46N, R10W, SEC. 11, S1/2SW.

T46N, R10W, SEC. 15, NW,NE.

T46N, R10W, SEC. 16, NENE.

Luce County, Advertised Price \$19,077.85, 126.8 Acres, Aspen, N White Cedar.

SALE NOTE: This sale has been reduced due to "no bid" status on previous advertisements.

Permission for access across private land is the responsibility of the Purchaser.

Within Payment Unit(s) 1-9, harvesting is limited to the period of December 1 to April 1 because of wet ground present in some areas of the sale.

The snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

Note that Payment Units 1-7 are optional to harvest due to potential access issues. Removing any or all of these Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

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

# TIMBER SALE INFORMATION

## Brant Creek Mix (42-013-23)

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Luce County (Advertised Price \$19,077.85)

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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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Paper Birch	1.5 MBF	\$ 21.00 / MBF
Pulpwood		
Balsam Fir	63 Cords	\$ 4.80 / Cord
Mixed Aspen	1,057 Cords	\$ 14.95 / Cord
Mixed Hardwood	131 Cords	\$ 6.00 / Cord
Mixed Spruce	199 Cords	\$ 3.00 / Cord
N. White Cedar	448 Cords	\$ 3.20 / Cord
Paper Birch	38 Cords	\$ 1.90 / Cord
Tamarack	53 Cords	\$ 1.00 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 18.20 percent. There are an estimated 2,046 cords on this timber sale, plus or minus 372 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 \$953.89 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	1.4%
02	2.6%
03	2.3%
04	1.8%
05	1.4%
06	1.2%
07	35.2%
08	25.1%
09	29.0%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2028.

### **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
161,638	2,046	18.20%	1,674	2,419

### 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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
29	28,351	359	32.42%	243	475
30	31,095	394	33.78%	261	527
31	42,299	535	20.53%	425	645
34	51,929	657	46.19%	354	961
97	7,964	101	49.79%	51	151
<b>TOTAL:</b>	<b>161,638</b>	<b>2,046</b>		<b>1,333</b>	<b>2,759</b>

### 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.

VDU	VDU ACRES	PU	PU ACRES
29	20.6	8	20.6
30	16.4	9	16.4
31	49.9	7	49.9
34	37.2	1	5.7
		2	6.3
		3	7.7
		4	7.2
		5	5.7
		6	4.6
97	2.7	2	2.0
		3	0.7
<b>TOTAL:</b>	<b>126.8</b>		<b>126.8</b>

**DESCRIPTION OF TIMBER BY PU (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Spruce	Pulpwood	27	Cords	5.7	\$271.30
	<i>Black Spruce</i>		27	<i>Cords</i>		
	N. White Cedar		54	Cords		
	Paper Birch		5	Cords		
	Tamarack		8	Cords		
2	Mixed Spruce	Pulpwood	29	Cords	8.3	\$494.60
	<i>Black Spruce</i>		29	<i>Cords</i>		
	N. White Cedar		121	Cords		
	Paper Birch		6	Cords		
	Tamarack		9	Cords		
3	Mixed Spruce	Pulpwood	35	Cords	8.4	\$430.10
	<i>Black Spruce</i>		35	<i>Cords</i>		
	N. White Cedar		94	Cords		
	Paper Birch		7	Cords		
	Tamarack		11	Cords		
4	Mixed Spruce	Pulpwood	34	Cords	7.2	\$342.90
	<i>Black Spruce</i>		34	<i>Cords</i>		
	N. White Cedar		68	Cords		
	Paper Birch		7	Cords		
	Tamarack		10	Cords		
5	Mixed Spruce	Pulpwood	27	Cords	5.7	\$271.30
	<i>Black Spruce</i>		27	<i>Cords</i>		
	N. White Cedar		54	Cords		
	Paper Birch		5	Cords		
	Tamarack		8	Cords		
6	Mixed Spruce	Pulpwood	22	Cords	4.6	\$221.40
	<i>Black Spruce</i>		22	<i>Cords</i>		
	N. White Cedar		44	Cords		
	Paper Birch		4	Cords		
	Tamarack		7	Cords		
7	Balsam Fir	Pulpwood	51	Cords	49.9	\$6,722.45
	Mixed Aspen		407	Cords		
	<i>Balsam Poplar</i>		82	<i>Cords</i>		
	<i>Quaking Aspen</i>		325	<i>Cords</i>		
	Mixed Hardwood		53	Cords		
	<i>Red Elm</i>		2.7	<i>MBF</i>		
	<i>Red Maple</i>		1.1	<i>MBF</i>		
	<i>Black Ash</i>		5	<i>Cords</i>		
	<i>Red Elm</i>		18	<i>Cords</i>		
	<i>Red Maple</i>		16	<i>Cords</i>		
	<i>Sugar Maple</i>		7	<i>Cords</i>		
	Mixed Spruce		25	Cords		
	<i>Black Spruce</i>		7	<i>Cords</i>		
	<i>White Spruce</i>		18	<i>Cords</i>		
8	Mixed Aspen	Pulpwood	305	Cords	20.6	\$4,781.75
	<i>Balsam Poplar</i>		116	<i>Cords</i>		
	<i>Quaking Aspen</i>		189	<i>Cords</i>		
	Mixed Hardwood		37	Cords		
	<i>Red Elm</i>		1.1	<i>MBF</i>		
	<i>Red Elm</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		33	<i>Cords</i>		
9	Paper Birch	Sawtimber	1.5	MBF	16.4	\$5,542.05
	Balsam Fir	Pulpwood	12	Cords		
	Mixed Aspen		345	Cords		
	<i>B. T. Aspen</i>		7	<i>Cords</i>		

**DESCRIPTION OF TIMBER BY PU (PU), CON'T**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	<i>Balsam Poplar</i>	<i>Pulpwood</i>	131	<i>Cords</i>		
	<i>Quaking Aspen</i>		207	<i>Cords</i>		
	Mixed Hardwood		41	<i>Cords</i>		
	<i>Red Maple</i>	<i>Sawtimber</i>	1.8	<i>MBF</i>		
	<i>Black Cherry</i>	<i>Pulpwood</i>	8	<i>Cords</i>		
	<i>Red Maple</i>		29	<i>Cords</i>		
	N. White Cedar		13	<i>Cords</i>		
	Paper Birch		4	<i>Cords</i>		
TOTAL:			1.5	MBF		
TOTAL:			1,989	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Brant Creek Mix

Sale Number: 42-013-23 Seq#: 2

### 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 and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-9, cut all trees that are two (2) inches or more at DBH, except within Payment Unit 7, do not cut any trees ringed with green paint.

Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries of Payment Unit 9, are not Included Timber and are to be protected.

##### 2.1.11 - Description of timber note (2/04)

Note that Payment Units 1-7 are optional to harvest due to potential access issues. Removing any or all of these Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 7-9, 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.

#### 3.4 - Damaged Timber

##### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked in Payment Unit 9 with a red boundary line. The Purchaser shall not cut live or dead trees within this special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay double stumpage as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

### 4 - Transportation

#### 4.1 - Construction

##### 4.1.4 - Timber removed for construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at contract prices or average prices, if not on the contract.

##### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back

from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

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

#### 4.4 - Access

##### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

###### 5.2.1.8 - Slash height (12/08)

No slash may exceed 36 inches in height.

##### 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

###### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-9, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to April 1. This restriction is because of wet ground present in some areas of the sale.

###### 5.2.3.2 - 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.

###### 5.2.4.1 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.3 - Stream Protection

##### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of Brandt Creek, except at an approved crossing.

#### 5.4 - Soil Protection

##### 5.4.1 - Rutting restriction, general (7/16)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (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

##### 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail 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 DNR will provide these signs.



**TIMBER SALE MAP**

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

Sale Number

42-013-23

Date

09/26/2023

Forest Management Unit  
Newberry Mgt Unit

County

Luce

Mapped By: Amy Livermore

Cruised By: Contractor

Scale

1:20,000

Page

1

Of

1

Township  
46N

Range  
10W

Section(s) and Subdivision(s)  
Sec. 10 S1/2SE; Sec. 11 S1/2SW; Sec. 15 NW,NE; Sec. 16 NENE;

**Cover Type**

A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous	Z = Water	
H = Hemlock	N = Marsh		

**Density**

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

**Brant Creek Mix**

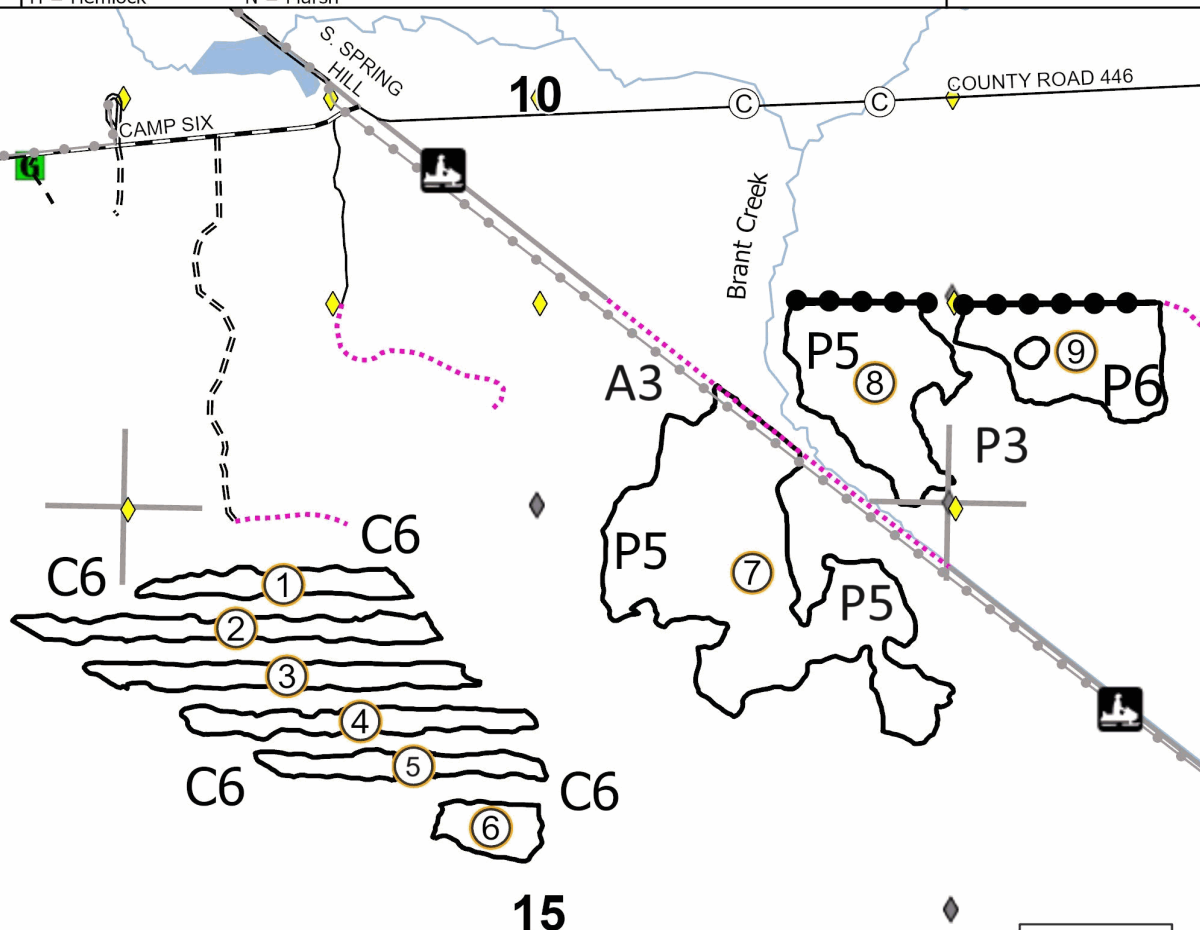
Acres: **126.8**

QR Code



Legend

- Against State (red)
- Private Boundary (blue)
- Recreational Trail
- Survey Grade Corner
- Field Grade Corner
- Gate
- MIRIS Section Corner
- Perennial River
- Lakes and Rivers
- Primary Forest Road
- Secondary Forest Road
- Forest Access Route
- Paved Road
- Gravel Road
- County Road - Seasonal
- Private Road
- Temporary Management Access
- Counties
- Culvert
- Snowmobile Trails
- Trail Symbols
- Section #



PU #	Acres
1	5.7
2	8.3
3	8.4
4	7.2
5	5.7
6	4.6
7	49.9
8	20.6
9	16.4

