

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7060

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 7, 2022.

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

CONTACT NAME: Cody Stevens PHONE NUMBER: (989) 785-4251

<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:

<u>Hunt Creek and Blue Lake Aspen</u> (54-004-21) / T29N, R03E, SEC. 20, NENW,S1/2NW,NWNE,N1/2SW,S1/2SE.

T29N, R03E, SEC. 29, NENW, NE.

T29N, R03E, SEC. 30, NWSW, S1/2SW.

T29N, R03E, SEC. 31, NENW.

Montmorency County, Advertised Price \$191,584.15, 167.0 Acres, Aspen, Hardwood.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

#### Hunt Creek and Blue Lake Aspen (54-004-21)

T29N, R03E, SEC. 20; T29N, R03E, SEC. 29; T29N, R03E, SEC. 30; T29N, R03E, SEC. 31. Montmorency County (Advertised Price \$191,584.15)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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.

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	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Basswood	10.3	MBF	\$	52.00 / MBF
Beech	9.1	MBF	\$	46.00 / MBF
Mixed Aspen	296.9	MBF	\$	89.00 / MBF
Paper Birch	2.2	MBF	\$	30.00 / MBF
Red Maple	19.6	MBF	\$	48.00 / MBF
Red Oak	111.4	MBF	\$	160.00 / MBF
Sugar Maple	39.9	MBF	\$	258.00 / MBF
White Oak	2.4	MBF	\$	89.00 / MBF
Pulpwood				
Balsam Fir	80	Cords	\$	16.30 / Cord
Mixed Aspen	4,168	Cords	\$	24.10 / Cord
Mixed Hardwood	1,203	Cords	\$	18.90 / Cord
Mixed Oak	311	Cords	\$	32.75 / Cord
N. White Cedar	14	Cords	\$	13.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 4.07 percent. There are an estimated 6,766 cords on this timber sale, plus or minus 275 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 \$9,579.21 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	12.1%
02	17.0%
03	14.0%
04	9.9%
05	14.7%
06	15.9%
07	16.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2024.

#### **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 RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
534,497	6,766	4.07%	6,490	7,041

## **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 II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
44	59,975	759	9.93%	684	835
61	247,412	3,132	6.49%	2,929	3,335
80	161,143	2,040	7.31%	1,891	2,189
81	65,967	835	9.80%	753	917
TOTAL:	534,497	6,766		6,256	7,275

## **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.

01	21.4	1	21.4
81			
		3	22.1
80	49.2	2	27.1
		7	26.9
		6	26.1
61	77.2	5	24.2
44	19.2	4	19.2
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	42.2	MBF	21.4	\$23,104.65
	B. T. Aspen		17.0	MBF		
	Quaking Aspen		25.2	MBF		
	Red Maple		14.9	MBF		
	Red Oak		22.2	MBF		
	Balsam Fir	Pulpwood	44	Cords		
	Mixed Aspen		477	Cords		
	B. T. Aspen		199	Cords		
	Balsam Poplar		14	Cords		
	Quaking Aspen		264	Cords		
	Mixed Hardwood		105	Cords		
	Red Maple		93	Cords		
	Sugar Maple		12	Cords		
	Mixed Oak		27	Cords		
	Red Oak		27	Cords		
2	Mixed Aspen	Sawtimber	51.2	MBF	27.1	\$32,809.45
_	B. T. Aspen		51.2	MBF		Ψ02,000.40
	Red Maple		1.5	MBF		
	Red Oak		25.5	MBF		
	White Oak		1.3	MBF		
	Mixed Aspen	Pulpwood	851	Cords		
	B. T. Aspen	1 dipwood	690	Cords		
	Quaking Aspen		161	Cords		
	Mixed Hardwood		99	Cords		
			3	Cords		
	Paper Birch		_	1		
	Red Maple		88	Cords		
	Sugar Maple White Ash		7	Cords Cords		
			1	l		
	Mixed Oak		49	Cords		
	Red Oak		47	Cords		
	White Oak	•	2	Cords		*
3	Mixed Aspen	Sawtimber	41.7	MBF	22.1	\$26,750.30
	B. T. Aspen		41.7	MBF		
	Red Maple		1.2	MBF		
	Red Oak		20.7	MBF		
	White Oak		1.1	MBF		
	Mixed Aspen	Pulpwood	695	Cords		
	B. T. Aspen		564	Cords		
	Quaking Aspen		131	Cords		
	Mixed Hardwood		80	Cords		
	Paper Birch		2	Cords		
	Red Maple		72	Cords		
	Sugar Maple		5	Cords		
	White Ash		1	Cords		
	Mixed Oak		40	Cords		
	Red Oak		39	Cords		
	White Oak		1	Cords		
4	Mixed Aspen	Sawtimber	14.8	MBF	19.2	\$18,931.30
	B. T. Aspen		11.8	MBF		
	Quaking Aspen		3.0	MBF		
	Red Maple		2.0	MBF		
	Red Oak		5.7	MBF		
	Sugar Maple		4.n	INBF		
	Sugar Maple Balsam Fir	Pulpwood	4.6 36	MBF Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	B. T. Aspen	Pulpwood	351	Cords		
	Balsam Poplar		58	Cords		
	Quaking Aspen		135	Cords		
	Mixed Hardwood		74	Cords		
	Paper Birch		11	Cords		
	Red Maple		52	Cords		
	Sugar Maple		11	Cords		
	Mixed Oak		4	Cords		
	Red Oak		4	Cords		
	N. White Cedar		14	Cords		
	N. White Cedar	Sawtimber	5.4	MBF		
	N. White Cedar	Pulpwood	3	Cords		
5	Basswood	Sawtimber	3.2	MBF	24.2	\$28,231.
Ū	Beech	oawannoon	2.9	MBF		Ψ20,2011
	Mixed Aspen		46.1	MBF		
	B. T. Aspen		45.4	MBF		
	Quaking Aspen		0.7	MBF		
	Paper Birch		0.7	MBF		
	Red Oak		11.7	MBF		
	Sugar Maple		11.7	MBF		
		Dulpwood	502	l		
	Mixed Aspen	Pulpwood	474	Cords Cords		
	B. T. Aspen			1		
	Quaking Aspen		28	Cords		
	Mixed Hardwood		265	Cords		
A	American Elm		2	Cords		
	Basswood		66	Cords		
	Beech		21	Cords		
	Black Cherry		3	Cords		
	Ironwood		2	Cords		
	Paper Birch		2	Cords		
	Sugar Maple		167	Cords		
	White Ash		2	Cords		
	Mixed Oak		60	Cords		
	Red Oak		60	Cords		
6	Basswood	Sawtimber	3.5	MBF	26.1	\$30,427.
	Beech		3.1	MBF		
	Mixed Aspen		49.7	MBF		
	B. T. Aspen		49.0	MBF		
	Quaking Aspen		0.7	MBF		
	Paper Birch		0.7	MBF		
	Red Oak		12.6	MBF		
	Sugar Maple		11.9	MBF		
	Mixed Aspen	Pulpwood	541	Cords		
	B. T. Aspen		511	Cords		
	Quaking Aspen		30	Cords		
	Mixed Hardwood		286	Cords		
	American Elm		2	Cords		
	Basswood		71	Cords		
	Beech		23	Cords		
	Black Cherry		3	Cords		
	Ironwood		2	Cords		
	Paper Birch		2	Cords		
	Sugar Maple		181	Cords		
	White Ash		2	Cords		
				l		
	Mixed Oak		65	Cords	1	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Red Oak		65	Cords		
7	Basswood	Sawtimber	3.6	MBF	26.9	\$31,329.90
	Beech		3.1	MBF		
	Mixed Aspen		51.2	MBF		
	B. T. Aspen		50.5	MBF		
	Quaking Aspen		0.7	MBF		
	Paper Birch		0.8	MBF		
	Red Oak		13.0	MBF		
	Sugar Maple		12.3	MBF		
	Mixed Aspen	Pulpwood	558	Cords		
	B. T. Aspen		527	Cords		
	Quaking Aspen		31	Cords		
	Mixed Hardwood		294	Cords		
	American Elm		3	Cords		
	Basswood		74	Cords		
	Beech		24	Cords		
	Black Cherry		2	Cords		
	Ironwood		2	Cords		
	Paper Birch		2	Cords		
	Sugar Maple		186	Cords		
	White Ash		1	Cords		
	Mixed Oak		66	Cords		
	Red Oak		66	Cords		
		TOTAL:	491.8	MBF		
		TOTAL:	5,776	Cords		

## **Sale Specific Conditions & Requirements**

Sale Name: Hunt Creek and Blue Lake Aspen Sale Number: 54-004-21 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, red, and yellow paint. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior retention boundaries are marked with red paint; no harvesting activities may occur within these areas. Interior Payment Unit boundaries are marked with yellow paint, except for Payment Units 5-7 which use state forest roads as shown on the Timber Sale Map. 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) 1-7, cut all trees that are two (2) inches or more at DBH, except do not cut any white pine or red pine in Payment Units 1-4.

Note: See spec 5.2.4.4 - 'Dead and down creation' for instructions on orange marked trees.

## 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) greater than \$25,000 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

## 3.4.1 - Damaged timber (7/16)

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

#### 4 - Transportation

## 4.1 - Construction

## 4.1.3 - Slash and earthen piles (8/04)

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

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

Construction 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

## 4.2 - Maintenance

## 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

## 4.4.3 - Access gate (12/08)

The access gates must be locked at the completion of each day unless otherwise approved by the Unit Manager or oil and gas representative. Contact the well operating company or the Atlanta office to obtain a key.

## 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the following lessees 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Gas wells are located within or adjacent to Payment Units 1 and 3-7.

## Lambda Energy Resources LLC

12012 Wickchester Lane Houston, Texas 77079

Phone: 281-920-9595

Email: info@LambdaEnergyLLC.com)

## 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.

## 5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the powerline R.O.W. for operations. The powerline is located along the north sale boundary line of Payment Unit 1.

Presque Isle Electric and Gas Cooperative

Phone: 1-800-423-6634

Hours of Operation: Monday-Friday 8:00am-4:30pm)

## 5.2 - Conduct of Operations

#### 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 Payment Unit(s) 1-3 and 5-7, 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.

## 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 1-7 must be completed within 60 days of severing/cutting stem(s) to minimize damage to deciduous seedling regeneration. Any post-harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1-7, leave on-site all orange painted trees. These trees should be pushed over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over. If it is impractical to push the trees over, they may be cut or partially cut and pushed over. Whenever possible, the tree stem should remain suspended off the ground.

## 5.2.31 - Landing locations (9/13)

Landing locations are shown on the Timber Sale Map. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

## 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.

## 5.2.39 - ORV trail/route protection (4/18)

The Hunt Creek Motorcycle Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

## 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.

## 5.4.2 - Skid trails (2/04)

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

## 5.8 - 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

## 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Hunt Creek Motorcycle Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic

at both ends of the trail. provide these signs.	Signs must be removed when harvest operations are	e suspended or completed. The	e Purchaser will
tion Name: Sale Spe	cific	Current as of 2/17/2022	1:49:09PM



