

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7185

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on January 30, 2023.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

<u>CONTACT NAME:</u> Thomas Barnes <u>PHONE NUMBER:</u> (989) 348-6371

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

Staley Fire Tower Oak (72-030-22) / T26N, R03W, SEC. 14, SESE.

T26N, R03W, SEC. 23, NESE.

T26N, R03W, SEC. 23, NWNW, S1/2NW, N1/2NE, SENE, NWSW.

T26N, R03W, SEC. 24, N1/2NW, SWNW, NWSW.

T26N, R03W, SEC. 26, NWSW, S1/2SW.

Crawford County, Advertised Price \$65,367.85, 127.6 Acres, Aspen, Hardwood.

SALE NOTE: This timber sale contains areas with very steep slopes. A user created road between Payment Units 5 and 6 that is contributing to erosion in Staley Lake will need to be blocked to vehicular traffic upon completion of sale. Payment Units 2, 3, 5, and 6 have soft oak wilt restrictions. In addition, Payment Units 2-6 contain Kirtland's Warbler timing restrictions.

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

Staley Fire Tower Oak (72-030-22)

T26N, R03W, SEC. 14; T26N, R03W, SEC. 23; T26N, R03W, SEC. 24; T26N, R03W, SEC. 26. Crawford County (Advertised Price \$65,367.85)

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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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADVE</u>	RTISED PRICE
Sawtimber				
Mixed Oak	69.5	MBF	\$	137.00 / MBF
Red Pine	45.2	MBF	\$	117.00 / MBF
White Oak	56.4	MBF	\$	77.00 / MBF
White Pine	16.6	MBF	\$	75.00 / MBF
Pulpwood				
B. T. Aspen	384	Cords	\$	28.20 / Cord
Jack Pine	158	Cords	\$	18.80 / Cord
Misc. Species 1	14	Cords	\$	5.85 / Cord
Mixed Hardwood	128	Cords	\$	29.45 / Cord
Mixed Oak	724	Cords	\$	28.05 / Cord
Red Pine	141	Cords	\$	38.65 / Cord
White Pine	61	Cords	\$	25.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.72 percent. There are an estimated 2,049 cords on this timber sale, plus or minus 199 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 \$3,268.39 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	24.6%
02	7.3%
03	18.5%
04	5.6%
05	29.6%
06	14.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2025.

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		
161,887	2,049	9.72%	1,850	2,248		

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 F		PERCENT ERROR	MINIMUM	MAXIMUM		
1	24,426	309	15.76%	260	358	
2	2 9,935 126		40.38%	75	177	
8	9,538	121	44.41%	67	174	
11	22,748	288	18.57%	234	341	
13	13 53,053 672 17 42,188 534		15.35%	568	775	
17			22.39%	414	654	
TOTAL:	161,887	2,049		1,620	2,478	

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
1	29.8	3	29.8
2	8.6	2	8.6
8	7.9	4	7.9
11	22.0	6	22.0
13	35.7	5	35.7
17	23.6	1	23.6
TOTAL:	127.6		127.6

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Oak	Sawtimber	6.9	MBF	23.6	\$16,093.75
	BI/R/Hybrid Oak		6.9	MBF		
	Red Pine		1.7	MBF		
	White Oak		0.8	MBF		
	B. T. Aspen	Pulpwood	364	Cords		
	B. T. Aspen	•	28.8	MBF		
	B. T. Aspen	Pulpwood	306	Cords		
	Misc. Species 1		14	Cords		
	Mixed Hardwood		83	Cords		
	Black Cherry		1	Cords		
	Red Maple		82	Cords		
	Mixed Oak		72	Cords		
	BI/R/Hybrid Oak		58	Cords		
	White Oak		14	Cords		
			2	I		
	Red Pine	0 " 1		Cords	0.0	Φ4.740.46
2	Mixed Oak	Sawtimber	0.7	MBF	8.6	\$4,742.10
	BI/R/Hybrid Oak		0.7	MBF		
	Red Pine		14.2	MBF		
	White Oak		0.8	MBF		
	Jack Pine	Pulpwood	21	Cords		
	Jack Pine	Sawtimber	4.9	MBF		
	Jack Pine	Pulpwood	11	Cords		
	Mixed Oak		24	Cords		
	BI/R/Hybrid Oak		8	Cords		
	White Oak		16	Cords		
	Red Pine		48	Cords		
3	Mixed Oak	Sawtimber	40.5	MBF	29.8	\$12,076.35
	BI/R/Hybrid Oak		40.5	MBF		. ,
	Red Pine		4.2	MBF		
	White Oak		11.8	MBF		
	Jack Pine	Pulpwood	3	Cords		
	Jack Pine	i dipirood	3	Cords		
	Mixed Hardwood		8	Cords		
	Red Maple		8	Cords		
	Mixed Oak		160	Cords		
			85	Cords		
	BI/R/Hybrid Oak			I		
	White Oak		75	Cords		
	Red Pine	0 " 1	9	Cords	7.0	#0.004.5
4	Mixed Oak	Sawtimber	5.7	MBF	7.9	\$3,691.55
	Northern Pin Oak		5.7	MBF		
	Red Pine		3.5	MBF		
	White Oak		0.5	MBF		
	White Pine		4.3	MBF		
	Jack Pine	Pulpwood	42	Cords		
	Jack Pine	Sawtimber	9.9	MBF		
	Jack Pine	Pulpwood	22	Cords		
	Mixed Hardwood		6	Cords		
	Red Maple	Sawtimber	1.1	MBF		
	Red Maple	Pulpwood	4	Cords		
	Mixed Oak		29	Cords		
	Northern Pin Oak		17	Cords		
	White Oak		12	Cords		
				l		
	Red Pine		X	I Cords		
	Red Pine White Pine		8 2	Cords Cords		

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

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	BI/R/Hybrid Oak	Sawtimber	1.6	MBF		
	Red Pine		19.2	MBF		
	White Oak		28.5	MBF		
	White Pine		9.6	MBF		
	B. T. Aspen	Pulpwood	20	Cords		
	B. T. Aspen		20	Cords		
	Jack Pine		73	Cords		
	Jack Pine	Sawtimber	4.1	MBF		
	Jack Pine	Pulpwood	65	Cords		
	Mixed Hardwood	·	19	Cords		
	Paper Birch	Sawtimber	0.9	MBF		
	Paper Birch	Pulpwood	2	Cords		
	Red Maple	·	15	Cords		
	Mixed Oak		284	Cords		
	BI/R/Hybrid Oak		35	Cords		
	White Oak		249	Cords		
	Red Pine		60	Cords		
	White Pine		47	Cords		
6	Mixed Oak	Sawtimber	14.1	MBF	22.0	\$9,399.65
	Northern Pin Oak		14.1	MBF		
	Red Pine		2.4	MBF		
	White Oak		14.0	MBF		
	White Pine		2.7	MBF		
	Jack Pine	Pulpwood	19	Cords		
	Jack Pine		19	Cords		
	Mixed Hardwood		12	Cords		
	Red Maple		12	Cords		
	Mixed Oak		155	Cords		
	Northern Pin Oak		61	Cords		
	White Oak		94	Cords		
	Red Pine		14	Cords		
	White Pine		12	Cords		
		TOTAL:	187.7	MBF		
		TOTAL:	1,610	Cords		

Sale Specific Conditions & Requirements

Sale Name: Staley Fire Tower Oak

Sale Number: 72-030-22 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 red and yellow paint, or are unmarked and identified by roads or by sub-merchantable stands. Exterior sale boundary lines against state are marked with red paint except for the following: The northeast boundary of Payment Unit 2 and southeast boundary of Payment Unit 3 are unmarked and identified by the immature jack pine plantation labeled J3 on the Timber Sale Map. All of Payment Unit 4 is unmarked and identified by Staley Lake Road and immature jack pine plantation. Payment Unit 5 and 6 are unmarked along portions adjacent to the immature jack pine plantation labeled J3 on the Timber Sale Map. The Interior Payment Unit boundary between Payment Units 2 and 3 is marked with yellow 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. 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, 2, 4, 5, and 6, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. Special protection areas identified in accordance with condition 3.4.3, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 3, all trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with green paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.11 - Description of timber note (2/04)

Note that Misc. Species 1 = Dead oak.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 5 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

3.4.1 - 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 30% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged. Trees cut cleanly in skid trails and operation pathways will not be counted as 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

marked with green paint. 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.

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 with a red boundary line in Payment Unit 6 and are excluded from the sale area. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1000 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

4.1.6 - 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement. In addition, there is an illegal user created road between Payment Unit 5 and 6 that will need to be blocked upon completion of the sale. Along that road there is an eroding road that leads down to Staley Lake that will also need to be blocked to vehicular traffic.

4.1.11 - Permits (2/12)

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

5 - Operations

5.1 - Notification

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

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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) 2, 3, 5, and 6, 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.

5.2.4 - 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, leave one 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably a hardwood species such as oak or maple or if no hardwoods are present, a pine species (white or red). These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles.

5.2.29 - Shrub protection (1/20)

Reasonable care should be take to avoid cutting or damaging hawthorn or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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.

5.2.40 - Pathway protection (10/10)

The Shore to Shore Trail is a horse trail along Monty Ln and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not operate equipment along the trail during scheduled trail rides. The administrator will provide a minimum of two weeks notice of when scheduled trail rides are to occur.

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

5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th.

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 Staley Lake 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.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Shore to Shore Trail (Monty Ln) 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. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 1/3/2023 3:15:07PM



