

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7617

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 5, 2025.

LOCATION: NEWBERRY MGMT UNIT, 5666 S STATE HWY M 123, NEWBERRY, MI 49868.

<u>CONTACT NAME:</u> Keith Magnusson <u>PHONE NUMBER:</u> (906) 291-0120

PROSPECTUS NOTE: All sales on this Prospectus were "no bid" sales 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:

Witness Protection White Pine (42-022-23) / T48N, R10W, SEC. 31, NESW,N1/2SE. Luce County, Advertised Price \$2,869.15, 28.4 Acres, Spruce/Fir/Tamarack, White Pine.

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

Note that Payment Unit 3 is optional to harvest due to potential access issues. Removing this Payment Unit is a contract modification which requires a Timber Sale Contract Amendment.

The county must be contacted prior to constructing any access roads leading from the county road R-O-W. This applies to Payment Unit 3 and County Road 407.

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

Within Payment Unit(s) 1 - 3, harvesting is limited to periods of frozen conditions, typically from January to April, unless specified by sale administrators due to sensitive and wet soil conditions and/or the operability and creation of "ice roads" for the use of timber removal.

Access may be through private or other public land.

## TIMBER SALE INFORMATION

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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 | ED UNITS* | ADVE | RTISED PRICE |
|--------------------|----------|-----------|------|--------------|
| Sawtimber          |          |           |      |              |
| N. White Cedar     | 5.6      | MBF       | \$   | 2.00 / MBF   |
| Red Maple          | 1.1      | MBF       | \$   | 13.00 / MBF  |
| Pulpwood           |          |           |      |              |
| Balsam Fir         | 16       | Cords     | \$   | 3.90 / Cord  |
| Black Spruce       | 138      | Cords     | \$   | 2.70 / Cord  |
| Jack Pine          | 1        | Cords     | \$   | 14.05 / Cord |
| Mixed Aspen        | 25       | Cords     | \$   | 7.85 / Cord  |
| N. White Cedar     | 51       | Cords     | \$   | 2.70 / Cord  |
| Paper Birch        | 10       | Cords     | \$   | 1.20 / Cord  |
| Red Maple          | 45       | Cords     | \$   | 4.60 / Cord  |
| Red Pine           | 10       | Cords     | \$   | 25.50 / Cord |
| Tamarack           | 13       | Cords     | \$   | 4.30 / Cord  |
| White Pine         | 195      | Cords     | \$   | 7.85 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 43.93 percent. There are an estimated 518 cords on this timber sale, plus or minus 228 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 \$143.46 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                  | 27.6%                       |
| 02                  | 60.0%                       |
| 03                  | 12 4%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2029.

# **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 |
|        | 40,960           | 518         | 43.93%                     | 291     | 746     |

#### **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 |
| 103    | 6,579                        | 83  | 52.92%        | 39             | 127     |
| 105    | 34,381                       | 435 | 27.14%        | 317            | 553     |
| TOTAL: | 40,960                       | 518 |               | 356            | 681     |

#### **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: | 52.3      |    | 28.4     |
|--------|-----------|----|----------|
| 105    | 23.9      | 2  | 16.3     |
| 105    | 23.9      | 1  | 7.6      |
| 103    | 4.5       | 3  | 4.5      |
| VDU    | VDU ACRES | PU | PU ACRES |

# DESCRIPTION OF TIMBER BY PU (PU)

| PU | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1  | N. White Cedar | Sawtimber | 1.8      | MBF   | 7.6   | \$792.45        |
|    | Red Maple      |           | 0.4      | MBF   |       |                 |
|    | Balsam Fir     | Pulpwood  | 4        | Cords |       |                 |
|    | Black Spruce   |           | 27       | Cords |       |                 |
|    | Mixed Aspen    |           | 1        | Cords |       |                 |
|    | B. T. Aspen    |           | 1        | Cords |       |                 |
|    | N. White Cedar |           | 16       | Cords |       |                 |
|    | Paper Birch    |           | 3        | Cords |       |                 |
|    | Red Maple      |           | 14       | Cords |       |                 |
|    | Red Pine       |           | 3        | Cords |       |                 |
|    | Tamarack       |           | 3        | Cords |       |                 |
|    | White Pine     |           | 62       | Cords |       |                 |
| 2  | N. White Cedar | Sawtimber | 3.8      | MBF   | 16.3  | \$1,720.30      |
|    | Red Maple      |           | 0.7      | MBF   |       |                 |
|    | Balsam Fir     | Pulpwood  | 8        | Cords |       |                 |
|    | Black Spruce   |           | 59       | Cords |       |                 |
|    | Mixed Aspen    |           | 3        | Cords |       |                 |
|    | B. T. Aspen    |           | 3        | Cords |       |                 |
|    | N. White Cedar |           | 35       | Cords |       |                 |
|    | Paper Birch    |           | 7        | Cords |       |                 |
|    | Red Maple      |           | 31       | Cords |       |                 |
|    | Red Pine       |           | 7        | Cords |       |                 |
|    | Tamarack       |           | 5        | Cords |       |                 |
|    | White Pine     |           | 133      | Cords |       |                 |
| 3  | Balsam Fir     | Pulpwood  | 4        | Cords | 4.5   | \$356.40        |
|    | Black Spruce   |           | 52       | Cords |       |                 |
|    | Jack Pine      |           | 1        | Cords |       |                 |
|    | Mixed Aspen    |           | 21       | Cords |       |                 |
|    | Quaking Aspen  |           | 21       | Cords |       |                 |
|    | Tamarack       |           | 5        | Cords |       |                 |
|    |                | TOTAL:    | 6.7      | MBF   |       |                 |
|    |                | TOTAL:    | 504      | Cords |       |                 |

# **Sale Specific Conditions & Requirements**

Sale Name: Witness Protection White Pine Sale Number: 42-022-23 Seq#: 3

#### 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, or are unpainted and identified by a road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundary between Payment Units 1 and 2, which are unmarked and designated by a road. 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

# 2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine.

# 2.1.7 - Leave Tree Marked Unit(s) (6/14)

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint, above and below stump height, or any hemlock.

## 2.1.11 - Description of Timber Note (2/04)

Note that Payment Unit 3 is 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) 2, 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.

# 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 dispersed throughout the sale.

## 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.

# 4.3 - Public Right-of-Way

## 4.3.2 - County R-O-W (12/06)

The County must be contacted prior to constructing any access roads leading from the County Road R-O-W. This applies to Payment Unit 3 and County Road 407.

#### 4.4 - Access

# 4.4.1 - Private property access (3/11)

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

# 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

## 5 - Operations

# 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

## 5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are limited to periods of frozen conditions, (approximately January to April) unless specified by Sale Administrator. This restriction is due to sensitive and wet soil conditions and/or the operability and creation of "ice roads" for the use of timber removal.

# 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.

#### 5.4 - 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 are 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.

# 5.4.5 - Soil Caution (11/04)

Care must be taken to minimize soil damage due to the lowland soil types.

# 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 onsite evaluation and recommendation can be made, if necessary.

# 7 - Other Conditions

# 7.2 - Extensions

# 7.2.5 - Weather-Related Extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather-related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 5/9/2025 12:13:09PM

