

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7438</u>

<u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on June 11, 2024. <u>LOCATION:</u> GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

CONTACT NAME: Lucas Merrick PHONE NUMBER: (989) 732-3541

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

 <u>4 Ever Farm</u> (52-007-23) / T29N, R03W, SEC. 26, NW. T29N, R03W, SEC. 27, NE.
Otsego County, Advertised Price \$98,233.80, 96.4 Acres, Hardwood, White Pine.
SALE NOTE: This sale includes an oak wilt restriction (see Spec 5.2.3.4). In addition, the sale is near Class A roads.

TIMBER SALE INFORMATION

<u>4 Ever Farm (52-007-23)</u> T29N, R03W, SEC. 26; T29N, R03W, SEC. 27. Otsego County (Advertised Price \$98,233.80)

SALE NOTE: This sale includes an oak wilt restriction (see Spec 5.2.3.4). In addition, the sale is near Class A roads.

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	<u>ESTIMATE</u>	D UNITS*	ADVE	ERTISED PRICE
Sawtimber				
B. T. Aspen	45.3	MBF	\$	50.00 / MBF
Beech	10.8	MBF	\$	92.00 / MBF
Red Maple	80.8	MBF	\$	142.00 / MBF
Red Oak	98.9	MBF	\$	140.00 / MBF
Red Pine	47.1	MBF	\$	110.00 / MBF
Sugar Maple	94.3	MBF	\$	219.00 / MBF
White Pine	171.9	MBF	\$	47.00 / MBF
Pulpwood				
Mixed Aspen	395	Cords	\$	16.25 / Cord
Mixed Hardwood	810	Cords	\$	17.20 / Cord
Paper Birch	101	Cords	\$	10.80 / Cord
Red Oak	130	Cords	\$	32.95 / Cord
Red Pine	49	Cords	\$	39.45 / Cord
White Pine	314	Cords	\$	25.75 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.20 percent. There are an estimated 3,292 cords on this timber sale, plus or minus 270 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 \$4,911.69 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 b	e made before cutting begins in that unit:
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	14.8%
02	11.2%
03	20.8%
04	21.0%
05	32.2%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2026.

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	
260,045	3,292	8.20%	3,022	3,562	

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
9	44,259	560	15.10%	476	645
10	27,980	354	30.84%	245	463
21	107,655	1,363	14.40%	1,166	1,559
89	80,152	1,015	11.52%	898	1,131
TOTAL:	260,045	3,292		2,785	3,799

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
9	13.2	1	13.2
10	11.3	2	11.3
21	35.9	3	17.9
		4	18.0
89	36.0	5	36.0
TOTAL:	96.4		96.4

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	35.8	MBF	13.2	\$14,534.60
	Red Maple		1.8	MBF		
	Sugar Maple		25.6	MBF		
	Mixed Aspen	Pulpwood	252	Cords		
	B. T. Aspen	l	252	Cords		
	Mixed Hardwood		147	Cords		
	Black Cherry	Sawtimber	2.3	MBF		
	Black Cherry Black Cherry	Pulpwood	2.5	Cords		
	-	Fulpwood		Cords		
	Red Maple		60			
	<pre>>berry (Juneberry)</pre>		2	Cords		
	Sugar Maple		78	Cords		
	Paper Birch		24	Cords		
2	B. T. Aspen	Sawtimber	7.0	MBF	11.3	\$11,045.05
	Red Maple		7.5	MBF		
	Red Pine		23.9	MBF		
	Sugar Maple		10.6	MBF		
	White Pine		2.3	MBF		
	Mixed Aspen	Pulpwood	73	Cords		
	B. T. Aspen		73	Cords		
	Mixed Hardwood		92	Cords		
	Black Cherry		3	Cords		
	Red Maple		26	Cords		
	Sugar Maple		63	Cords		
	Paper Birch		19	Cords		
	Red Oak		7	Cords		
	Red Pine		34	Cords		
	White Pine		1	Cords		
3	B. T. Aspen	Sawtimber	1.2	MBF	17.9	\$20,421.00
	Beech		1.3	MBF		
	Red Maple		17.0	MBF		
	Red Oak		19.4	MBF		
	Red Pine		8.6	MBF		
	Sugar Maple		24.2	MBF		
	White Pine		66.4	MBF		
	Mixed Aspen	Pulpwood	10	Cords		
	B. T. Aspen		3	Cords		
	, Quaking Aspen		7	Cords		
	Mixed Hardwood		139	Cords		
	Beech		2	Cords		
	Ironwood		3	Cords		
	Red Maple		81	Cords		
	Sugar Maple		53	Cords		
	Paper Birch		25	Cords		
	Red Oak		10	Cords		
	Red Pine		5	Cords		
	White Pine		93	Cords		
4	B. T. Aspen	Sawtimber	1.3	MBF	18.0	\$20,634.75
	Beech		1.4	MBF		
			17.0	MBF		
	Red Maple		17.0			
			19.5	MBF		
	Red Maple					
	Red Maple Red Oak		19.5	MBF		
	Red Maple Red Oak Red Pine		19.5 8.7 24.4	MBF MBF MBF		
	Red Maple Red Oak Red Pine Sugar Maple White Pine	Pulpwood	19.5 8.7 24.4 66.7	MBF MBF MBF MBF		
	Red Maple Red Oak Red Pine Sugar Maple	Pulpwood	19.5 8.7 24.4	MBF MBF MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Quaking Aspen	Pulpwood	7	Cords		
	Mixed Hardwood		140	Cords		
	Beech		2	Cords		
	Ironwood		4	Cords		
	Red Maple		81	Cords		
	Sugar Maple		53	Cords		
	Paper Birch		26	Cords		
	Red Oak		11	Cords		
	Red Pine		6	Cords		
	White Pine		93	Cords		
5	Beech	Sawtimber	8.1	MBF	36.0	\$31,598.40
	Red Maple		37.5	MBF		
	Red Oak		60.0	MBF		
	Red Pine		5.9	MBF		
	Sugar Maple		9.5	MBF		
	White Pine		36.5	MBF		
	Mixed Aspen	Pulpwood	49	Cords		
	B. T. Aspen		43	Cords		
	Quaking Aspen		6	Cords		
	Mixed Hardwood		292	Cords		
	Beech		34	Cords		
	Ironwood		3	Cords		
	Red Maple		204	Cords		
	Sugar Maple		51	Cords		
	Paper Birch		7	Cords		
	Red Oak		102	Cords		
	Red Pine		4	Cords		
	White Pine		127	Cords		
		TOTAL:	549.1	MBF		
		TOTAL:	1,799	Cords		

Sale Specific Conditions & Requirements

Sale Name: 4 Ever Farm

Sale Number: 52-007-23 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, red, yellow and green paint. 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. Retention patches are marked with green paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber. 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, with the following exceptions:

- Within Payment Unit 1, do not cut unmerchantable sugar maple or any white oak.

- Within Payment Unit 2, do not cut unmerchantable sugar maple.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

Wildlife trees identified in accordance with condition 5.2.4.7, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit(s) 4 & 5 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. If market conditions limit the practicality of chipping, chipping is not required if the following conditions are met:

-Trees must be cut to a 4-inch top or smaller.

-Sub-merchantable trees, and hardwood limbs 4-inches or greater where they attach to the stem, are to be cut/reduced to 4-foot lengths.

-Slash must be evenly dispersed throughout the Sale Area, and not be more than 2 feet high.

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) 4 & 5 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

3 - Payments

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 sugar maple seedlings and saplings within Payment Unit(s) 1 & 2.

If more than 30% of the sugar maple 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 \$200.00 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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 \$300.00 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 dispersed throughout the sale.

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 will only be allowed.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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.

5 - Operations

5.1 - Notification

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5.1.1 - Pre-sale conference (10/16)
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A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. 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 gas or pipeline company and MISS DIG 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

Note that: This specification does not apply to Payment Unit(s) 4 & 5, See Specification 2.2.2 for more information.

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.

Note that: This specification does not apply to Payment Unit(s) 4 & 5.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-5, 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. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Unit(s) 1-3 must be completed before significant tree sprouting occurs as to minimize damage to the new regeneration. 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

5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over orange painted trees in Payment Unit(s) 1 & 2. These trees should be tipped 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.

5.2.29 - Shrub protection (1/20)

In Payment Unit(s) 1-3 do not cut or damage hawthorn, witch-hazel, dogwood 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.

5.2.38 - 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.

5.8 - 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 Marlette Road, and any other roads involved in

removing timber products (County or State Forest Roads) 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.

