



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7428**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 16, 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: 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:

Kneeland Mix (42-014-23) / T45N, R08W, SEC. 25, N1/2NW,SWNW,NWSW.
T45N, R08W, SEC. 26, NE,N1/2SE.

Luce County, Advertised Price \$14,875.65, 109.7 Acres, Hardwood, Spruce/Fir/Tamarack.

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

An evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

Road maintenance is required on this sale. See Sale Spec 4.2.3 for details.

Within Payment Units 1-7, harvesting is limited to the period of December 1 to April 1 because of the deer wintering complex.

Access may be through private or other public land.

TIMBER SALE INFORMATION

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T45N, R08W, SEC. 25; T45N, R08W, SEC. 26.

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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 & SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber | | |
| Red Maple | 28.5 MBF | \$ 45.00 / MBF |
| Yellow Birch | 7.0 MBF | \$ 56.00 / MBF |
| Pulpwood | | |
| Balsam Fir | 115 Cords | \$ 6.65 / Cord |
| Mixed Hardwood | 1,381 Cords | \$ 7.30 / Cord |
| Mixed Spruce | 285 Cords | \$ 4.50 / Cord |
| Paper Birch | 11 Cords | \$ 2.45 / Cord |
| Quaking Aspen | 50 Cords | \$ 15.65 / Cord |
| White Pine | 19 Cords | \$ 13.85 / Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 11.30 percent. There are an estimated 1,988 cords on this timber sale, plus or minus 225 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 \$743.78 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 | 22.8% |
| 02 | 9.7% |
| 03 | 38.9% |
| 04 | 14.5% |
| 05 | 5.0% |
| 06 | 7.3% |
| 07 | 1.8% |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2027.

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 |
| 157,031 | 1,988 | 11.30% | 1,763 | 2,213 |

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 |
| 40 | 88,008 | 1,114 | 12.56% | 974 | 1,254 |
| 42 | 12,264 | 155 | 64.12% | 56 | 255 |
| 44 | 56,759 | 718 | 12.13% | 631 | 806 |
| TOTAL: | 157,031 | 1,988 | | 1,661 | 2,314 |

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 |
|---------------|--------------|----|--------------|
| 40 | 78.5 | 1 | 33.4 |
| | | 2 | 14.2 |
| | | 4 | 21.0 |
| | | 5 | 7.3 |
| | | 7 | 2.6 |
| 42 | 6.0 | 6 | 6.0 |
| 44 | 25.2 | 3 | 25.2 |
| TOTAL: | 109.7 | | 109.7 |

DESCRIPTION OF TIMBER BY PU (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|---------------------|------------------|----------|--------------|-------|-----------------|
| 1 | Red Maple | Sawtimber | 4.4 | MBF | 33.4 | \$3,387.50 |
| | Yellow Birch | | 1.4 | MBF | | |
| | Balsam Fir | Pulpwood | 33 | Cords | | |
| | Mixed Hardwood | | 325 | Cords | | |
| | <i>Ironwood</i> | | 1 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 306 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 18 | <i>Cords</i> | | |
| | Mixed Spruce | | 72 | Cords | | |
| | <i>Black Spruce</i> | | 10 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 62 | <i>Cords</i> | | |
| | Paper Birch | | 3 | Cords | | |
| | <i>Paper Birch</i> | <i>Sawtimber</i> | 0.3 | <i>MBF</i> | | |
| | <i>Paper Birch</i> | <i>Pulpwood</i> | 2 | <i>Cords</i> | | |
| | Quaking Aspen | | 12 | Cords | | |
| 2 | Red Maple | Sawtimber | 1.9 | MBF | 14.2 | \$1,439.80 |
| | Yellow Birch | | 0.6 | MBF | | |
| | Balsam Fir | Pulpwood | 14 | Cords | | |
| | Mixed Hardwood | | 138 | Cords | | |
| | <i>Red Maple</i> | | 130 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 8 | <i>Cords</i> | | |
| | Mixed Spruce | | 31 | Cords | | |
| | <i>Black Spruce</i> | | 4 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 27 | <i>Cords</i> | | |
| | Paper Birch | | 1 | Cords | | |
| | <i>Paper Birch</i> | <i>Sawtimber</i> | 0.1 | <i>MBF</i> | | |
| | <i>Paper Birch</i> | <i>Pulpwood</i> | 1 | <i>Cords</i> | | |
| | Quaking Aspen | | 5 | Cords | | |
| | | | | | | |
| 3 | Red Maple | Sawtimber | 18.1 | MBF | 25.2 | \$5,802.50 |
| | Yellow Birch | | 3.7 | MBF | | |
| | Balsam Fir | Pulpwood | 29 | Cords | | |
| | Mixed Hardwood | | 561 | Cords | | |
| | <i>Sugar Maple</i> | <i>Sawtimber</i> | 0.6 | <i>MBF</i> | | |
| | <i>Red Maple</i> | <i>Pulpwood</i> | 439 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 80 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 41 | <i>Cords</i> | | |
| | Mixed Spruce | | 51 | Cords | | |
| | <i>White Spruce</i> | | 51 | <i>Cords</i> | | |
| | White Pine | | 19 | Cords | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| 4 | Red Maple | Sawtimber | 2.8 | MBF | 21.0 | \$2,154.50 |
| | Yellow Birch | | 0.9 | MBF | | |
| | Balsam Fir | Pulpwood | 21 | Cords | | |
| | Mixed Hardwood | | 206 | Cords | | |
| | <i>Ironwood</i> | | 1 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 193 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 12 | <i>Cords</i> | | |
| | Mixed Spruce | | 46 | Cords | | |
| | <i>Black Spruce</i> | | 6 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 40 | <i>Cords</i> | | |
| | Paper Birch | | 1 | Cords | | |
| | <i>Paper Birch</i> | <i>Sawtimber</i> | 0.2 | <i>MBF</i> | | |
| | <i>Paper Birch</i> | <i>Pulpwood</i> | 1 | <i>Cords</i> | | |
| | Quaking Aspen | | 8 | Cords | | |
| 5 | Red Maple | Sawtimber | 1.0 | MBF | 7.3 | \$745.60 |
| | Yellow Birch | | 0.3 | MBF | | |
| | Balsam Fir | Pulpwood | 7 | Cords | | |

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

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|---------------|---------------------|-----------|----------|--------------|-------|-----------------|
| 5 con't | Mixed Hardwood | Pulpwood | 71 | Cords | | |
| | <i>Red Maple</i> | | 67 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 4 | <i>Cords</i> | | |
| | Mixed Spruce | | 16 | Cords | | |
| | <i>Black Spruce</i> | | 2 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 14 | <i>Cords</i> | | |
| | Quaking Aspen | | 3 | Cords | | |
| 6 | Balsam Fir | Pulpwood | 8 | Cords | 6.0 | \$1,081.55 |
| | Mixed Hardwood | | 55 | Cords | | |
| | <i>Red Maple</i> | | 49 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 6 | <i>Cords</i> | | |
| | Mixed Spruce | | 63 | Cords | | |
| | <i>Black Spruce</i> | | 25 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 38 | <i>Cords</i> | | |
| | Paper Birch | | 6 | Cords | | |
| | <i>Paper Birch</i> | | 6 | <i>Cords</i> | | |
| Quaking Aspen | 21 | Cords | | | | |
| 7 | Red Maple | Sawtimber | 0.3 | MBF | 2.6 | \$264.20 |
| | Yellow Birch | | 0.1 | MBF | | |
| | Balsam Fir | Pulpwood | 3 | Cords | | |
| | Mixed Hardwood | | 25 | Cords | | |
| | <i>Red Maple</i> | | 24 | <i>Cords</i> | | |
| | <i>Yellow Birch</i> | | 1 | <i>Cords</i> | | |
| | Mixed Spruce | | 6 | Cords | | |
| | <i>Black Spruce</i> | | 1 | <i>Cords</i> | | |
| | <i>White Spruce</i> | | 5 | <i>Cords</i> | | |
| | Quaking Aspen | | 1 | Cords | | |
| TOTAL: | | | 35.5 | MBF | | |
| TOTAL: | | | 1,861 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Kneeland Mix

Sale Number: 42-014-23 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 red and yellow 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 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. 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) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white pine, hemlock, or cedar.

2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, 2, 4, 5, & 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all balsam fir, aspen, and spruce, where present.

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 3, all hardwoods, balsam fir, and spruce trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. In addition, cut all white pine unless marked with a ring of green paint.

2.1.11 - Description of timber note (2/04)

Note that an evaluation of a nearby stick nest will need to be done prior to starting operations in Payment Unit 7. If the nest is found to be active, Payment Unit 7 will be removed from the contract and no damages will be assessed.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-7, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 3, 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

4.1.6 - 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 double earthen berms at strategic locations. 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.

4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

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) 1-7, 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 the deer wintering complex.

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 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

5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 Kneeland Bigelow Road prior to beginning operations. The road must be posted at appropriate distances along the road 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.

**TIMBER SALE MAP**

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

| Sale Number | Year |
|-------------|------|
| 42-014 | 23 |

| Forest Management Unit | County | Mapped By | Date | Page | of |
|------------------------|--------|--------------|-----------|------|----|
| Newberry | Luce | L. Livermore | 3/13/2022 | 1 | 1 |

| Township | Range | Section(s) and Subdivision(s) | Scale |
|----------|-------|---|----------|
| 45N | 08W | Section 25: N½NW, SWNW, NWSW Section 26: NE, N½SE | 1:15,840 |

Cover Type

| | | | |
|-------------------|----------------------|-------------------------|-------------------|
| A = Aspen | H = Hemlock | N = Marsh | U = Upland Brush |
| B = Paper Birch | J = Jack Pine | O = Oak | UM = Upland Mixed |
| C = Cedar | L = Lowland Brush | P = Lowland Poplar | V = Bog or Marsh |
| D = Treed Bog | LM = Lowland Mixed | Q = Mixed Swamp Conifer | W = White Pine |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | R = Red Pine | X = Non Stocked |
| F = Spruce Fir | MC = Mixed Conifer | S = Black Spruce | Z = Water |
| G = Grass | MD = Mixed Deciduous | T = Tamarack | |

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 |

