



St. Louis County September 30, 2020 Timber Auction

Tract #: 16

V20-571918

Sale Administrator: John Muhich

Virginia Area

Total Appraised: \$27,982.17

Twp. 57N Rge. 19W Sec. 18

C19200084

Down Payment Required: \$4,197.33

Total Acres: 99.2

Expires: 4/15/2023

Blocks: 3

Species	Sticks	Dia.	Cords/ac
Aspen	5.4	11.0	12.7
Balsam Fir	3.8	9.7	2.8
Spruce-Black	5.2	8.5	1.5
Birch	3.9	8.6	1.0
Balm Of Gilead	3.5	9.4	0.5
Spruce-White	5.3	13.5	0.3

Comments:

-Balsam fir and white and black spruce may be left on site and will not be charged for if it is not utilized. The unutilized wood from these species will remain standing or be felled and piled, scattered or skidded as determined by the Sale Administrator.

-The purchaser has the option to purchase this sale as advertised or to purchase all species as Sold On Appraised Volume (SOAV).

-Harvesting the residual tops or whole tree chipping will not be allowed if this sale is purchased as a scaled option.

-A minimum of \$1000 of the downpayment will be retained and held until satisfactory completion of the contract.

Access:

Lock private and County gates at all times when not in use (see harvest provisions).

Operational Periods:

Access to Blocks 1 and 2 is through private ownership on an existing winter road. This restricts the operational period to winter.

Block	Operational Periods
1, 2 & 3	Frozen ground

SOAV	Product	No Bid	Total Volume	Appraised Value	Total Value
Total For All Blocks					
	Aspen pulp & bolts		1279 Cords @	\$17.67 =	\$22,599.93
	Balm Of Gilead pulp & bolts		56 Cords @	\$16.98 =	\$950.88
	Balsam Fir pulpwood	X	293 Cords @	\$5.00 =	\$1,465.00
	Birch pulpwood	X	103 Cords @	\$5.04 =	\$519.12
	Norway Pine pulp & bolts		3 Cords @	\$29.92 =	\$89.76
	Black Spruce pulp & bolts	X	138 Cords @	\$13.93 =	\$1,922.34
	White Spruce pulp & bolts	X	29 Cords @	\$11.56 =	\$335.24
	Tamarack pulp & bolts	X	30 Cords @	\$3.33 =	\$99.90
Total Appraised Value:					\$27,982.17

Volume Per Block	Block 1	Block 2	Block 3
Aspen pulp & bolts	453	659	167
Balm Of Gilead pulp & bolts	25	3	28
Balsam Fir pulpwood	180	112	1
Birch pulpwood	20	45	38
Norway Pine pulp & bolts	3		
Black Spruce pulp & bolts	138		
White Spruce pulp & bolts	21	3	5
Tamarack pulp & bolts	30		

Timber Sale Block Summary Report for*

C19200084

Sale Total

Item	Volume	Units	Unit Price	Total Value
Aspen Pulp & Bolts	1279	Cds	\$17.67	\$22,599.93
Balm Of Gilead Pulp & Bolts	56	Cds	\$16.98	\$950.88
Balsam Fir Pulpwood	293	Cds	\$5.00	\$1,465.00
Birch Pulpwood	103	Cds	\$5.04	\$519.12
Pine-Norway Pulp & Bolts	3	Cds	\$29.92	\$89.76
Spruce-Black Pulp & Bolts	138	Cds	\$13.93	\$1,922.34
Spruce-White Pulp & Bolts	29	Cds	\$11.56	\$335.24
Tamarack Pulp & Bolts	30	Cds	\$3.33	\$99.90
Total Sale Value				\$27,982.17

Block 1

Item	Volume	Units	Unit Price	Total Value
Aspen Pulp & Bolts	453.00	Cds	\$17.67	\$8,004.51
Balm Of Gilead Pulp & Bolts	25.00	Cds	\$16.98	\$424.50
Balsam Fir Pulpwood	180.00	Cds	\$5.00	\$900.00
Birch Pulpwood	20.00	Cds	\$5.04	\$100.80
Pine-Norway Pulp & Bolts	3.00	Cds	\$29.92	\$89.76
Spruce-Black Pulp & Bolts	138.00	Cds	\$13.93	\$1,922.34
Spruce-White Pulp & Bolts	21.00	Cds	\$11.56	\$242.76
Tamarack Pulp & Bolts	30.00	Cds	\$3.33	\$99.90
Block 1				\$11,784.57

Block 2

Item	Volume	Units	Unit Price	Total Value
Aspen Pulp & Bolts	659.00	Cds	\$17.67	\$11,644.53
Balm Of Gilead Pulp & Bolts	3.00	Cds	\$16.98	\$50.94
Balsam Fir Pulpwood	112.00	Cds	\$5.00	\$560.00
Birch Pulpwood	45.00	Cds	\$5.04	\$226.80
Spruce-White Pulp & Bolts	3.00	Cds	\$11.56	\$34.68
Block 2				\$12,516.95

*Appraised Values

Block 3

Item	Volume	Units	Unit Price	Total Value
Aspen Pulp & Bolts	167.00	Cds	\$17.67	\$2,950.89
Balm Of Gilead Pulp & Bolts	28.00	Cds	\$16.98	\$475.44
Balsam Fir Pulpwood	1.00	Cds	\$5.00	\$5.00
Birch Pulpwood	38.00	Cds	\$5.04	\$191.52
Spruce-White Pulp & Bolts	5.00	Cds	\$11.56	\$57.80
			Block 3	\$3,680.65

*Appraised Values

Exhibit B2. Harvest Provisions

Sale Name: V20-571918

1. Access, Landings and Skid Trails

1.1. Location

- 1.1.3 Access to the harvest area must use the roads as depicted on the sale map.
- 1.1.9 If landing in a wetland, all slash generated from upland areas must be moved back to an upland area.

1.2. Specifications

- 1.2.10 Private and County Gates must be closed and locked at all times when not in use.
- 1.2.11 The stream crossings must be removed to the satisfaction of the Seller.
- 1.2.21 A maximum of two stream crossings are allowed.
- 1.2.25 Ice bridge crossings must meet the DNR guidelines.

2. Slash

- 2.0.2 All residue (tops, limbs and undersized) must be utilized or spread as evenly as possible over the harvest area and is to be scattered and lopped or compressed so that it lies within 3 feet of the ground. See the Timber Utilization Section for additional residual utilization requirements.
- 2.0.4 Slash and other debris must be immediately removed from stream courses, non-forested wetlands, private land, and pipeline right of ways.

3. Harvest Practices

- 3.0.6 Harvesting and Skidding are restricted to harvest areas designated as CLEARCUT or CCT on the map, which means cutting of all harvest species 2 inch diameter and larger, except for Marked Timber in Block 1.
- 3.0.8 Harvesting and Skidding are restricted to harvest areas designated as MARKED TIMBER or MKD on the map, which means cutting is restricted to the harvest trees marked with yellow paint and any other sold species.
- 3.0.12 Additional pine may be marked for removal, by the Seller, to facilitate roading and landing or to achieve the desired spacing of reserved trees.
- 3.0.14 Orange painted block line trees may be cut with the Sellers permission.
- 3.0.17 Black spruce five feet and taller are to be felled.
- 3.0.24 Pine roundwood and slash greater than 3 inches in diameter must be burned, debarked, chipped, or removed to an approved location within 3 weeks of their creation between March 10 and April 15.

Operations may be halted or modified if unacceptable damage due to bark slippage, root damage due to soil conditions or bark beetles infestations occurs.

- 3.0.27 All tops and limbs from black spruce types must be evenly spread back onto the black spruce types.

Exhibit B2. Harvest Provisions

Sale Name: V20-571918

4. Reserves

4.0.2 The Purchaser will be charged for reserve trees damaged in harvest operations (see 4.0.3 for species reserved on this sale), if the damage was deemed avoidable. The charge will be \$50 per tree for Norway Pine. Damaged trees remain the property of the Seller.

4.0.3 Reserve Ash, Red Maple and unmarked Norway Pine. Also reserve Balsam Fir less than one stick in clumps.

4.0.4 Reserve snags.

5. Operational Periods

5.1. Harvest and Skidding

5.1.2 Harvest and Skidding must occur during FROZEN GROUND conditions, which is when the ground is frozen enough to handle equipment operation without damage to the soils.

7. Other

7.0.2 A minimum of \$1000 of the downpayment will be retained and will be held until satisfactory completion of the contract.

7.0.4 Balsam fir and white and black spruce may be left on site and will not be charged for if it is not utilized. The unutilized wood from these species will remain standing or be felled and piled, scattered or skidded as determined by the Sale Administrator.

7.0.5 Harvesting the residual tops or whole tree chipping/grinding will not be allowed if the sale is purchased as a scaled option.



V20-571918 3rd gr

PERMIT

Permit Number	144-18-2398
Permit Date	5-27-2020
Permit Expiration Date	5-27-2025

County St. Louis	DNR Division: Forestry	Region NE	Area 234
Permittee's Name St. Louis County Land Department			Currently a Gated Access? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Telephone Number: 218-742-9898	Address (No & Street, RFD, Box, City State, Zip Code) 7820 Hwy 135, Virginia, MN 55792		
Driver's License or Federal Tax ID (not required for governmental entities):			

Permit Purpose (Check all that apply):

- Using Temporarily Closed State Forest Road/Trail/Route (attach Exhibit A) Extension of previous permit

- State Forest Road Use: Each day between the hours of _____ and _____, during the period _____ to _____ (dates), you have permission to use _____ State Forest Road/Trail for

- Accessing Private Land; Livelihood; Trapping; Other (describe):
 Wetland Crossing Exemption for OHV's (attach Exhibit B)
 Resource Management Access (attach Exhibit C, and complete this section):

Maximum Road Width: 20'	Permit Purpose: Timber Harvest Access	Access Permitted: <input type="checkbox"/> Summer Only <input checked="" type="checkbox"/> Winter Only <input type="checkbox"/> All Year
Gate Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Reciprocal Access Agreement in effect? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Access will be: <input checked="" type="checkbox"/> Rehabilitated <input checked="" type="checkbox"/> Left intact at permit expiration

Legal descriptions of the premises, conditions and terms covered by this Permit are listed and depicted in attached Exhibits (check all that are attached):

- A B C D (Map) E (Legal descriptions)

Check one:

- In consideration of the sum of \$ 30.00 (timber damage and/or permit fee), payment of which is hereby acknowledged:
 In consideration of the sum of \$ _____ (timber damage) and pursuant to a Reciprocal Access Agreement between MN DNR and the above listed Permittee:

Check one:

- You are authorized under the provisions of Minnesota Statutes 89.17, 89.22 and other applicable law to use the above described access route across state lands described in Exhibit A up to _____ times per year.
 You are authorized under the provisions of Minnesota Statutes 89.17, 89.22 and other applicable law to use the above described access route across state lands described in Exhibit B to perform resource management activities.
 You are authorized under the provisions of Minnesota Statutes 89.17, 89.22 and other applicable law to use or build a temporary access road across state lands described in Exhibit C to perform resource management activities.
 Natural Heritage & Old Growth databases have been consulted, and no conflicts with this permit have been found.

This permit is issued subject to all state and federal laws and the permit terms stated herein.

Signature of Permittee <i>D. P. Skunk</i>	Date 6-9-2020	Area Forest Supervisor Signature, Phone # <i>[Signature]</i> 218-262-8023	Date 5-27-2020
Signature of Assignee (if transferred)	Date	Signature of Permittee (when transferred)	Date

THIS PERMIT MUST BE IN YOUR POSSESSION WHEN ON STATE LAND

RESOURCE MANAGEMENT ACCESS

Exhibit C

For the purposes of this section, Permittee includes the holder's heirs, assigns, agents, employees, and contractors. Permittee is authorized to build a temporary access road across state lands to perform resource management activities only.

1. Location: This permit covers a right-of-way 0.05 miles in length, 20 feet in width, or an area containing approximately 0.14 acres, and is located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the attached permit map (Exhibit D), which is made a part hereof. Permit is valid only for the route shown on the attached map. Use of motor vehicles on roads, routes trails, or other lands not delineated on the attached map is strictly prohibited and is considered a violation of this permit.
2. Terms: This permit is not valid unless numbered, dated and signed by all parties. It expires on the expiration date shown, whenever the use of the resource management access is completed, upon mutual agreement, or upon violation of any of its terms and conditions, whichever comes first. It may be extended for one additional period, of up to three years, if the resource management project is not completed, by requesting an extension and paying additional fees. It is not transferable. It does not grant the right to use the access to the exclusion of others. It does not relieve Permittee of any obligations imposed by law. This permit is subject to all existing easements and valid rights.
3. Permittee's Rights: This permit gives the Permittee the right to construct, reconstruct, maintain and/or use an existing road or route crossing state land in accordance with road location and construction guidelines approved by the Area Forest Supervisor. All construction and use shall conform to the standards set in the *Water Quality in Forest Management Best Management Practices in Minnesota Handbook, Site Level Guidelines and Invasive Species Guidelines*. The Permittee agrees to obtain permits from applicable permitting authorities before doing any work in wetland and public waters.
4. Suspension/Cancellation: The Area Forest Supervisor, acting for the Commissioner of Natural Resources, may suspend or cancel all operation as allowed by this permit when in his/her judgment the permit conditions have not been complied with. Any use of the resource management access during suspension or cancellation shall be deemed to be trespass. No refund of permit payment shall be made in the event of suspension or cancellation of the permit.
12. Maintenance: All maintenance work planned by the Permittee on the road or route, including timber or brush removal, must be approved by the Area Forest Supervisor prior to the start of any work. Permittee shall carry out maintenance at his/her own expense. All maintenance work performed on the road or route shall conform to the standards set in the *Water Quality in Forest Management Best Management Practices in Minnesota Handbook, Site Level Guidelines and Invasive Species Guidelines*. Permittee shall keep and leave the premises in a neat, clean and safe condition and shall dispose of all pollutants, contaminants, solid waste, hazardous waste and other materials in a lawful manner. The Permittee shall prevent pollutions of the premises and adjacent state lands and natural resources. None of the materials listed above shall be stored, used or disposed of on the premises except that gasoline, diesel, and other fuels may be stored for short periods in an approved container or tank while the Permittee is constructing or using the access road. Permittee shall comply with all federal, state or local laws concerning the storage, use and disposal of the materials listed above. Permittee shall be responsible for any damages to natural resources or adjacent state land caused by the Permittee.
5. Expiration/Abandonment: Permittee shall, on the expiration date or the last day of Permittee's use, if earlier, except as otherwise provided in this permit, remove all improvements from the premises or any other property placed thereon and shall restore the site to a condition satisfactory to the Area Forest Supervisor. If the Permittee fails to remove any improvements and property after 30 days from the expiration date or last day of use, it shall be deemed abandoned and become the property of the State to dispose of in accordance with the provisions of law. The State may restore the area and the Permittee shall pay all costs.
6. Liability:
 - a. **Permittees that are Units of Government.** Permittee and the State agree that each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for acts and omissions of the other party and results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, M.S. Sec. 3.736, and other applicable law; a Local Unit of Government's liability shall be governed by the Municipal Tort Claims Act, M.S. Ch. 466, and other applicable law. The federal government's liability shall be governed by the Federal Tort claims Act, 28 USCS sec. 1346 (b) and other applicable law.
 - b. **Permittees that are not Units of Government.** This permit shall not be construed as imposing any liability on the state for injury or damage to the person or property of the Permittee or to any other persons arising out of any use of this access, or under any other easement, right of way, license, lease or other encumbrances now in effect. The Permittee shall indemnify and hold harmless the state from all claims arising out of the use of the access whether such claims are asserted by civil action or otherwise.
13. Public Recreational Use: The Permittee agrees and understands that this Permit does not grant an exclusive right to the Premises and that the public lands authorized for use under the permit shall be open to public recreational uses, as defined in M.S. Sec. 87.021, not inconsistent with the purposes of this permit.
14. Grantor's Use: The State may use the roads without cost for all purposes deemed necessary or desirable in connection with the protection and administration of the lands or resources of the State, provided that it will use the road for commercial hauling purposes, other than the removal of timber in construction or maintenance of the road or other occasional incidental use, only after arranging to pay or perform its pro rata share of road maintenance.
15. Repair: Permittee shall repair fully any damage to the State's roads, trails or other property caused by exercising privileges under this permit.

LEGAL DESCRIPTIONS and PERMIT FEE CALCULATIONS
Exhibit E

Permit is valid for access across the lands described below only (\$30.00 per 40 crossed).

*County	*Legal Description Section/Township/Range	*Forty/Lot	*Land Status (select)	*Timber Damages (\$)	*Permit Fee (\$)	*Total Amount (\$)	Reciprocal Payment	Remarks
69	18-57-19	NESE	09-School Trust					
Totals by Land Status								
Totals by Land Status								

Timber Damages & Permit Fee

(If more legal descriptions are needed, attach a separate sheet) *=required field

Total Permit Cost \$ _____

This permit is issued under a Reciprocal Access Agreement.

Directions:

- List legal descriptions of state land crossed by the Resource Management Access Permit.
- Click on land status cell for dropdown to select appropriate land status for each forty, or enter another land status if not listed.
- Enter timber damages and permit fee and total for each forty. If the permit crosses more than one land status (trust, acquired, etc), list each land status consecutively. Total damages and fees for each land status separately at the bottom of the form, then add together to calculated total permit cost.
- Have the permittee write a check for the permit cost and timber damages.
- Give a copy of the signed permit and exhibits to the Permittee.

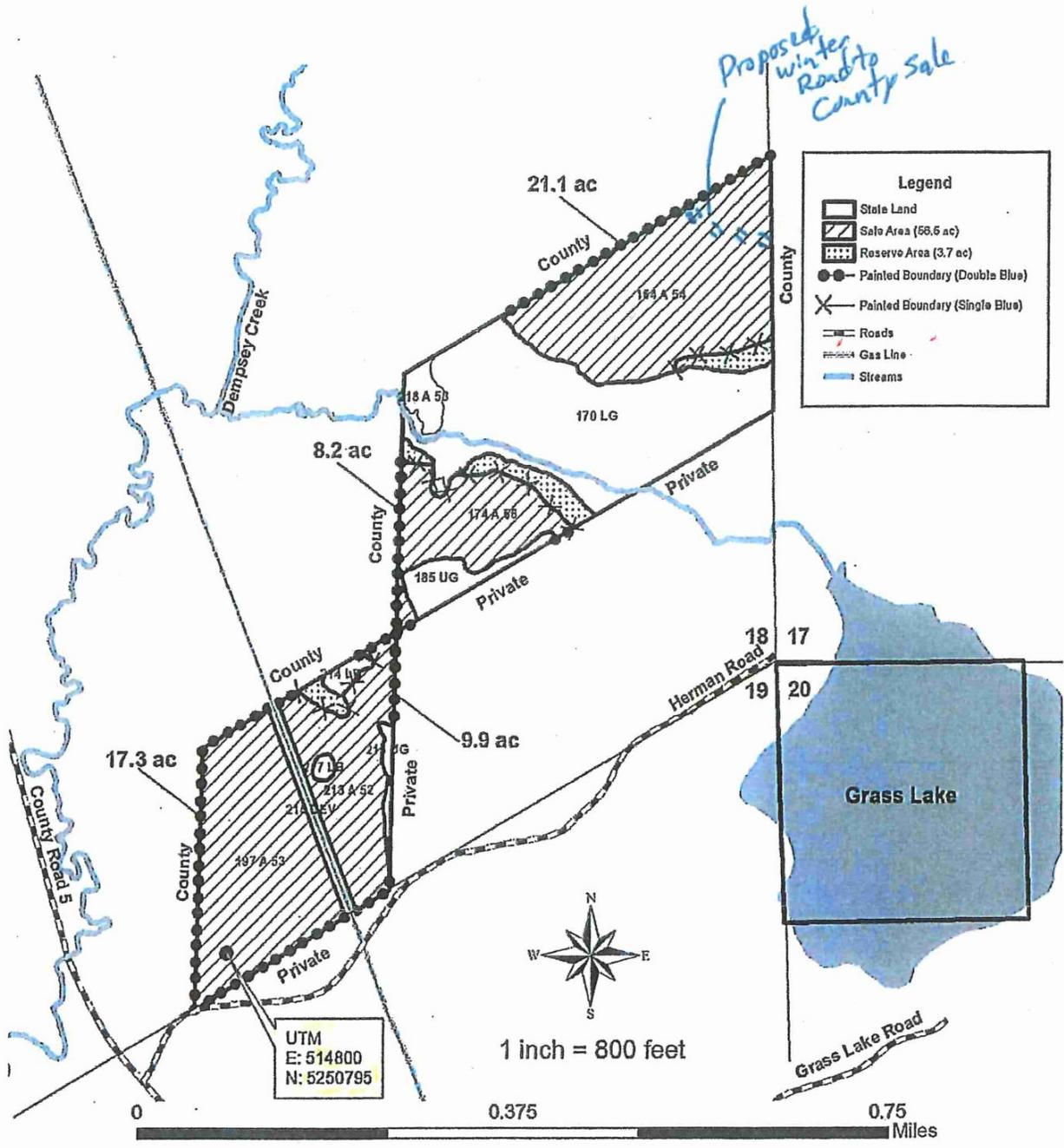
If not issued under a Reciprocal Access Agreement:

- Prepare a [Revenue Deposit Slip](#) for any payment received.
- Revenue string to pay to: 3800.R2933000.R290242.636018
- Send the access permit and all exhibits and the check to:
DNR Forestry Central Accounting Office
Attn. Lance Meyen
500 Lafayette Road, St. Paul, MN 55155-0044.
- Retain a copy of the document for future reference.

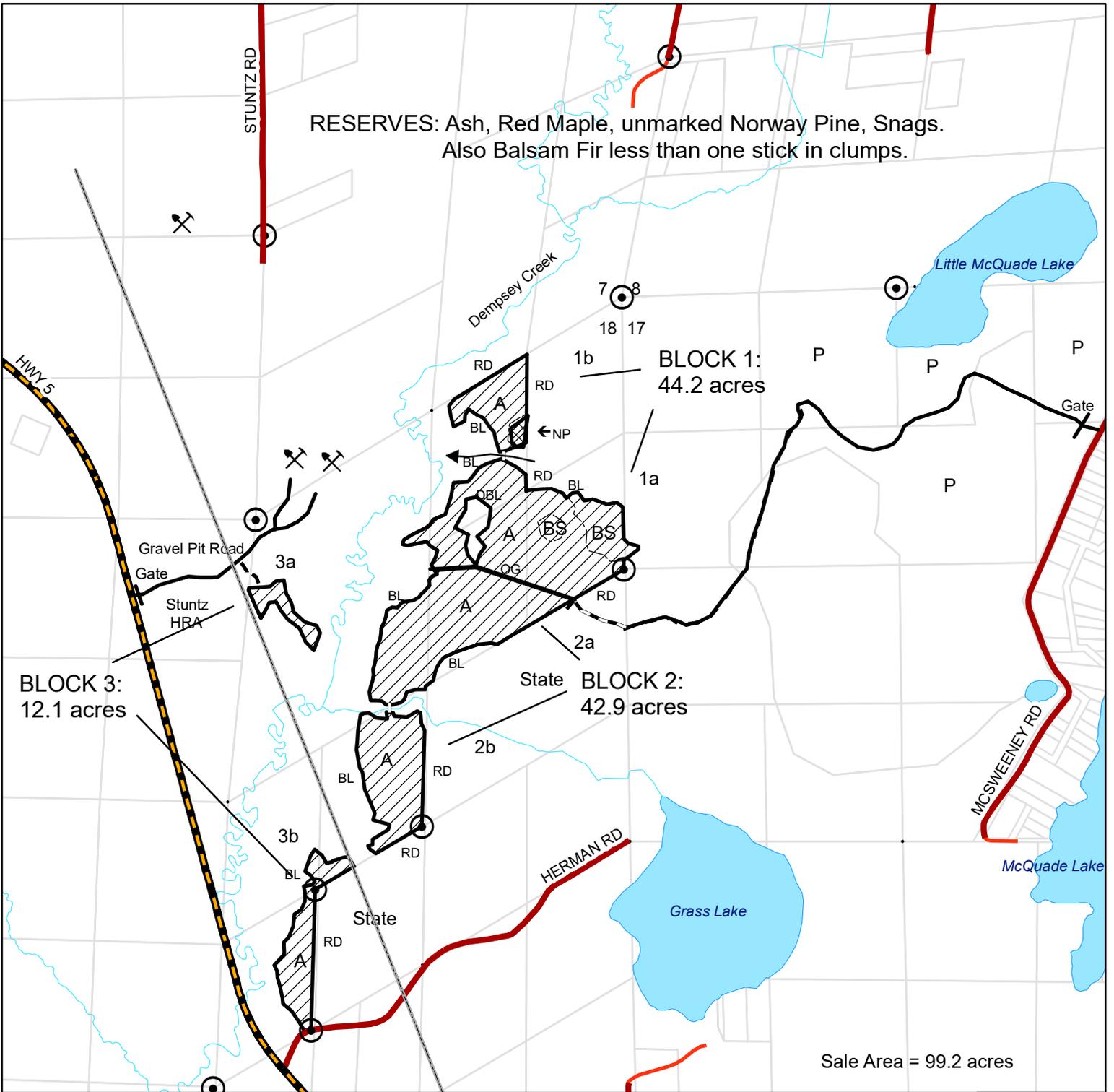
If issued under a Reciprocal Access Agreement:

- Check the above box
- Send a copy (scan and e-mail) to the Forestry Lands Program Consultant (FLPC).

16. Construction Specifications: All road locations and construction, reconstruction, maintenance, signing or other work on any road right-of-way that is granted under this permit shall be in accordance with the plans, specification and written stipulations approved by the DNR prior to beginning work.



Timber Sale V20-571918



Prepared By: John Muhich
 Map Created: 4-27-2020
 TRS: 57-19-18
Disclaimer:
 This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.

0 0.5 Miles

- | | |
|--|---|
| <p>RD BL </p> <p> Woods Road (designated winter access)</p> <p> Proposed Road (new construction)</p> <p> Pipeline</p> <p> Survey Corner (protect)</p> <p>Private ownership = P</p> | <p>Harvest Area (CCT-Clearcut) boundary painted red (RD) or blue (BL). Block boundary is orange (OG), interior reserve is double blue (DBL).</p> <p>Marked Timber - cut only yellow painted Norway Pine and other contact Species.</p> <p>Cover Types:
 Aspen = A
 Black Spruce = BS
 Norway pine = NP</p> <p>Intermittent Stream </p> |
|--|---|

