

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6736

<u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on October 22, 2020. <u>LOCATION:</u> BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

CONTACT NAME: Brad Carlson PHONE NUMBER: (906) 353-6651

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

<u>GNA20 Excursion East</u> (11-802-20) / T50N, R35W, SEC. 10, SENE,SE. T50N, R35W, SEC. 11, NENW,S1/2NW,W1/2NE,SW. T50N, R35W, SEC. 14, NWNW. T50N, R35W, SEC. 15, NENW,S1/2NW,NE,NESW. Baraga County, Advertised Price \$111,359.85, 325.7 Acres, Aspen, Hardwood. SALE NOTE: Access may be through other public land.

TIMBER SALE INFORMATION

<u>GNA20 Excursion East (11-802-20)</u> T50N, R35W, SEC. 10; T50N, R35W, SEC. 11; T50N, R35W, SEC. 14; T50N, R35W, SEC. 15. Baraga County (Advertised Price \$111,359.85)

SALE NOTE: Access may be through other public land.

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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Basswood	69.4	MBF	\$	54.00 / MBF	
Black Ash	5.4	MBF	\$	19.00 / MBF	
Paper Birch	1.4	MBF	\$	50.00 / MBF	
Red Maple	291.4	MBF	\$	115.00 / MBF	
Sugar Maple	181.6	MBF	\$	190.00 / MBF	
White Ash	50.3	MBF	\$	47.00 / MBF	
Yellow Birch	18.0	MBF	\$	95.00 / MBF	
Pulpwood					
Basswood	118	Cords	\$	6.50 / Cord	
Mixed Hardwood	3,589	Cords	\$	6.75 / Cord	
Quaking Aspen	849	Cords	\$	12.20 / Cord	

* 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 \$7,500.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

SALE STATISTICS

SALE VOLUMES

VOLUME			STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR MINIMUM MAXIMUM		MAXIMUM	
457,596	5,792	0.00%	5,792	5,792	

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
1	78,613	995	18.11%	815	1,175
2	41,214	522	15.88%	439	605
3	50,189	635	31.56%	435	836
4	65,523	829	23.99%	630	1,028
5	62,852	796	17.10%	660	932
6	60,206	762	32.75%	513	1,012
7	47,147	597	17.62%	492	702
600	51,816	656	15.43%	555	757
TOTAL:	457,560	5,792		4,537	7,046

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	52.0	1	52.0
2	31.0	2	31.0
3	38.3	3	38.3
4	50.1	4	50.1
5	49.7	5	49.7
6	32.3	6	32.3
7	41.1	7	41.1
600	31.2	6	31.2
TOTAL:	325.7		325.7

DESCRIPTION OF TIMBER BY PU (PU)

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	42.5	MBF	52.0	\$21,652.35
	Black Ash		3.4	MBF		
	Red Maple		11.4	MBF		
	Sugar Maple		65.6	MBF		
	White Ash		2.0	MBF		
	Yellow Birch		5.0	MBF		
	Basswood	Pulpwood	50	Cords		
	Mixed Hardwood		685	Cords		
	Black Ash		7	Cords		
	Ironwood		3	Cords		
	Red Maple		135	Cords		
	Sugar Maple		520	Cords		
	White Ash		520	Cords		
	Yellow Birch		15			
-			-	Cords	04.0	#0.004.00
2	Basswood	Sawtimber	5.1	MBF	31.0	\$9,291.30
	Red Maple		13.0	MBF		
	Sugar Maple	_	20.2	MBF		
	Basswood	Pulpwood	25	Cords		
	Mixed Hardwood		292	Cords		
	Red Maple		93	Cords		
	Sugar Maple		155	Cords		
	Yellow Birch		44	Cords		
	Quaking Aspen		127	Cords		
3	Basswood	Sawtimber	15.4	MBF	38.3	\$13,877.90
	Black Ash		2.0	MBF		
	Red Maple		30.9	MBF		
	Sugar Maple		25.6	MBF		
	White Ash		29.9	MBF		
	Yellow Birch		3.7	MBF		
	Basswood	Pulpwood	31	Cords		
	Mixed Hardwood		390	Cords		
	Black Ash		10	Cords		
	Red Maple		114	Cords		
	Sugar Maple		200	Cords		
	White Ash		43	Cords		
	Yellow Birch		23	Cords		
4	Basswood	Sawtimber	5.1	MBF	50.1	\$19,611.90
-	Red Maple		74.1	MBF	50.1	ψισ,υτι.90
	Sugar Maple		32.1	MBF		
	White Ash		4.0	MBF		
	Yellow Birch		4.0	MBF		
		Dulpwood				
	Basswood	Pulpwood	8	Cords		
	Mixed Hardwood		556	Cords		
	Red Maple		344	Cords		
	Sugar Maple		180	Cords		
	White Ash		9	Cords		
	Yellow Birch		23	Cords		
	Quaking Aspen		25	Cords		
5	Basswood	Sawtimber	1.3	MBF	49.7	\$14,121.70
			500	MBF		
	Red Maple		56.0			
			56.0 12.9	MBF		
	Red Maple					
	Red Maple Sugar Maple		12.9	MBF		
	Red Maple Sugar Maple White Ash	Pulpwood	12.9 6.5	MBF MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Maple	Pulpwood	373	Cords		
	Sugar Maple		159	Cords		
	White Ash		19	Cords		
	Yellow Birch		27	Cords		
	Quaking Aspen		55	Cords		
6	Red Maple	Sawtimber	71.3	MBF	63.5	\$21,917.8
	Sugar Maple		9.2	MBF		
	White Ash		7.9	MBF		
	Mixed Hardwood	Pulpwood	652	Cords		
	Red Maple		525	Cords		
	Sugar Maple		96	Cords		
	White Ash		19	Cords		
	Yellow Birch		12	Cords		
	Quaking Aspen		590	Cords		
7	Paper Birch	Sawtimber	1.4	MBF	41.1	\$10,886.9
	Red Maple		34.7	MBF		
	Sugar Maple		16.0	MBF		
	Yellow Birch		2.2	MBF		
	Mixed Hardwood	Pulpwood	436	Cords		
	Paper Birch		10	Cords		
	Red Maple		296	Cords		
	Sugar Maple		120	Cords		
	Yellow Birch		10	Cords		
	Quaking Aspen		52	Cords		
		TOTAL:	617.5	MBF		
		TOTAL:	4,556	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA20 Excursion East

Sale Number: 11-802-20 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 orange paint. Exterior sale boundary lines against private property are marked with orange paint and red blaze. Exterior sale boundary lines against USFS are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of eight (8) inches.

2.2.4 - Skidding length (2/14)

The skidding of lengths over seventeen (17) feet is permissible so long as the sale administrator approves the method and equipment used. If at any point damage exceeds levels specified in spec 3.4.1, all remaining wood shall be skid in lengths less than seventeen (17) feet.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization, shall be removed from the sale area. This is because the excess woody debris prohibits regeneration.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

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 tree seedlings and saplings.

No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

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 (12/09)

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 the specified Purchase Unit Price.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed, their placement shall be as specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of twelve (12) inches in diameter and twenty four (24) feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soil shall be maintained and left in a non-erodible condition, with water bars, seed, mulch and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, shall be obtained by the DNR.

4.1.6 - Road construction (1/09)

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, not left in windrows and kept a minimum of ten (10) feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least ten (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)

Designated existing roads will need to be closed. These road closures are shown on the Timber Sale Map. In general, this will require constructing double earthen berms at strategic locations. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

4.1.8 - Road work (1) (8/07)

The following road work is required: the Purchaser shall apply gravel at entrances onto Prickett Dam Road used during the timber sale. This work needs to be done prior to any hauling activity. Gravel used must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel per entrance and must be completed per the instruction of the sale administrator.

4.1.12 - No new roads (1/12)

No new roads will be permitted within any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or their representative. The restriction may occur during spring breakup and wet weather conditions.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

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.

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or their representative.

5 - Operations

5.1 - Notification

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. UPPCO may be contacted at (906) 449-2013 to obtain this permission.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least ten (10) feet back from the orange paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed twenty four (24) inches in height.

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, unless changed by written agreement, cutting, skidding and hauling is restricted to August 1 to September 31 and frozen winter conditions.

Within Payment Unit(s) 2-7, unless changed by written agreement, cutting, skidding and hauling is restricted to July 1 to September 31 and frozen winter conditions. This restriction is because of USFS operating season restrictions.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-7, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instruction of the sale administrator.

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 is six (6) inches or greater in depth and twenty five (25) 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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to vernal depressions. All equipment, trees and tops should be kept out of this area. Within one hundred (100) feet of vernal depressions, equipment may only be operated when the soil is in either a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

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 (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Prickett Dam Road 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 shall provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any

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finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the MDNR as part of a Good Neighbor Authority (GNA) agreement.

