



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #**

**REVISION NOTICE # -**

This prospectus has been modified with the following changes.

Sale condition 2.1.8 - Designated plantation row unit(s) for the GNA2 Hayfield timber sale (63-805-20) was changed from:

**2.1.8 - Designated plantation row unit(s) (12/08)**

Within Payment Unit(s) 1, 2 and 3, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row and identified by blue painted confidence trees. Within Payment Unit 2, remove red oak trees within rows to facilitate present and future stand operability. In addition, within Payment Unit 3, cut all pine species within the die back pockets, as shown on the Timber Sale Map.

To the following:

**2.1.8 - Designated plantation row unit(s) (12/08)**

Within Payment Unit(s) 1, 2 and 3, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave three pattern in Payment Unit 1, and are every third row in Payment Units 2 and 3. Designated rows also have blue painted confidence trees. Within Payment Unit 2, remove red oak trees within rows to facilitate present and future stand operability. In addition, within Payment Unit 3, cut all pine species within the die back pockets, as shown on the Timber Sale Map.

The sale conditions for the GNA2 Hayfield timber sale (63-805-20) have been updated. Please use the attached sale conditions when bidding on this sale and disregard the original sale conditions sent with the prospectus.

We apologize for any inconvenience this may have caused. If you need assistance, please contact at .

## **Sale Specific Conditions & Requirements**

**Sale Name: GNA2 Hayfield**

**Sale Number: 63-805-20    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 orange paint. The painted boundary line trees are not Included Timber and are to be protected.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

##### **2.1.8 - Designated plantation row unit(s) (12/08)**

Within Payment Unit(s) 1, 2 and 3, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave three pattern in Payment Unit 1, and are every third row in Payment Units 2 and 3. Designated rows also have blue painted confidence trees. Within Payment Unit 2, remove red oak trees within rows to facilitate present and future stand operability. In addition, within Payment Unit 3, cut all pine species within the die back pockets, as shown on the Timber Sale Map.

#### **2.2 - Utilization**

##### **2.2.3 - Stump heights (4/07)**

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than ten (10) inches at DBH or four (4) inches for trees ten (10) inches and less at DBH.

##### **2.2.8 - Utilization and removal (5/14)**

Retain on site less than 1/4 of the slash from harvested trees (tree tops and limbs less than four (4) inches in diameter). This is because soil productivity needs to be maintained.

##### **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.

### **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.

##### **4.1.6 - 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, 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for further details.

**4.1.11 - Permits (2/12)**

The Purchaser will secure any necessary permits that may be required.

**5 - Operations****5.1 - Notification****5.1.1 - Pre-sale conference (10/16)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this conference.

**5.2 - Conduct of Operations****5.2.1 - Slash****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****5.2.2.3 - Snag tree creation (2) (2/04)**

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least nine wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of nine (9) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. These snags shall be a minimum of fifteen (15) feet tall.

**5.2.3 - Operating Restrictions****5.2.3.14 - heterobasidion root disease (HRD) (9/19)**

This plantation is at risk of infection by the root rot fungus, *Heterobasidion irregulare*. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1, 2 and 3 are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of *Heterobasidion*. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

**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.

**5.4 - 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 twelve (12) inches or greater in depth and fifty (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.

**5.6 - 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 Hayes Street and Willow Avenue 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**

## 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**

## 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

## 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 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.



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6743**

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on September 23, 2020.**

LOCATION: **BALDWIN FIELD OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.**

CONTACT NAME: Mike Aksamit

PHONE NUMBER: (231) 429-0185

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

GNA2 Iris (63-803-20) / T15N, R12W, SEC. 6 , SWSW.

T15N, R12W, SEC. 7 , W1/2NW,NWSW.

T15N, R13W, SEC. 1 , SE.

T15N, R13W, SEC. 12, NW,NENE,S1/2NE,E1/2SW,SE.

T15N, R13W, SEC. 13, NENW,S1/2NW,NWNE.

Newaygo County, Advertised Price \$88,200.45, 317.7 Acres, Hardwood, White Pine.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

GNA2 Iris includes both the operating restrictions for Oak Wilt (see spec 5.2.3.4) and Heterobasidion Root Disease (see spec 5.2.3.14) in Pine.

Access may be through other public land.

## TIMBER SALE INFORMATION

### GNA2 Iris (63-803-20)

T15N, R12W, SEC. 6; T15N, R12W, SEC. 7; T15N, R13W, SEC. 1; T15N, R13W, SEC. 12; T15N, R13W, SEC. 13.

Newaygo County (Advertised Price \$88,200.45)

**SALE NOTE:** This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

GNA2 Iris includes both the operating restrictions for Oak Wilt (see spec 5.2.3.4) and Heterobasidion Root Disease (see spec 5.2.3.14) in Pine.

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
B. T. Aspen	44.10 MBF	\$ 77.00 / MBF
Bl/R/Hybrid Oak	532.90 MBF	\$ 94.00 / MBF
Red Maple	22.10 MBF	\$ 73.00 / MBF
White Oak	42.10 MBF	\$ 66.00 / MBF
Pulpwood		
B. T. Aspen	45.00 Cords	\$ 11.70 / Cord
Mixed Oak	1,740.00 Cords	\$ 13.95 / Cord
Red Maple	156.00 Cords	\$ 10.15 / Cord
Red Pine	6.00 Cords	\$ 33.20 / Cord
White Pine	351.00 Cords	\$ 10.65 / Cord

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$8,820.05 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 09/30/2023.



**Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen Bl/R/Hybrid Oak Red Maple White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Sawtimber	5.6	MBF	39.9	\$13,315.25
			89.1	MBF		
			0.7	MBF		
			2.1	MBF		
		Pulpwood	11.0	Cords		
			273.0	Cords		
			3.0	Cords		
			33.0	Cords		
2	B. T. Aspen Bl/R/Hybrid Oak Red Maple White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Sawtimber	13.7	MBF	99.5	\$18,846.80
			90.5	MBF		
			9.6	MBF		
			8.8	MBF		
		Pulpwood	13.0	Cords		
			394.0	Cords		
			104.0	Cords		
			122.0	Cords		
3	B. T. Aspen Bl/R/Hybrid Oak White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Sawtimber	15.8	MBF	46.0	\$14,279.25
			96.9	MBF		
			1.3	MBF		
		Pulpwood	12.0	Cords		
			230.0	Cords		
			5.0	Cords		
			44.0	Cords		
4	Bl/R/Hybrid Oak White Oak B. T. Aspen Mixed Oak Red Pine White Pine	Sawtimber	102.8	MBF	26.8	\$14,911.55
			20.9	MBF		
		Pulpwood	4.0	Cords		
			247.0	Cords		
			3.0	Cords		
			26.0	Cords		
5	B. T. Aspen Bl/R/Hybrid Oak Red Maple White Oak B. T. Aspen Mixed Oak Red Maple White Pine	Sawtimber	2.7	MBF	64.1	\$17,293.80
			109.3	MBF		
			4.8	MBF		
			4.2	MBF		
		Pulpwood	1.0	Cords		
			382.0	Cords		
			17.0	Cords		
			63.0	Cords		
6	B. T. Aspen Bl/R/Hybrid Oak Red Maple White Oak B. T. Aspen Mixed Oak Red Maple Red Pine White Pine	Sawtimber	6.3	MBF	41.4	\$9,553.80
			44.3	MBF		
			7.0	MBF		
			4.8	MBF		
		Pulpwood	4.0	Cords		
			214.0	Cords		
			27.0	Cords		
			3.0	Cords		
			63.0	Cords		
TOTAL:			641.2	MBF		
TOTAL:			2,298.0	Cords		

## **Sale Specific Conditions & Requirements**

**Sale Name: GNA2 Iris**

**Sale Number: 63-803-20 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 orange paint. The painted boundary line trees are not Included Timber and are to be protected.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

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

Within Payment Unit(s) 1, 2, 3, 5 and 6, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

##### **2.1.7 - Leave tree marked unit(s) (6/14)**

Within Payment Unit(s) 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any orange marked tree.

#### **2.2 - Utilization**

##### **2.2.3 - Stump heights (4/07)**

Stump heights within the sale area shall not exceed either twelve (12) inches for trees greater than 8 inches at DBH or six (6) inches for trees 8 inches and less at DBH.

##### **2.2.8 - Utilization and removal (5/14)**

Retain on site at least 1/4 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because soil productivity needs to be maintained.

##### **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. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 5% 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 - 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.

##### **4.1.6 - 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, 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. 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.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

### 4.2 - Maintenance

#### 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

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or their representative must be contacted at least 5 days in advance to schedule this conference.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 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

##### 5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least nine (9) wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of nine (9) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. Snags shall be a minimum of fifteen (15) feet tall.

#### 5.2.3 - Operating Restrictions

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

Within sale area 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.

##### 5.2.3.14 - heterobasidion root disease (HRD) (9/19)

This plantation is at risk of infection by the root rot fungus, *Heterobasidion irregulare*. To prevent the spread of this disease, cutting operations within Payment Unit(s) 1-6, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of *Heterobasidion*. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated.

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#### 5.4.1 - Rutting restriction, general (7/16)

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#### 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 Woodbridge Ave, Hayes St and Centerline Rd 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

#### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

#### 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 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.

**TIMBER SALE MAP**

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

Sale Number	Year
63-803	20

Forest Management Unit	County	Mapped By	Date	Page	of
Cadillac Forest Management Unit	Newaygo	Aksamit	08/07/2020	1	1
Township	Range	Section(s) and Subdivision(s)	Scale		
15N	13W	Sections 1, 12, and 13	1:15,840		

Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			

PU	Acres
1	39.9
2	99.5
3	46.0
4	26.8
5	64.1
6	41.4

## GNA2 Iris

### Compartment 7921495

317 Acres

