



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6903**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on September 23, 2021.**

LOCATION: **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:

GNA2 Thunderbolt (11-815-21) / T50N, R35W, SEC. 11, NENW,N1/2NE.

T50N, R35W, SEC. 2 , NW,S1/2NE,N1/2SW,SESW,SE.

Baraga County, Advertised Price \$61,835.00, 271.1 Acres, Aspen, Hardwood.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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'.

Access may be through private land.

## TIMBER SALE INFORMATION

### GNA2 Thunderbolt (11-815-21)

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Access may be through private 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 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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	3.6 MBF	\$ 32.00 / MBF
Red Maple	254.1 MBF	\$ 64.00 / MBF
Sugar Maple	54.0 MBF	\$ 132.00 / MBF
White Ash	0.9 MBF	\$ 32.00 / MBF
Yellow Birch	4.2 MBF	\$ 34.00 / MBF
Pulpwood		
Balsam Fir	145 Cords	\$ 2.80 / Cord
Basswood	26 Cords	\$ 3.50 / Cord
Mixed Aspen	2,973 Cords	\$ 5.55 / Cord
Mixed Hardwood	4,499 Cords	\$ 4.65 / Cord
Mixed Spruce	89 Cords	\$ 2.70 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 3.09 percent. There are an estimated 8,248 cords on this timber sale, plus or minus 255 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 \$3,091.75 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	11.5%
02	23.4%
03	12.3%
04	27.2%
05	3.5%
06	18.9%
07	3.2%

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

### **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
651,616	8,248	3.09%	7,993	8,504

## 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
10	45,836	580	8.47%	531	629
106	43,212	547	15.92%	460	634
108	22,079	279	16.30%	234	325
109	54,460	689	8.57%	630	748
112	130,780	1,655	5.62%	1,562	1,748
113	13,066	165	14.54%	141	189
115	24,985	316	12.75%	276	357
116	33,907	429	8.25%	394	465
117	32,852	416	7.87%	383	449
118	95,607	1,210	12.75%	1,056	1,364
119	5,791	73	31.47%	50	96
120	52,766	668	10.05%	601	735
121	84,381	1,068	9.43%	967	1,169
122	21,198	268	10.00%	241	295
<b>TOTAL:</b>	<b>660,919</b>	<b>8,366</b>		<b>7,528</b>	<b>9,205</b>

## 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
10	35.5	1	35.5
106	14.3	6	14.3
108	25.7	7	25.7
109	21.5	6	21.5
112	33.0	2	33.0
113	11.4	1	11.4
115	14.1	3	14.1
116	8.6	2	8.6
117	25.5	3	25.5
118	20.8	4	20.8
119	4.1	3	4.1
120	14.7	6	14.7
121	20.4	4	20.4
122	21.5	5	21.5
<b>TOTAL:</b>	<b>271.1</b>		<b>271.1</b>

**DESCRIPTION OF TIMBER BY PU (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	0.8	MBF	46.9	\$7,112.55
	Red Maple		30.0	MBF		
	Sugar Maple		14.2	MBF		
	Yellow Birch		2.3	MBF		
	Basswood	Pulpwood	3	Cords		
	Mixed Aspen		217	Cords		
	<i>B. T. Aspen</i>		180	Cords		
	<i>Quaking Aspen</i>		37	Cords		
	Mixed Hardwood		430	Cords		
	<i>Paper Birch</i>		4	Cords		
	<i>Red Maple</i>		291	Cords		
	<i>Sugar Maple</i>		130	Cords		
	<i>Yellow Birch</i>		5	Cords		
2	Red Maple	Sawtimber	32.5	MBF	41.6	\$14,488.15
	Sugar Maple		19.1	MBF		
	Balsam Fir	Pulpwood	12	Cords		
	Mixed Aspen		847	Cords		
	<i>Quaking Aspen</i>		847	Cords		
	Mixed Hardwood		1,086	Cords		
	<i>Red Maple</i>		801	Cords		
	<i>Sugar Maple</i>		262	Cords		
	<i>Yellow Birch</i>		23	Cords		
	Mixed Spruce		38	Cords		
	<i>White Spruce</i>		38	Cords		
3	Red Maple	Sawtimber	40.5	MBF	43.7	\$7,605.45
	Sugar Maple		12.5	MBF		
	White Ash		0.9	MBF		
	Mixed Aspen	Pulpwood	101	Cords		
	<i>B. T. Aspen</i>		40	Cords		
	<i>Quaking Aspen</i>		61	Cords		
	Mixed Hardwood		596	Cords		
	<i>Red Maple</i>		400	Cords		
	<i>Sugar Maple</i>		194	Cords		
	<i>White Ash</i>		2	Cords		
	Mixed Spruce		1	Cords		
	<i>Black Spruce</i>		1	Cords		
4	Red Maple	Sawtimber	100.9	MBF	41.2	\$16,794.95
	Balsam Fir	Pulpwood	49	Cords		
	Basswood		21	Cords		
	Mixed Aspen		959	Cords		
	<i>B. T. Aspen</i>		59	Cords		
	<i>Balsam Poplar</i>		37	Cords		
	<i>Quaking Aspen</i>		863	Cords		
	Mixed Hardwood		1,014	Cords		
	<i>Red Maple</i>		916	Cords		
	<i>Sugar Maple</i>		92	Cords		
	<i>Yellow Birch</i>		6	Cords		
	Mixed Spruce		33	Cords		
	<i>White Spruce</i>		33	Cords		
5	Basswood	Sawtimber	2.8	MBF	21.5	\$2,155.55
	Red Maple		9.7	MBF		
	Sugar Maple		2.4	MBF		
	Yellow Birch		1.2	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	Basswood	Pulpwood	2	Cords		
	Mixed Aspen		6	Cords		
	<i>B. T. Aspen</i>		6	<i>Cords</i>		
	Mixed Hardwood		221	Cords		
	<i>Paper Birch</i>		3	<i>Cords</i>		
	<i>Red Maple</i>		133	<i>Cords</i>		
	<i>Sugar Maple</i>		78	<i>Cords</i>		
	<i>Yellow Birch</i>		7	<i>Cords</i>		
6	Red Maple	Sawtimber	35.7	MBF	50.5	\$11,701.45
	Sugar Maple		2.5	MBF		
	Balsam Fir	Pulpwood	70	Cords		
	Mixed Aspen		831	Cords		
	<i>B. T. Aspen</i>		137	<i>Cords</i>		
	<i>Quaking Aspen</i>		694	<i>Cords</i>		
	Mixed Hardwood		912	Cords		
	<i>Paper Birch</i>		23	<i>Cords</i>		
	<i>Red Maple</i>		646	<i>Cords</i>		
	<i>Sugar Maple</i>		236	<i>Cords</i>		
	<i>Yellow Birch</i>		7	<i>Cords</i>		
	Mixed Spruce		14	Cords		
	<i>White Spruce</i>		14	<i>Cords</i>		
	7	Red Maple	Sawtimber	4.8		
Sugar Maple		Pulpwood	3.3	MBF		
Yellow Birch			0.7	MBF		
Balsam Fir			7	Cords		
Mixed Aspen			12	Cords		
<i>Quaking Aspen</i>			12	<i>Cords</i>		
Mixed Hardwood			240	Cords		
<i>Ironwood</i>			2	<i>Cords</i>		
<i>Red Maple</i>			191	<i>Cords</i>		
<i>Sugar Maple</i>			41	<i>Cords</i>		
<i>Yellow Birch</i>			6	<i>Cords</i>		
Mixed Spruce			3	Cords		
<i>White Spruce</i>			3	<i>Cords</i>		
TOTAL:			316.8	MBF		
TOTAL:			7,732	Cords		

## **Sale Specific Conditions & Requirements**

**Sale Name: GNA2 Thunderbolt**

**Sale Number: 11-815-21 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 and red 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**

##### **2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)**

Within Payment Unit(s) 2, 4, and 6, cut all trees that are 4.6 inches or more at DBH, except hemlock, white pine, red pine, oak, elm, and cedar.

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

Within Payment Unit(s) 1, 3, 5 and 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 10 inches.

##### **2.2.4 - Skidding length (2/14)**

Skidding of unlimbed tops or lengths over 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

##### **2.2.7 - Uncut designated trees (2/04)**

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

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

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excessive woody debris prohibits regeneration.

##### **2.2.9 - No chipping permitted (12/08)**

Within Payment Unit(s) 1 - 7, tops may not be chipped.

##### **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 - Construction**

#### **4.1.1 - Stream crossings, general (3/11)**

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on USFS and State land.

#### **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 in these locations, their placement will be 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 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR for crossing located on USFS land.

#### **4.1.7 - Road closure (10/11)**

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### **4.1.12 - No new roads (1/12)**

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails 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 his/her representative. The restriction may occur during 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. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

#### **4.2.4 - Grading (10/16)**

For completion of the sale, USFS 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**

#### **4.4.1 - Private property access (3/11)**

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

## **5 - Operations**

## 5.1 - Notification

### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

## 5.2 - Conduct of Operations

### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

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

#### 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

### 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 - 3 and 5 - 7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 1 to September 30 or during winter frozen conditions. Within Payment Unit(s) 4, unless changed by written agreement, cutting, skidding, and hauling are limited to winter frozen conditions only. This restriction is because of USFS seasonal operating restrictions.

#### 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 7, unless changed by written agreement, all clean-up work must be completed by July 15 for the areas that were harvested during the previous season. This restriction is to allow the clean-up area to revegetate before the dry season.

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

Top soil on landings and existing 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 instructions 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 6 inches or greater in depth and 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 the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in 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.

## **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 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**

#### **7.5.1 - Deteriorating timber (7/09)**

The sale area has received damage from emerald ash borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

#### 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 State 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
11-815	21

Forest Management Unit	County	Mapped By	Date	Page	of
Baraga	Baraga	Collins	8/4/2021	1	1
		Cruised By			
		Hemlock and Birch			

Township	Range	Section(s) and Subdivision(s)	Scale
50N	35W	Sec 2 NW,S1/2NE,N1/2SW,SESW,SE Sec 11 NENW,N1/2NE	1:15,840

## Cover Type

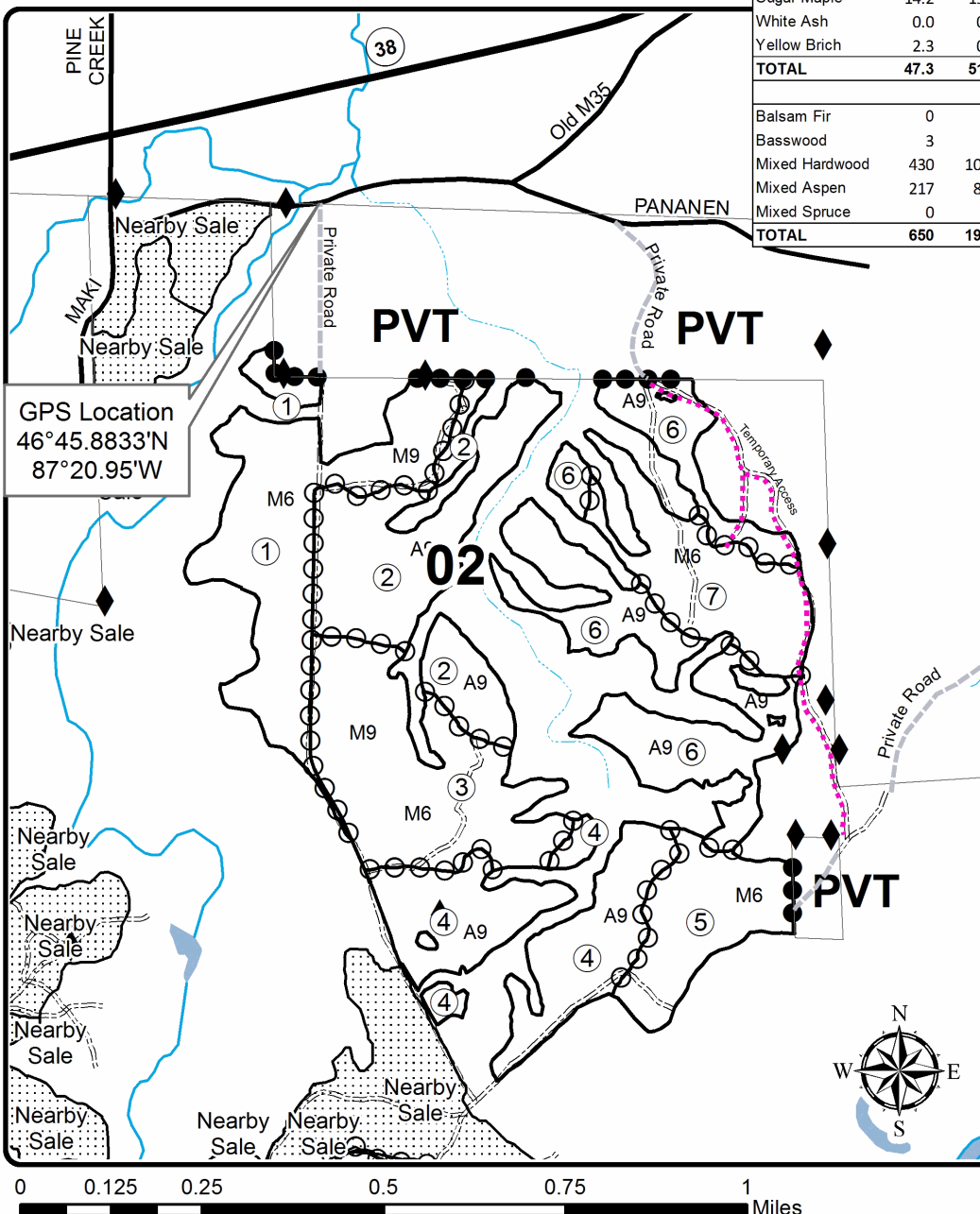
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
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

GNA2 Thunderbolt  
Baraga County, Compartments 7905001 and 7905002

UNIT	1	2	3	4	5	6	7	TOTALS
ACRES	46.9	41.6	43.7	41.2	21.5	50.5	25.7	271.1
Sawlogs MBF								
Basswood	0.8	0.0	0.0	0.0	2.8	0.0	0.0	3.6
Red Maple	30.0	32.5	40.5	100.9	9.7	35.7	4.8	254.1
Sugar Maple	14.2	19.1	12.5	0.0	2.4	2.5	3.3	54.0
White Ash	0.0	0.0	0.9	0.0	0.0	0.0	0.0	0.9
Yellow Birch	2.3	0.0	0.0	0.0	1.2	0.0	0.7	4.2
TOTAL	47.3	51.6	53.9	100.9	16.1	38.2	8.8	316.8
Pulpwood Cords								
Balsam Fir	0	12	0	49	7	70	7	145
Basswood	3	0	0	21	2	0	0	26
Mixed Hardwood	430	1086	596	1014	221	912	240	4499
Mixed Aspen	217	847	101	959	6	831	12	2973
Mixed Spruce	0	38	1	33	0	14	3	89
TOTAL	650	1983	698	2076	236	1827	262	7732



## Legend

- ◆ Ottawa Corners
- Ottawa NF Roads
- ▭ Highway
- ▬ County Road
- Intermittent Stream
- Perennial River
- ▭ Lakes and Rivers
- Against USFS (Orange)
- Payment Unit (Orange)
- Private Line (Orange and Red Blaze)
- ▭ Nearby Timber Sales

Locator Map  
1:200,000