



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6907**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 25, 2021.

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

CONTACT NAME: Derek Cross

PHONE NUMBER: (231) 429-6178

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 Zone Six North (63-801-21) / T22N, R11W, SEC. 19, S1/2NW, SENE, SE.

T22N, R11W, SEC. 20, NESW, S1/2SW.

T22N, R11W, SEC. 29, NWNW, S1/2NW, NWSW, S1/2SW.

T22N, R11W, SEC. 30, E1/2NW, NE, NESW, N1/2SE, SESE.

T22N, R12W, SEC. 24, SENE, E1/2SE.

Wexford County, Advertised Price \$218,535.05, 282.6 Acres, Aspen, Red Pine.

SALE NOTE: GNA sale on USFS land. Sale includes HRD and Oak Wilt restrictions.

The Wexford County Road Commission has plans to improve USFS road 5030 (34 1/4 Road) and 34 road.

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'.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

## TIMBER SALE INFORMATION

### GNA2 Zone Six North (63-801-21)

T22N, R11W, SEC. 19; T22N, R11W, SEC. 20; T22N, R11W, SEC. 29; T22N, R11W, SEC. 30; T22N, R12W, SEC. 24.  
Wexford County (Advertised Price \$218,535.05)

SALE NOTE: GNA sale on USFS land. Sale includes HRD and Oak Wilt restrictions.

The Wexford County Road Commission has plans to improve USFS road 5030 (34 1/4 Road) and 34 road.

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'.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or 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:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Jack Pine	63.0 MBF	\$ 14.00 / MBF
Red Maple	62.1 MBF	\$ 84.00 / MBF
Red Pine	587.4 MBF	\$ 104.00 / MBF
Pulpwood		
Jack Pine	556 Cords	\$ 10.15 / Cord
Mixed Aspen	1,577 Cords	\$ 16.75 / Cord
Mixed Hardwood	631 Cords	\$ 12.20 / Cord
Red Pine	2,769 Cords	\$ 40.30 / 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 \$10,926.75 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	9.0%
02	15.1%
03	6.6%
04	4.6%
05	5.0%
06	12.2%
07	2.4%
08	23.0%
09	1.8%
10	3.7%
11	8.1%
12	5.4%
13	1.9%
14	1.2%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2023.

### **SALE STATISTICS**

**SALE VOLUMES**

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
549,740	6,959	0.00%	6,959	6,959

**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	38,994	494	8.19%	453	534
4	27,144	344	22.11%	268	420
5	88,172	1,116	15.26%	946	1,286
9	6,857	87	37.57%	54	119
12	66,826	846	18.57%	689	1,003
13	33,220	421	24.28%	318	523
16	3,950	50	16.16%	42	58
21	90,534	1,146	10.91%	1,021	1,271
24	45,322	574	45.92%	310	837
27	6,968	88	16.86%	73	103
28	24,759	313	55.43%	140	487
29	18,407	233	38.50%	143	323
35	32,351	410	16.00%	344	475
36	17,791	225	37.02%	142	309
38	4,724	60	17.34%	49	70
47	16,353	207	12.64%	181	233
54	16,472	209	30.38%	145	272
59	10,878	138	26.51%	101	174
<b>TOTAL:</b>	<b>549,722</b>	<b>6,959</b>		<b>5,420</b>	<b>8,497</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
1	34.1	1	34.1
4	15.0	3	15.0
5	32.2	2	32.2
9	3.0	7	3.0
12	30.2	2	30.2
13	27.1	6	27.1
16	1.6	5	1.6
21	47.5	8	47.5
24	16.3	6	16.3
27	7.0	9	7.0
28	8.9	12	8.9
29	4.8	13	4.8
35	15.9	11	15.9
36	8.8	4	8.8
38	2.0	14	2.0
47	8.1	5	8.1
54	8.5	10	8.5
59	11.6	7	11.6
<b>TOTAL:</b>	<b>282.6</b>		<b>282.6</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	2.1	MBF	34.1	\$19,626.15
	Jack Pine	Pulpwood	1	Cords		
	Mixed Hardwood		11	Cords		
	Black Ash		10	Cords		
	Red Oak		1	Cords		
	Red Pine		478	Cords		
2	Red Maple	Sawtimber	43.8	MBF	62.4	\$32,949.85
	Mixed Aspen	Pulpwood	1,411	Cords		
	B. T. Aspen		1,315	Cords		
	Quaking Aspen		96	Cords		
	Mixed Hardwood		462	Cords		
	Beech	Sawtimber	1.0	MBF		
	Black Cherry		10.7	MBF		
	Beech	Pulpwood	54	Cords		
	Black Cherry		94	Cords		
	Red Maple		291	Cords		
3	Red Pine	Sawtimber	23.7	MBF	15.0	\$14,393.60
	Red Pine	Pulpwood	296	Cords		
4	Red Pine	Sawtimber	39.5	MBF	8.8	\$9,991.80
	Red Pine	Pulpwood	146	Cords		
5	Red Pine	Sawtimber	28.3	MBF	9.7	\$10,953.05
	Jack Pine	Pulpwood	3	Cords		
	Red Pine		198	Cords		
6	Jack Pine	Sawtimber	39.6	MBF	43.4	\$26,597.35
	Red Maple		5.0	MBF		
	Red Pine		112.9	MBF		
	Jack Pine	Pulpwood	387	Cords		
	Mixed Hardwood		66	Cords		
	Beech		13	Cords		
	Red Maple		53	Cords		
	Red Pine		227	Cords		
7	Jack Pine	Sawtimber	9.8	MBF	14.6	\$5,227.30
	Red Pine		13.7	MBF		
	Jack Pine	Pulpwood	103	Cords		
	Mixed Aspen		13	Cords		
	Quaking Aspen		13	Cords		
	Mixed Hardwood		2	Cords		
	Beech		2	Cords		
	Red Pine		59	Cords		
8	Red Pine	Sawtimber	202.9	MBF	47.5	\$50,502.10
	Mixed Hardwood	Pulpwood	15	Cords		
	Black Cherry	Sawtimber	1.0	MBF		
	Black Cherry	Pulpwood	9	Cords		
	Red Maple		4	Cords		
	Red Pine		725	Cords		
9	Red Pine	Sawtimber	14.8	MBF	7.0	\$3,916.90
	Red Pine	Pulpwood	59	Cords		
10	Jack Pine	Sawtimber	2.1	MBF	8.5	\$8,172.25
	Red Pine		18.9	MBF		
	Jack Pine	Pulpwood	17	Cords		
	Red Pine		149	Cords		
11	Red Pine	Sawtimber	53.8	MBF	15.9	\$17,653.40
	Mixed Hardwood	Pulpwood	4	Cords		
	Black Cherry		2	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	<i>Red Maple</i> Red Pine	<i>Pulpwood</i>	2 298	<i>Cords</i> Cords		
12	Jack Pine Red Pine Jack Pine Mixed Aspen <i>B. T. Aspen</i> Red Pine	Sawtimber  Pulpwood	11.5 72.0 45 18 18 84	MBF MBF Cords Cords <i>Cords</i> Cords	8.9	\$11,792.45
13	Red Maple Mixed Aspen <i>B. T. Aspen</i> Mixed Hardwood <i>Red Maple</i>	Sawtimber Pulpwood	13.3 135 135 71 71	MBF Cords <i>Cords</i> Cords <i>Cords</i>	4.8	\$4,244.65
14	Red Pine Red Pine	Sawtimber Pulpwood	4.8 50	MBF Cords	2.0	\$2,514.20
TOTAL:			712.5	MBF		
TOTAL:			5,533	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: GNA2 Zone Six North**

**Sale Number: 63-801-21 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 paint. Exterior sale boundary lines against private property 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 and 13, cut all trees that are two (2) inches or more at DBH, except hemlock, white pine, yellow birch, oak, and sugar maple. Within Payment Unit(s) 6, cut all trees that are two (2) inches or more at DBH, except sugar maple and black cherry. In the remainder of Payment Units, cut all trees that are two (2) inches or more at DBH, except sugar maple and black cherry.

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

Within Payment Unit(s) 3, 4, 10, and 14, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. Within Payment Unit(s) 7, in red pine areas, cut all blue marked trees.

##### 2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 12, all jack pine, red pine, and beech over 2" in DBH which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

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

Within Payment Unit(s) 1, 5, 8, and 11, 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 designated by blue painted confidence trees and follow a take two, leave four pattern. Additionally, within Payment Unit 9, in dense, unmarked finger to the east, cut two rows and leave four. In lower density, marked portion of stand to the west, cut and remove all blue marked trees.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 8 inches at DBH and 8 inches for trees smaller than 8 inches 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.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with double orange rings. The Purchaser shall not cut live or dead trees within special protection areas. The Purchaser will not fell trees into the special protection areas.

### 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 Area.

##### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 20 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 specific details of design and placement.

##### 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 operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the 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 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 Payment Unit(s) 1 - 14, 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) (3/21)

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, and 3 - 14 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. 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.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.41 - Snowmobile trail protection (9/11)

Snowmobile trails 637, 677, and 687 (covering much of 34 1/2 Road & USFS Road 5030/7520) exist in the Sale Area and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 10 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative.

### 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 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

### 5.6 - 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 (10/20)

The Purchaser is responsible for posting and maintaining caution signs on 34 Road, 34 1/2 Road, 11 1/4 Road, and 15 1/2 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 will provide these signs.

#### 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on all snowmobile trails in Sale Area prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 will 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 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
63 - 801	21

Forest Management Unit Cadillac Forest Management Unit		County Wexford	Mapped By Aksamit	Date 01/26/2021	Page 1	of 1
Township 22N	Range 11W, 12W	Section(s) and Subdivision(s) 11W - 19, 20, 29, 30 12W - 24		Scale 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

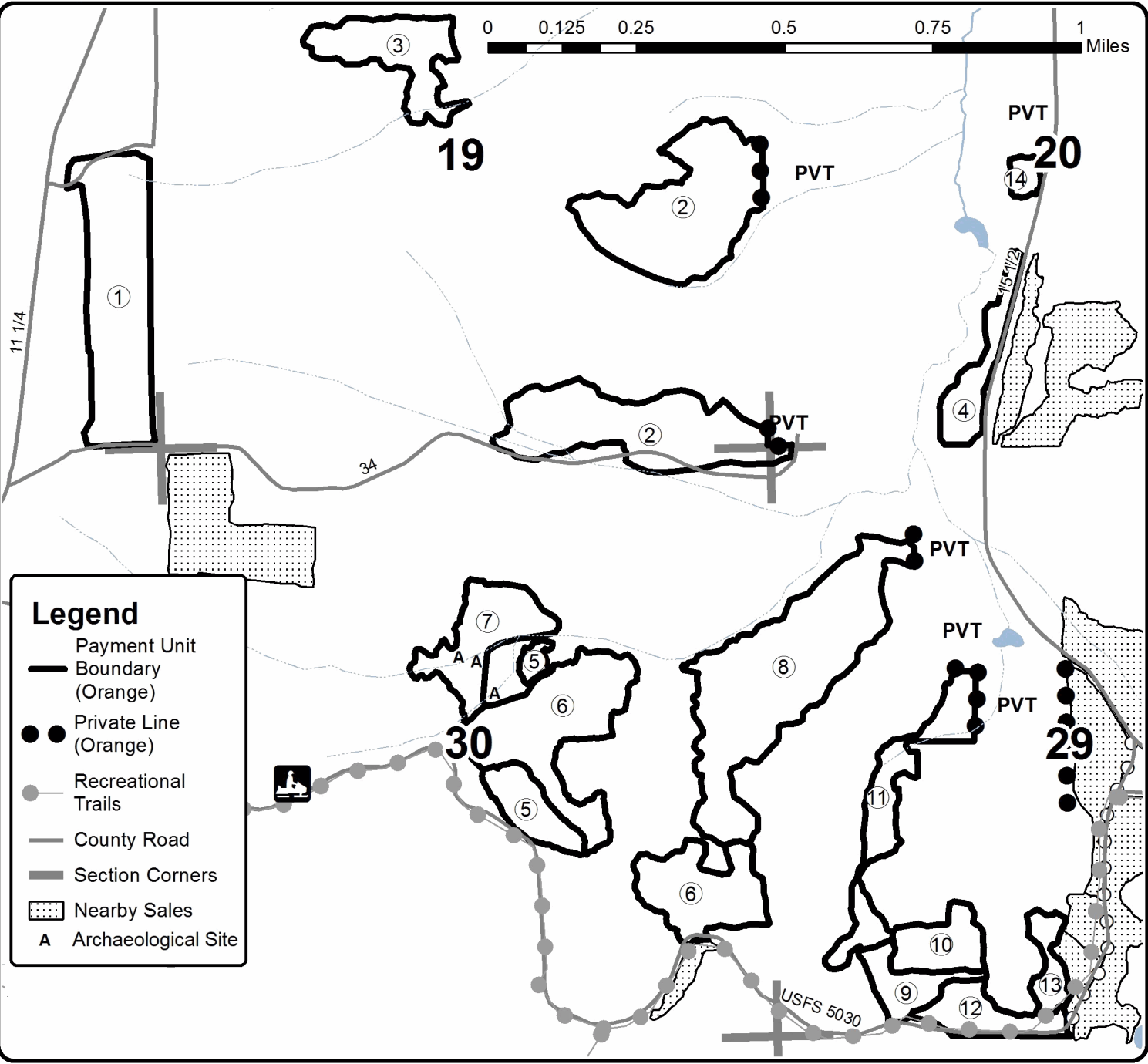
PU	Acres	PU	Acres	PU	Acres	PU	Acres
1	34.1	5	9.7	9	7.0	13	4.8
2	62.4	6	43.4	10	8.5	14	2.0
3	15.0	7	14.6	11	15.9		
4	8.8	8	47.5	12	8.9		

**GNA2 Zone Six North**  
**Compartment 071**  
**282.6 Acres**

N



0 0.125 0.25 0.5 0.75 1 Miles

**Legend**

- Payment Unit
- Boundary (Orange)
- Private Line (Orange)
- Recreational Trails
- County Road
- Section Corners
- Nearby Sales
- A Archaeological Site