



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #6751

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on September 29, 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 Small Dog Mix (63-808-21) / T17N, R11W, SEC. 31, SWNW.

T17N, R12W, SEC. 25, S1/2SE.

T17N, R12W, SEC. 35, E1/2SE.

T17N, R12W, SEC. 36, NW,NE,W1/2SW,NWSE,S1/2SE.

Lake County, Advertised Price \$228,127.70, 302.6 Acres, Aspen, Red 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'.

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

Access may be through other public land.

TIMBER SALE INFORMATION

GNA2 Small Dog Mix (63-808-21)

T17N, R11W, SEC. 31; T17N, R12W, SEC. 25; T17N, R12W, SEC. 35; T17N, R12W, SEC. 36.

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Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the 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 & SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
B. T. Aspen	228.1 MBF	\$ 82.00 / MBF
Bl/R/Hybrid Oak	119.9 MBF	\$ 47.00 / MBF
Red Maple	75.6 MBF	\$ 60.00 / MBF
Red Pine	449.0 MBF	\$ 82.00 / MBF
White Oak	30.3 MBF	\$ 53.00 / MBF
Pulpwood		
B. T. Aspen	1,352 Cords	\$ 14.60 / Cord
Jack Pine	268 Cords	\$ 10.30 / Cord
Mixed Hardwood	410 Cords	\$ 10.55 / Cord
Mixed Oak	570 Cords	\$ 12.50 / Cord
Red Pine	3,667 Cords	\$ 34.60 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 4.44 percent. There are an estimated 8,351 cords on this timber sale, plus or minus 371 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 \$11,406.39 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	6.2%
02	8.1%
03	16.4%
04	1.2%
05	7.0%
06	19.1%
07	5.7%
08	4.8%
09	1.5%
10	1.5%
11	10.9%
12	1.6%
13	7.3%
14	8.7%

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.

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
659,720	8,351	4.44%	7,980	8,722

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
3	31,268	396	19.73%	318	474
10	21,173	268	16.62%	223	313
12	33,006	418	23.80%	318	517
14	97,941	1,240	12.93%	1,080	1,400
15	46,173	584	14.49%	500	669
16	63,653	806	14.51%	689	923
19	9,773	124	17.68%	102	146
21	17,427	221	39.04%	134	307
22	105,446	1,335	9.20%	1,212	1,458
24	37,583	476	17.21%	394	558
25	26,211	332	25.55%	247	417
26	12,742	161	33.61%	107	215
28	41,183	521	21.28%	410	632
29	22,009	279	21.70%	218	339
31	16,791	213	19.01%	172	253
112	44,456	563	10.39%	504	621
126	10,730	136	45.07%	75	197
TOTAL:	637,563	8,070		6,703	9,437

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
3	13.6	1	13.6
10	34.8	4	34.8
12	21.5	5	21.5
14	30.1	6	30.1
15	12.8	7	12.8
16	36.1	3	36.1
19	16.6	8	16.6
21	5.2	12	5.2
22	28.0	11	28.0
24	14.2	13	14.2
25	20.2	8	20.2
26	11.7	9	11.7
28	13.0	2	13.0
29	7.7	5	7.7
31	15.2	3	15.2
112	17.4	14	17.4
126	4.5	10	4.5
TOTAL:	302.6		302.6

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	31.6	MBF	13.6	\$14,113.00
	Red Pine	Pulpwood	333	Cords		
2	Red Pine	Sawtimber	36.4	MBF	13.0	\$18,520.20
	Red Pine	Pulpwood	449	Cords		
3	B. T. Aspen	Sawtimber	2.9	MBF	51.3	\$37,495.65
	Red Maple		1.4	MBF		
	Red Pine		206.3	MBF		
	B. T. Aspen		1	Cords		
	Mixed Hardwood		13	Cords		
	Red Maple		13	Cords		
	Mixed Oak		3	Cords		
	White Oak		3	Cords		
	Red Pine		580	Cords		
4	Jack Pine	Pulpwood	268	Cords	34.8	\$2,760.40
5	B. T. Aspen	Sawtimber	32.6	MBF	29.2	\$15,885.65
	Bl/R/Hybrid Oak		27.8	MBF		
	Red Oak		27.8	MBF		
	Red Maple		8.2	MBF		
	White Oak		10.7	MBF		
	B. T. Aspen		239	Cords		
	Mixed Hardwood		25	Cords		
	Red Maple		25	Cords		
	Mixed Oak		108	Cords		
	Red Oak		21	Cords		
	White Oak		87	Cords		
	Red Pine		166	Cords		
6	Red Pine	Sawtimber	38.0	MBF	30.1	\$43,390.40
	Red Pine	Pulpwood	1,164	Cords		
7	B. T. Aspen	Sawtimber	42.2	MBF	12.8	\$13,047.50
	Bl/R/Hybrid Oak		21.4	MBF		
	Bl/R/Hybrid Oak		21.4	MBF		
	Red Maple		26.9	MBF		
	B. T. Aspen		146	Cords		
	Mixed Hardwood		58	Cords		
	Red Maple		58	Cords		
	Mixed Oak		122	Cords		
	Bl/R/Hybrid Oak		122	Cords		
	Red Pine		78	Cords		
8	B. T. Aspen	Sawtimber	4.6	MBF	36.8	\$10,910.50
	Bl/R/Hybrid Oak		4.4	MBF		
	Red Oak		4.4	MBF		
	Red Maple		17.1	MBF		
	B. T. Aspen		16	Cords		
	Mixed Hardwood		46	Cords		
	Red Maple		46	Cords		
	Mixed Oak		144	Cords		
	Red Oak		16	Cords		
	White Oak		128	Cords		
	Red Pine		196	Cords		
9	B. T. Aspen	Sawtimber	12.2	MBF	11.7	\$3,418.90
	Bl/R/Hybrid Oak		20.0	MBF		
	Bl/R/Hybrid Oak		4.2	MBF		
	Red Oak		15.8	MBF		
	B. T. Aspen		26	Cords		
	Mixed Oak		63	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	<i>Bl/R/Hybrid Oak</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Red Oak</i>		25	<i>Cords</i>		
	<i>White Oak</i>		36	<i>Cords</i>		
	Red Pine		9	Cords		
10	B. T. Aspen	Sawtimber	17.7	MBF	4.5	\$3,509.45
	Red Maple		8.2	MBF		
	White Oak		18.2	MBF		
	B. T. Aspen	Pulpwood	15	Cords		
	Mixed Hardwood		9	Cords		
	<i>Red Maple</i>		9	<i>Cords</i>		
	Mixed Oak		23	Cords		
	<i>White Oak</i>		23	<i>Cords</i>		
11	B. T. Aspen	Sawtimber	101.3	MBF	28.0	\$24,979.30
	Bl/R/Hybrid Oak		46.3	MBF		
	<i>Bl/R/Hybrid Oak</i>		46.3	<i>MBF</i>		
	Red Maple		7.1	MBF		
	B. T. Aspen	Pulpwood	751	Cords		
	Mixed Hardwood		170	Cords		
	<i>Black Cherry</i>		6	<i>Cords</i>		
	<i>Red Maple</i>		164	<i>Cords</i>		
	Mixed Oak		105	Cords		
	<i>Bl/R/Hybrid Oak</i>		105	<i>Cords</i>		
12	B. T. Aspen	Sawtimber	11.9	MBF	5.2	\$3,685.95
	B. T. Aspen	Pulpwood	156	Cords		
	Mixed Hardwood		41	Cords		
	<i>Red Maple</i>		41	<i>Cords</i>		
13	B. T. Aspen	Sawtimber	2.7	MBF	14.2	\$16,631.35
	Red Pine		53.6	MBF		
	B. T. Aspen	Pulpwood	2	Cords		
	Mixed Hardwood		21	Cords		
	<i>Red Maple</i>		21	<i>Cords</i>		
	Red Pine		340	Cords		
14	Red Maple	Sawtimber	6.7	MBF	17.4	\$19,779.45
	Red Pine		83.1	MBF		
	White Oak		1.4	MBF		
	Mixed Hardwood	Pulpwood	27	Cords		
	<i>Red Maple</i>		27	<i>Cords</i>		
	Mixed Oak		2	Cords		
	<i>White Oak</i>		2	<i>Cords</i>		
	Red Pine		352	Cords		
TOTAL:			902.9	MBF		
TOTAL:			6,267	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Small Dog Mix

Sale Number: 63-808-21 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 red paint. Exterior sale boundary lines against Forest Service 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) 7, 11, and 12, cut all trees that are two (2) inches or more at DBH, except do not cut any white pine, white oak or any orange marked trees.

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

Within Payment Unit(s) 3, 9 and 14, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. Within Payment Unit 3 there are 3 red pine die back pockets, these areas are on the map and are marked out with orange paint. Harvest all red pine within this area, leave all orange marked boundary tree. Do not cut any other tree species in die back pocket, except red pine.

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 4, Jack Pine Trees are designated for cutting regardless of merchantability. Ignore all blue paint within Payment Unit 4, cut only jack pine. Within in Payment Unit 6, red pine trees are designated for cutting regardless of merchantability. Ignore all blue marked trees within Payment Unit 6. Do not cut any orange marked red pine in Payment Unit 6. Do not cut any other tree species within in Payment Unit 6.

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

Within Payment Unit(s) 5, 8, and 10, cut all trees that are two (2) inches or more at DBH. Do not cut trees marked with orange paint above and below stump height. In Addition to leaving all orange marked trees, within Payment Unit 8, do not cut any black cherry or white pine.

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

Within Payment Unit(s) 1 and 2, all 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 four pattern. There are blue confidence markers marked about every 100 feet on designated cut rows. Within in Payment Unit 2, there is one red pine die back pocket. This area is on Timber Sale Map and marked out with orange paint. Harvest all red pine within this area, leave all other tree species.

Within Payment Unit(s) 13, all trees which meet minimum piece specifications in 2.2. Utilization, within designated plantation rows are designated for cutting. Designated Plantation rows follow take 1 leave 2 row spacing. There are blue confidence markers marked about every 100 feet on designated cut rows.

2.1.9 - Harvest exception (12/08)

Do not cut non-designated trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing trees and to leave an intact stand upon sale completion. All cut non-designated trees shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for trees shall be the average district price or bid price per cord for pulpwood and MBF for sawlogs.

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 10 inches at DBH and 4 inches for trees smaller than 10 inches at DBH.

2.2.4 - Skidding length (2/14)

Tree length skidding is required within Payment Units 4-6, 8, and 9, unless approved by the Unit Manager or his/her representative.

2.2.8 - Utilization and removal (5/14)

Within Payment Units 4-6 and 8-10, remove all slash within the units. This is because Karner Blue Butterfly Habitat.

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

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) over \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager.

Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

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, 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 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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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 highway or county road 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 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. This is within units 1-3, 7, and 11-14.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-14, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of September 16 to May 9. This restriction is because of Karner Blue Butterfly and reptile protection areas.

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

Within entire Sale Area the cutting and skidding 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. Hauling can occur during this time if proper brushing of access roads and landings occur, and no oak will be damaged.

5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, within Payment Units 7, 11, and 12 harvesting is limited to December 1 through March 31. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

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) 1-10, 13, and 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. 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.

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

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

5.2.43 - Opening protection (2/21)

No activities are permitted in openings near or in the Timber Sale. Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative and U.S. Forest Service 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 any county or Forest Service 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.

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 red pine mortality/die back pockets in Payment Units 2 and 3 (see Timber Sale Map). 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.

Forest Management Unit		County	Mapped By	Tom Peterson	Date	Page	of
Cadillac Management Unit		Lake County	Cruised By	Contractor	7/15/2021	1	1
Township	Range	Section(s) and Subdivision(s)			Scale		
17N	12W	Sec: 36 N1/2, W1/2SW & W1/2SE			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 Hardwoods	M = Mpl. Ech. Birch	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 = Creech	MD = Mixed Deciduous	T = Tamarack			



GNA2 Small Dog Mix

Compartment 7921059

302.6 Acres

