



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #6942

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on September 29, 2021.

LOCATION: SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

CONTACT NAME: Robert Burnham

PHONE NUMBER: (906) 420-1645

PROSPECTUS NOTE: Both sales on this Prospectus are Good Neighbor Authority (GNA) timber sales on national forest land. These timber sales were set-up and are being advertised by the Michigan DNR for the US Forest Service. The contracts will be awarded and administered by the Michigan DNR. Please note that the additional Sale Specific Conditions & Requirements containing the acronym 'GNA.' All units of volume listed for these sales were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

GNA2 Lakes Camp East (41-819-21) / T42N, R19W, SEC. 17, S1/2SE.

T42N, R19W, SEC. 20, NE,NESE,S1/2SE.

T42N, R19W, SEC. 21, NWNW,S1/2NW,NWSW,S1/2SW.

T42N, R19W, SEC. 28, NW,W1/2NE,N1/2SW,NWSE.

T42N, R19W, SEC. 29, NE,NESE.

Delta County, Advertised Price \$277,962.50, 329.4 Acres, Hardwood, Sugar Maple.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land.

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to County Road 442.

Within Payment Units 1-10, harvesting is limited to frozen conditions (generally this period is December 1 through March 31) because of sensitive soils. If dry summer conditions persist this spec can be waived by amendment. If dry summer logging does occur, additional gravel will be required to make roads suitable for trucking. Up to 400 cubic yards of 3" minus breaker run gravel will be required at Purchaser's expense.

County Road 442 is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

Equipment will need to be cleaned before entering the sale. See Sale Spec 5.6.2 for specific instructions.

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 other public land.

TIMBER SALE INFORMATION

GNA2 Lakes Camp East (41-819-21)

T42N, R19W, SEC. 17; T42N, R19W, SEC. 20; T42N, R19W, SEC. 21; T42N, R19W, SEC. 28; T42N, R19W, SEC. 29.
Delta County (Advertised Price \$277,962.50)

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land.

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Within Payment Units 1-10, harvesting is limited to frozen conditions (generally this period is December 1 through March 31) because of sensitive soils. If dry summer conditions persist this spec can be waived by amendment. If dry summer logging does occur, additional gravel will be required to make roads suitable for trucking. Up to 400 cubic yards of 3" minus breaker run gravel will be required at Purchaser's expense.

County Road 442 is a snowmobile trail and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for additional information.

Equipment will need to be cleaned before entering the sale. See Sale Spec 5.6.2 for specific instructions.

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 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		
Basswood	16.5 MBF	\$ 49.00 / MBF
Black Cherry	72.6 MBF	\$ 91.00 / MBF
Red Maple	419.0 MBF	\$ 98.00 / MBF
Sugar Maple	544.7 MBF	\$ 340.00 / MBF
Yellow Birch	4.9 MBF	\$ 38.00 / MBF
Pulpwood		
Balsam Fir	49 Cords	\$ 11.85 / Cord
Mixed Aspen	17 Cords	\$ 23.35 / Cord
Mixed Hardwood	2,827 Cords	\$ 15.20 / Cord
Mixed Spruce	12 Cords	\$ 11.90 / Cord
Tamarack	4 Cords	\$ 2.60 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 2.87 percent. There are an estimated 5,433 cords on this timber sale, plus or minus 156 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 \$13,898.13 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:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	13.6%
02	13.3%
03	5.1%
04	9.5%
05	7.2%
06	3.8%
07	6.2%
08	25.9%
09	15.0%
10	0.4%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2025.

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
429,202	5,433	2.87%	5,277	5,589

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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
1	112,017	1,418	5.67%	1,337	1,498
2	67,947	860	5.91%	809	911
3	31,205	395	8.40%	362	428
4	16,654	211	12.03%	185	236
5	141,488	1,791	5.26%	1,697	1,885
6	21,098	267	10.37%	239	295
16	6,525	83	25.82%	61	104
TOTAL:	396,935	5,024		4,692	5,357

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	106.1	1	45.0
		2	44.2
		3	16.9
2	51.2	4	29.1
		5	22.1
3	19.1	7	19.1
4	11.1	6	11.1
5	119.4	8	67.4
		9	52.0
6	16.9	8	16.9
16	5.6	10	5.6
TOTAL:	329.4		329.4

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Basswood	Sawtimber	7.0	MBF	45.0	\$37,738.50	
	Black Cherry		9.3	MBF			
	Red Maple		43.3	MBF			
	Sugar Maple		80.7	MBF			
	Yellow Birch		1.7	MBF			
	Mixed Hardwood		Pulpwood	316			Cords
	<i>Basswood</i>	6		<i>Cords</i>			
	<i>Beech</i>	67		<i>Cords</i>			
	<i>Black Cherry</i>	15		<i>Cords</i>			
	<i>Ironwood</i>	1		<i>Cords</i>			
	<i>Red Maple</i>	58		<i>Cords</i>			
	<i>Sugar Maple</i>	161	<i>Cords</i>				
<i>Yellow Birch</i>	8	<i>Cords</i>					
2	Basswood	Sawtimber	6.9	MBF	44.2	\$37,060.10	
	Black Cherry		9.2	MBF			
	Red Maple		42.5	MBF			
	Sugar Maple		79.2	MBF			
	Yellow Birch		1.7	MBF			
	Mixed Hardwood		Pulpwood	311			Cords
	<i>Basswood</i>	7		<i>Cords</i>			
	<i>Beech</i>	66		<i>Cords</i>			
	<i>Black Cherry</i>	15		<i>Cords</i>			
	<i>Ironwood</i>	1		<i>Cords</i>			
	<i>Red Maple</i>	57		<i>Cords</i>			
	<i>Sugar Maple</i>	158	<i>Cords</i>				
<i>Yellow Birch</i>	7	<i>Cords</i>					
3	Basswood	Sawtimber	2.6	MBF	16.9	\$14,170.90	
	Black Cherry		3.5	MBF			
	Red Maple		16.2	MBF			
	Sugar Maple		30.3	MBF			
	Yellow Birch		0.7	MBF			
	Mixed Hardwood		Pulpwood	119			Cords
	<i>Basswood</i>	3		<i>Cords</i>			
	<i>Beech</i>	25		<i>Cords</i>			
	<i>Black Cherry</i>	6		<i>Cords</i>			
	<i>Red Maple</i>	22		<i>Cords</i>			
	<i>Sugar Maple</i>	60		<i>Cords</i>			
	<i>Yellow Birch</i>	3	<i>Cords</i>				
4	Black Cherry	Sawtimber	2.5	MBF	29.1	\$26,365.90	
	Red Maple		77.6	MBF			
	Sugar Maple		43.7	MBF			
	Yellow Birch		0.5	MBF			
	Mixed Hardwood		Pulpwood	239			Cords
	<i>Beech</i>			17			<i>Cords</i>
	<i>Black Cherry</i>	5		<i>Cords</i>			
	<i>Red Maple</i>	123		<i>Cords</i>			
	<i>Sugar Maple</i>	93		<i>Cords</i>			
	<i>Yellow Birch</i>	1		<i>Cords</i>			
	Mixed Spruce	2	Cords				
	<i>White Spruce</i>	2	<i>Cords</i>				
5	Black Cherry	Sawtimber	1.9	MBF	22.1	\$20,017.40	
	Red Maple		59.0	MBF			
	Sugar Maple		33.2	MBF			
	Yellow Birch		0.3	MBF			
	Mixed Hardwood		Pulpwood	181			Cords

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	<i>Beech</i>	<i>Pulpwood</i>	13	<i>Cords</i>		
	<i>Black Cherry</i>		4	<i>Cords</i>		
	<i>Red Maple</i>		93	<i>Cords</i>		
	<i>Sugar Maple</i>		71	<i>Cords</i>		
	Mixed Spruce		1	Cords		
	<i>White Spruce</i>		1	<i>Cords</i>		
6	Red Maple	Sawtimber	20.4	MBF	11.1	\$10,431.60
	Sugar Maple		18.9	MBF		
	Mixed Hardwood	Pulpwood	132	Cords		
	<i>Beech</i>		5	<i>Cords</i>		
	<i>Black Cherry</i>		3	<i>Cords</i>		
	<i>Red Maple</i>		47	<i>Cords</i>		
	<i>Sugar Maple</i>		77	<i>Cords</i>		
7	Black Cherry	Sawtimber	2.5	MBF	19.1	\$17,314.95
	Red Maple		41.3	MBF		
	Sugar Maple		26.7	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		13	Cords		
	<i>B. T. Aspen</i>		13	<i>Cords</i>		
	Mixed Hardwood		236	Cords		
	<i>Beech</i>		8	<i>Cords</i>		
	<i>Black Cherry</i>		2	<i>Cords</i>		
	<i>Red Maple</i>		127	<i>Cords</i>		
	<i>Sugar Maple</i>		99	<i>Cords</i>		
	Mixed Spruce		4	Cords		
	<i>White Spruce</i>		4	<i>Cords</i>		
	8	Black Cherry	Sawtimber	29.8		
Red Maple			69.0	MBF		
Sugar Maple			148.9	MBF		
Mixed Hardwood		Pulpwood	782	Cords		
<i>Beech</i>			20	<i>Cords</i>		
<i>Black Cherry</i>			28	<i>Cords</i>		
<i>Ironwood</i>			6	<i>Cords</i>		
<i>Red Maple</i>			179	<i>Cords</i>		
<i>Sugar Maple</i>			549	<i>Cords</i>		
9		Black Cherry	Sawtimber	13.9	MBF	52.0
	Red Maple		49.7	MBF		
	Sugar Maple		83.1	MBF		
	Mixed Hardwood	Pulpwood	487	Cords		
	<i>Beech</i>		16	<i>Cords</i>		
	<i>Black Cherry</i>		12	<i>Cords</i>		
	<i>Red Maple</i>		130	<i>Cords</i>		
	<i>Sugar Maple</i>		329	<i>Cords</i>		
10	Balsam Fir	Pulpwood	47	Cords	5.6	\$1,085.05
	Mixed Aspen		4	Cords		
	<i>Quaking Aspen</i>		4	<i>Cords</i>		
	Mixed Hardwood		24	Cords		
	<i>Black Cherry</i>		5	<i>Cords</i>		
	<i>Red Maple</i>		19	<i>Cords</i>		
	Mixed Spruce		5	Cords		
	<i>Black Spruce</i>		5	<i>Cords</i>		
	Tamarack		4	Cords		
TOTAL:			1,057.7	MBF		
TOTAL:			2,909	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Lakes Camp East

Sale Number: 41-819-21 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 Federal land 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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-9, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 10, all aspen trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization. In addition, cut all trees marked in blue paint regardless of merchantability.

2.2 - Utilization

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) with a value over \$20,000 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.

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 excluded from the Sale Area with orange paint, and they are shown on the Timber Sale Map. The Purchaser shall not operate in or cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$10,000 as fixed, agreed, and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated 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.

4.1.4 - 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.

4.1.6 - 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. Forest Service Road cannot be opened up beyond Payment Unit 1. Forest Service Road 2348 must be used to harvest Payment Units 6, 7, and 10.

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 a four (4') foot high berm of stumps and logs covered with earth. 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. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

For completion of the sale, Forest Service 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to County Road 442.

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 10 days in advance to schedule the conference.

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

5.2.2 - 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) 1-10, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen conditions, generally this period is December 1 thru March 31. This restriction is because of sensitive soils. If dry summer conditions persist this spec can be waived by amendment. If dry summer logging does occur additional gravel will be required to make roads suitable for trucking. Up to 400 cubic yards of 3" minus breaker run gravel will be required at the loggers expense.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed on County Road 442.

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)

County Road 442 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. 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. 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.

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.

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion. slash and stumps as soon as use is complete to prevent erosion.

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

5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 County Road 442 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area determined by the Delta County Road Commission 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 the snowmobile trail (County Road 442) 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

7.3.4 - 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 5, 1994 PA 451, as amended.

Sale Number	Year
41-819	21

Forest Management Unit Shingleton	County Delta	Mapped By Burnham	Date 9/1/2021	Page 1	of 1
Compartment Number 7911086&7911087	Township 42N	Range 19w	Section(s) and Subdivision(s) 17-S1/2SE, 29-NE, NWSE 20-NE, E1/2SE, SWSE, 21-NWNW, S1/2NW, NWSW 28-NW, W1/2NE, N1/2SW	Scale: [1/4".....] = 1 mile	

Cover Type			
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Tread Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black Spruce	X = Non Stocked
F = Spruce/Fir	MC = Mixed Conifer	T = Tamarack	Y = Sand
G = Grass	MD = Mixed Deciduous		Z = Water
H = Hemlock	N = Marsh		

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

