

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7116

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on September 19, 2022.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

<u>CONTACT NAME:</u> Thomas Barnes <u>PHONE NUMBER:</u> (989) 348-6371

<u>PROSPECTUS NOTE:</u> 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, GRAYLING MANAGEMENT UNIT, for certain timber on the following described lands:

GNA2 McMasters RP (72-805-22) / T26N, R01E, SEC. 18, SENW, SWNE, NESW, NWSE.

T26N, R01E, SEC. 19, W1/2NW.

T26N, R01E, SEC. 7, SESW, SWSE.

T26N, R01W, SEC. 11, SW, SESE.

T26N, R01W, SEC. 12, SW.

T26N, R01W, SEC. 13, SWSW.

T26N, R01W, SEC. 14, NW,NE,NWSW,S1/2SW,E1/2SE.

T26N, R01W, SEC. 23, N1/2NW,N1/2NE,SENE.

T26N, R01W, SEC. 24, NW, NE, NWSW, E1/2SE.

Crawford County, Advertised Price \$264,746.00, 546.3 Acres, Jack Pine, Red Pine.

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

HRD restrictions apply to all Payment Units except Payment Units 14 and 17. All units are subject to oak wilt timing restrictions. Recreation trails within the vicinity of the sale. This is a Good Neighbor Authority (GNA) timber sale on National Forest land. This timber sale 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 and Requirements containing the acronym 'GNA'. All Payment Units were marked and cruised through a timber marking contract, Upper Michigan Land Management and Wildlife Services Inc. - Timber sale follows USFS paint color scheme. - Shortwood operation required in cut tree marked thinning units.

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 McMasters RP (72-805-22)

T26N, R01E, SEC. 18; T26N, R01E, SEC. 19; T26N, R01E, SEC. 7; T26N, R01W, SEC. 11; T26N, R01W, SEC. 12; T26N, R01W, SEC. 11; T26N, R01W, SEC. 12; T26N, R01W, SEC. 14; T26N, R01W, SEC. 23; T26N, R01W, SEC. 24.

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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:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	67.0	MBF	\$	105.00 / MBF
Mixed Aspen	291.2	MBF	\$	52.00 / MBF
Red Pine	425.2	MBF	\$	90.00 / MBF
White Pine	10.2	MBF	\$	61.00 / MBF
Pulpwood				
Balsam Fir	26	Cords	\$	9.55 / Cord
Jack Pine	1,824	Cords	\$	15.70 / Cord
Mixed Aspen	808	Cords	\$	26.80 / Cord
Mixed Hardwood	300	Cords	\$	23.55 / Cord
Mixed Oak	301	Cords	\$	22.50 / Cord
Mixed Spruce	62	Cords	\$	13.85 / Cord
Red Pine	4,128	Cords	\$	32.20 / Cord
White Pine	274	Cords	\$	20.15 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.59 percent. There are an estimated 9,659 cords on this timber sale, plus or minus 831 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 \$13,237.30 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

JNII NUMBER	PERCENT OF TOTAL SALE VA
01	3.7%
02	6.3%
03	0.5%
04	2.0%
05	7.5%
06	5.4%
07	5.5%
08	4.9%
09	5.6%
10	4.6%
11	6.1%
12	7.3%
13	9.7%
14	5.1%
15	3.1%
16	1.2%
17	4.6%
18	3.3%
19	3.9%
20	5.6%
21	4.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/19/2027.

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.

VOL	UME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
763,087	9,659	8.59%	8,829	10,490	

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.

	VOL	JME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	69,223	876	19.73%	703	1,049
4	19,749	250	73.62%	66	434
8	48,578	615	28.35%	441	789
10	9,746	123	98.16%	2	244
11	36,992	468	35.61%	302	635
12	64,547	817	18.80%	663	971
13	12,477	158	42.59%	91	225
15	31,632	400	29.47%	282	518
18	27,025	342	28.21%	246	439
19	38,778	491	32.66%	331	651
20	41,872	530	33.65%	352	708
23	46,279	586	44.74%	324	848
29	39,421	499	15.49%	422	576
31	51,359	650	29.97%	455	845
36	4,723	60	57.37%	25	94
38	19,328	245	86.83%	32	457
45	30,828	390	38.63%	239	541
94	4,708	60	103.49%	2	121
708	11,563	146	0.00%	146	146
901	62,816	795	25.28%	594	996
908	21,186	268	53.38%	125	411
911	40,868	517	32.37%	350	685
936	29,390	372	65.96%	127	617
TOTAL:	763,087	9,659		6,316	13,003

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	88.7	1	1.5
		2	87.2
4	4.6	1	4.6
8	15.9	5	15.9
10	7.7	16	7.7
11	37.8	6	37.8
12	57.8	9	57.8
13	8.6	8	8.6
15	18.9	8	18.9
18	17.7	21	17.7
19	25.5	11	25.5
20	24.5	14	24.5
23	16.7	12	16.7
29	42.1	20	42.1
31	26.5	7	26.5
36	4.5	1	4.5
38	10.3	15	10.3
45	23.1	10	23.1
94	3.6	3	3.6
708	1.5	4	1.5
901	48.3	13	48.3
908	12.7	18	12.7
911	37.1	17	37.1
936	12.2	19	12.2
TOTAL:	546.3		546.3

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	1.3	MBF	10.6	\$9,802.95
	BI/R/Hybrid Oak		1.3	MBF		
	Red Pine		19.1	MBF		
	Jack Pine	Pulpwood	40	Cords		
	Jack Pine	Sawtimber	1.7	MBF		
	Jack Pine	Pulpwood	37	Cords		
	Mixed Oak	, alpitooa	11	Cords		
	BI/R/Hybrid Oak		9	Cords		
	White Oak		2	Cords		
	Red Pine		219	Cords		
	White Pine		1	Cords		
		Caustinahan			07.0	Φ4C 774 00
2	BI/R/Hybrid Oak	Sawtimber	27.1	MBF	87.2	\$16,774.20
	BI/R/Hybrid Oak		27.1	MBF		
	Red Pine		6.4	MBF		
	White Pine		1.7	MBF		
	Balsam Fir	Pulpwood	20	Cords		
	Balsam Fir	Sawtimber	0.7	MBF		
	Balsam Fir	Pulpwood	19	Cords		
	Jack Pine		543	Cords		
	Jack Pine	Sawtimber	36.3	MBF		
	Jack Pine	Pulpwood	470	Cords		
	Mixed Hardwood	,	4	Cords		
	Black Cherry		4	Cords		
	Mixed Oak		88	Cords		
	White Oak	Sawtimber	0.7	MBF		
	BI/R/Hybrid Oak	Pulpwood	85	Cords		
	White Oak	i aipwood	2	Cords		
			10	Cords		
	Mixed Spruce	0		I		
	White Spruce	Sawtimber	1.9	MBF		
	Black Spruce	Pulpwood	4	Cords		
	White Spruce		2	Cords		
	Red Pine		27	Cords		
	White Pine		72	Cords		
3	BI/R/Hybrid Oak	Sawtimber	1.9	MBF	3.6	\$1,219.55
	BI/R/Hybrid Oak		1.9	MBF		
	Jack Pine	Pulpwood	36	Cords		
	Jack Pine	Sawtimber	5.6	MBF		
	Jack Pine	Pulpwood	25	Cords		
	Mixed Oak	, ,	5	Cords		
	BI/R/Hybrid Oak		5	Cords		
	Red Pine		5	Cords		
	White Pine		9	Cords		
		Sawtimber	0.9	MBF	1.5	\$5,195.75
1	BI/R/Hybrid Oak		0.9	l	1.3	φυ, 190.70
4	BI/R/Hybrid Oak	Sawtimber	0.0	N/DE		
4	BI/R/Hybrid Oak	Jawumber	0.9	MBF MDE		
4	<i>Bl/R/Hybrid Oak</i> Red Pine		11.0	MBF		
4	BI/R/Hybrid Oak Red Pine Mixed Hardwood	Pulpwood	11.0 9	MBF Cords		
4	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple		11.0 9 <i>9</i>	MBF Cords <i>Cords</i>		
4	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak		11.0 9 9 3	MBF Cords <i>Cords</i> Cords		
4	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple		11.0 9 9 3 3	MBF Cords Cords Cords		
4	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak		11.0 9 9 3	MBF Cords <i>Cords</i> Cords		
	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak BI/R/Hybrid Oak		11.0 9 9 3 3	MBF Cords Cords Cords	15.9	\$19,845.80
	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak BI/R/Hybrid Oak Red Pine Red Pine	Pulpwood Sawtimber	11.0 9 9 3 3 119	MBF Cords Cords Cords Cords	15.9	\$19,845.80
5	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak BI/R/Hybrid Oak Red Pine Red Pine Mixed Aspen	Pulpwood	11.0 9 9 3 3 119 42.1 8	MBF Cords Cords Cords Cords MBF Cords	15.9	\$19,845.80
	BI/R/Hybrid Oak Red Pine Mixed Hardwood Red Maple Mixed Oak BI/R/Hybrid Oak Red Pine Red Pine	Pulpwood Sawtimber	11.0 9 9 3 3 119 42.1	MBF Cords Cords Cords Cords Cords MBF	15.9	\$19,845.80

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Jack Pine	Pulpwood	47	Cords		
	Jack Pine	Sawtimber	8.9	MBF		
	Jack Pine	Pulpwood	29	Cords		
	Red Pine	·	362	Cords		
	White Pine		20	Cords		
7	BI/R/Hybrid Oak	Sawtimber	22.5	MBF	26.5	\$14,437.35
	BI/R/Hybrid Oak		22.5	MBF		, ,
	Mixed Aspen		10.6	MBF		
	B. T. Aspen		3.6	MBF		
	Quaking Aspen		7.0	MBF		
	Red Pine		7.6	MBF		
	White Pine		5.9	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Balsam Fir	Sawtimber	1.2	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Jack Pine	, apwood	, 75	Cords		
	Jack Pine	Sawtimber	15.3	MBF		
	Jack Pine	Pulpwood	44	Cords		
	Mixed Aspen	i aipwood	29	Cords		
	B. T. Aspen		14	Cords		
	Quaking Aspen		15	Cords		
	Mixed Hardwood		95	Cords		
	Red Maple	Sawtimber	8.4	MBF		
	-	Pulpwood	12	Cords		
	Black Cherry	Pulpwood	66	Cords		
	Red Maple Mixed Oak		73	Cords		
		Courtimbor		MBF		
	White Oak	Sawtimber	3.0			
	BI/R/Hybrid Oak	Pulpwood	62	Cords		
	White Oak		5	Cords		
	Mixed Spruce		52	Cords		
	Black Spruce		52	Cords		
	Red Pine		25	Cords		
	White Pine	•	152	Cords		4/2 2-/ 2
8	BI/R/Hybrid Oak	Sawtimber	4.7	MBF	27.5	\$13,054.0
	BI/R/Hybrid Oak		4.7	MBF		
	Red Pine		14.4	MBF		
	White Pine		2.6	MBF		
	Jack Pine	Pulpwood	221	Cords		
	Jack Pine	Sawtimber	20.9	MBF		
	Jack Pine	Pulpwood	179	Cords		
	Mixed Oak		24	Cords		
	BI/R/Hybrid Oak		13	Cords		
	Red Oak		11	Cords		
	Red Pine		216	Cords		
	White Pine		7	Cords		
9	Mixed Aspen	Sawtimber	1.1	MBF	57.8	\$14,933.4
	Quaking Aspen		1.1	MBF		
	Red Pine		8.3	MBF		
	Jack Pine	Pulpwood	620	Cords		
	Jack Pine	Sawtimber	34.4	MBF		
	Jack Pine	Pulpwood	551	Cords		
	Mixed Aspen	·	3	Cords		
	Quaking Aspen		3	Cords		
	Red Pine		134	Cords		
	BI/R/Hybrid Oak	Sawtimber	1.2	MBF	23.1	\$12,164.3

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Red Oak	Sawtimber	1.2	MBF		
	Red Pine		20.6	MBF		
	Jack Pine	Pulpwood	65	Cords		
	Jack Pine	Sawtimber	1.3	MBF		
	Jack Pine	Pulpwood	62	Cords		
	Mixed Oak	·	8	Cords		
	Red Oak		8	Cords		
	Red Pine		279	Cords		
11	Red Pine	Sawtimber	27.5	MBF	25.5	\$16,111.50
	Mixed Oak	Pulpwood	5	Cords		Ψ.ο,ος
	BI/R/Hybrid Oak	•	5	Cords		
	Red Pine		420	Cords		
12	Mixed Aspen	Sawtimber	17.8	MBF	16.7	\$19,352.60
12	Quaking Aspen	Sawtillibel	17.8	MBF	10.7	φ19,332.00
	Red Pine		48.1	MBF		
	Mixed Aspen	Pulpwood	40.1 7	Cords		
	· ·	Pulpwood		_		
	Quaking Aspen		7	Cords		
40	Red Pine	0 " 1	432	Cords	40.0	*05.707.05
13	Mixed Aspen	Sawtimber	22.8	MBF	48.3	\$25,737.85
	B. T. Aspen		19.3	MBF		
	Quaking Aspen		3.5	MBF		
	Red Pine		76.2	MBF		
	Mixed Aspen	Pulpwood	53	Cords		
	B. T. Aspen		11	Cords		
	Quaking Aspen		42	Cords		
	Mixed Hardwood		13	Cords		
	Red Maple		13	Cords		
	Mixed Oak		7	Cords		
	Red Oak		7	Cords		
	Red Pine		491	Cords		
14	Bl/R/Hybrid Oak	Sawtimber	2.5	MBF	24.5	\$13,440.00
	BI/R/Hybrid Oak		2.5	MBF		
	Mixed Aspen		66.1	MBF		
	B. T. Aspen		14.1	MBF		
	Quaking Aspen		52.0	MBF		
	Mixed Aspen	Pulpwood	329	Cords		
	B. T. Aspen	•	18	Cords		
	Quaking Aspen		311	Cords		
	Mixed Hardwood		22	Cords		
	Red Maple		22	Cords		
	, Mixed Oak		18	Cords		
	BI/R/Hybrid Oak		18	Cords		
15	BI/R/Hybrid Oak	Sawtimber	2.7	MBF	10.3	\$8,282.30
10	BI/R/Hybrid Oak		2.7	MBF	10.0	Ψ0,202.00
	Red Pine		29.7	MBF		
	Mixed Oak	Pulpwood	29.7	Cords		
		•	2			
	BI/R/Hybrid Oak			Cords		
40	Red Pine	0	164	Cords		#0.40F.0F
16	BI/R/Hybrid Oak	Sawtimber	1.1	MBF	7.7	\$3,105.05
	BI/R/Hybrid Oak		1.1	MBF		
	Mixed Aspen		10.6	MBF		
	Quaking Aspen		10.6	MBF		
	Red Pine		4.3	MBF		
	Jack Pine	Pulpwood	17	Cords		
	Jack Pine	Sawtimber	1.3	MBF		

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Jack Pine	Pulpwood	14	Cords		
	Mixed Aspen		9	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		17	Cords		
	Red Maple		17	Cords		
	Mixed Oak		5	Cords		
	BI/R/Hybrid Oak		5	Cords		
	Red Pine		32	Cords		
17	Mixed Aspen	Sawtimber	115.0	MBF	37.1	\$12,235.30
	B. T. Aspen		115.0	MBF		
	Jack Pine	Pulpwood	3	Cords		
	Jack Pine	Sawtimber	0.9	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Aspen		123	Cords		
	B. T. Aspen		112	Cords		
	Quaking Aspen		11	Cords		
	Mixed Hardwood		116	Cords		
	Red Maple	Sawtimber	1.2	MBF		
	Red Maple	Pulpwood	114	Cords		
	Mixed Oak		8	Cords		
	Red Oak		2	Cords		
	White Oak		6	Cords		
18	BI/R/Hybrid Oak	Sawtimber	1.1	MBF	12.7	\$8,847.75
	BI/R/Hybrid Oak		1.1	MBF		
	Red Pine		7.4	MBF		
	Jack Pine	Pulpwood	6	Cords		
	Jack Pine	Sawtimber	2.3	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Aspen		33	Cords		
	Quaking Aspen		33	Cords		
	Mixed Hardwood		5	Cords		
	Black Cherry	Sawtimber	1.1	MBF		
	Black Cherry	Pulpwood	3	Cords		
	Mixed Oak		35	Cords		
	BI/R/Hybrid Oak		29	Cords		
	Red Oak		6	Cords		
	Red Pine		192	Cords		
19	Mixed Aspen	Sawtimber	47.2	MBF	12.2	\$10,407.90
	Quaking Aspen		47.2	MBF		
	Red Pine		18.2	MBF		
	Mixed Aspen	Pulpwood	138	Cords		
	Quaking Aspen		138	Cords		
	Mixed Hardwood		19	Cords		
	Red Maple	Sawtimber	2.3	MBF		
	Red Maple	Pulpwood	14	Cords		
	Red Pine		63	Cords		
	White Pine		7	Cords		
20	Red Pine	Sawtimber	28.9	MBF	42.1	\$14,859.10
	Jack Pine	Pulpwood	107	Cords		
	Jack Pine		107	Cords		
	Mixed Aspen		27	Cords		
	Quaking Aspen		27	Cords		
	Mixed Oak		9	Cords		
	BI/R/Hybrid Oak		9	Cords		
	Red Pine		296	Cords	1	

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
20 con't	White Pine	Pulpwood	6	Cords		
21	Red Pine	Sawtimber	39.7	MBF	17.7	\$10,729.00
	Jack Pine	Pulpwood	44	Cords		
	Jack Pine	Sawtimber	2.5	MBF		
	Jack Pine	Pulpwood	39	Cords		
	Mixed Aspen		49	Cords		
	Quaking Aspen		49	Cords		
	Red Pine		160	Cords		
		TOTAL:	793.6	MBF		
		TOTAL:	7,723	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 McMasters RP Sale Number: 72-805-22 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 and USFS are identified with 3 vertical orange lines. Interior Payment Unit boundaries are identified by orange chevrons. Individual leave trees in fuel breaks have been identified by a single orange ring around the tree and are to be protected. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue or green paint or are as identified in spec 2.1.16 "Timber Along County or Forest Roads".

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, 7, 8, and 14, cut all trees that are two (2) inches or more at DBH except the following:

- Within Payment Units 1-3 and 7 do not cut red or white pine greater than 16" or orange marked trees.
- Within Payment Unit 8 do not cut orange marked trees.
- Within Payment Unit 14 do not cut any red pine, white pine, or white oak.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Within Payment Unit(s) 17, all trees are designated for cutting when marked with green paint above and below stump height, regardless of merchantability. Do not cut any red pine or white pine.

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

Within Payment Unit(s) 5, 6, 9-13, 15, 16, and 18-21, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows blue or green paint. Most places were marked with a take 2 leave 3 pattern but, some areas with wider spacing were marked with a take 1 leave 2 pattern. In Payment Unit's 5, 6, 9-13, 20, and 21 cut all merchantable jack pine and aspen. Do not cut oak unless it falls in cut row. Do not cut any pine greater than 26" at DBH. In addition, Payment Unit 11 has a small mortality pocket where all trees are marked to cut.

In Payment Unit's 15-18 cut all aspen, jack pine, and red maple. Do not cut oak or balsam fir unless it falls in cut row. Do not cut any pine greater than 26" at DBH.

2.1.11 - Description of timber note (2/04)

Note that Payment Unit 4 contains dead red pine that must be cut.

2.1.16 - Timber along county or forest roads (6/14)

Cut and remove all standing trees 4.6" at DBH or greater within 33 feet of the center line of McMasters Bridge Road, Eaton Trail, and the unnamed powerline road that splits Payment Unit 8.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 1-3, 7, and 8 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2) because this sale is located on non-certified USFS lands.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1-3 and 7-9 shall not exceed 6 inches for all trees. This is to facilitate planting

operations and fuel break maintenance.

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 5, 6, and 9-21. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 14, all wood must be removed by whole tree, tree segment, or roundwood. Tops may not be chipped and must be left at stump unless within 50' of Eaton Trail.

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) 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

3.4.1 - 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.

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.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are witness trees which are marked with red paint and "legacy pines" which are identified as having a diameter greater than 26" DBH. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

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 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.

4.1.11 - Permits (2/12)

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

5 - Operations

5.1 - Notification

5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 5, 6, 9-13, 15, 16, and 18-21, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

Within Payment Unit(s) 1-21, 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.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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) 1-13, 15-16, and 18-21 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.

5.2.40 - Pathway protection (10/10)

The Midland to Mackinac Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

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.

5.4.2 - 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.

5.6 - 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.

6 - Safety and Fire Prevention

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on McMasters Bridge Road, Linger Longer Road, Gammey Creek Trail, and Meridian 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.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Midland to Mackinac Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. 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.

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