



**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.**

**CONTACT NAME: Thomas Barnes**

**PHONE NUMBER: (989) 348-6371**

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

GNA2 Au Sable KW North (72-807-22) / T24N, R06E, SEC. 10, NW,NE,N1/2SE,SESE.

T24N, R06E, SEC. 11, W1/2SW.

T24N, R06E, SEC. 3 , SWNE,SW,NWSE,S1/2SE.

T24N, R06E, SEC. 4 , SESE.

T24N, R06E, SEC. 9 , NENE.

Iosco County, Advertised Price \$532,489.55, 439.8 Acres, Hardwood, 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.

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 contain the acronym 'GNA'. This sale was prepared through a timber marking contract. It has been marked and cruised by Northeast Michigan Forestry, LLC. The timber sale follows USFS paint scheme. Oak Wilt Restrictions present for all Payment Units. Wet, soft soils present along the boundary of Payment Units 1 and 2. Timber or composite mats may be needed to reinforce areas.

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 Au Sable KW North (72-807-22)

T24N, R06E, SEC. 10; T24N, R06E, SEC. 11; T24N, R06E, SEC. 3; T24N, R06E, SEC. 4; T24N, R06E, SEC. 9.  
Iosco County (Advertised Price \$532,489.55)

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

This is a Good Neighbor Authority (GNA) timber sale on National Forest Land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements contain the acronym 'GNA'. This sale was prepared through a timber marking contract. It has been marked and cruised by Northeast Michigan Forestry, LLC. The timber sale follows USFS paint scheme. Oak Wilt Restrictions present for all Payment Units. Wet, soft soils present along the boundary of Payment Units 1 and 2. Timber or composite mats may be needed to reinforce areas.

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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Mixed Oak	348.3 MBF	\$ 124.00 / MBF
Red Pine	2,178.6 MBF	\$ 107.00 / MBF
White Oak	26.2 MBF	\$ 75.00 / MBF
White Pine	61.6 MBF	\$ 72.00 / MBF
Pulpwood		
B. T. Aspen	56 Cords	\$ 31.65 / Cord
Jack Pine	1,333 Cords	\$ 18.60 / Cord
Mixed Oak	714 Cords	\$ 26.60 / Cord
Red Pine	5,039 Cords	\$ 38.05 / Cord
White Pine	524 Cords	\$ 23.85 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 7.26 percent. There are an estimated 14,105 cords on this timber sale, plus or minus 1,025 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 \$26,624.48 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	16.6%
02	20.9%
03	8.5%
04	5.7%
05	23.8%
06	6.3%
07	4.9%
08	13.3%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 09/30/2025.

### **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
1,114,298	14,105	7.26%	13,080	15,130

## 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
2	412,346	5,220	10.88%	4,652	5,788
6	100,605	1,273	16.73%	1,060	1,486
9	331,096	4,191	13.07%	3,643	4,739
13	71,685	907	22.35%	705	1,110
14	139,056	1,760	20.64%	1,397	2,124
113	59,511	753	19.02%	610	897
<b>TOTAL:</b>	<b>1,114,298</b>	<b>14,105</b>		<b>12,067</b>	<b>16,143</b>

## VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
2	114.4	1	50.7
		2	63.7
6	55.0	3	55.0
9	120.3	4	23.3
		5	97.0
13	42.9	6	42.9
14	72.4	8	72.4
113	34.8	7	34.8
<b>TOTAL:</b>	<b>439.8</b>		<b>439.8</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	504.5	MBF	50.7	\$88,432.25
	White Pine		19.4	MBF		
	B. T. Aspen	Pulpwood	17	Cords		
	<i>B. T. Aspen</i>	<i>Sawtimber</i>	2.0	<i>MBF</i>		
	<i>B. T. Aspen</i>	<i>Pulpwood</i>	13	<i>Cords</i>		
	Jack Pine		144	Cords		
	<i>Jack Pine</i>	<i>Sawtimber</i>	10.4	<i>MBF</i>		
	<i>Jack Pine</i>	<i>Pulpwood</i>	123	<i>Cords</i>		
	Mixed Oak		20	Cords		
	<i>Northern Pin Oak</i>		12	<i>Cords</i>		
	<i>White Oak</i>		8	<i>Cords</i>		
	Red Pine		663	Cords		
	White Pine		171	Cords		
2	Red Pine	Sawtimber	633.8	MBF	63.7	\$111,036.20
	White Pine		24.4	MBF		
	B. T. Aspen	Pulpwood	22	Cords		
	<i>B. T. Aspen</i>	<i>Sawtimber</i>	2.5	<i>MBF</i>		
	<i>B. T. Aspen</i>	<i>Pulpwood</i>	17	<i>Cords</i>		
	Jack Pine		181	Cords		
	<i>Jack Pine</i>	<i>Sawtimber</i>	13.1	<i>MBF</i>		
	<i>Jack Pine</i>	<i>Pulpwood</i>	155	<i>Cords</i>		
	Mixed Oak		24	Cords		
	<i>Northern Pin Oak</i>		15	<i>Cords</i>		
	<i>White Oak</i>		9	<i>Cords</i>		
	Red Pine		832	Cords		
	White Pine		214	Cords		
3	Mixed Oak	Sawtimber	115.6	MBF	55.0	\$44,998.10
	<i>Northern Pin Oak</i>		113.6	<i>MBF</i>		
	<i>Red Oak</i>		2.0	<i>MBF</i>		
	Red Pine		97.7	MBF		
	White Oak		17.2	MBF		
	White Pine		15.4	MBF		
	Jack Pine	Pulpwood	155	Cords		
	<i>Jack Pine</i>	<i>Sawtimber</i>	14.2	<i>MBF</i>		
	<i>Jack Pine</i>	<i>Pulpwood</i>	127	<i>Cords</i>		
	Mixed Oak		204	Cords		
	<i>Northern Pin Oak</i>		165	<i>Cords</i>		
	<i>Red Oak</i>		1	<i>Cords</i>		
	<i>White Oak</i>		38	<i>Cords</i>		
	Red Pine		219	Cords		
	White Pine		49	Cords		
4	Mixed Oak	Sawtimber	18.9	MBF	23.3	\$30,470.00
	<i>Northern Pin Oak</i>		18.9	<i>MBF</i>		
	Red Pine		110.3	MBF		
	White Oak		1.5	MBF		
	B. T. Aspen	Pulpwood	1	Cords		
	<i>B. T. Aspen</i>		1	<i>Cords</i>		
	Jack Pine		100	Cords		
	<i>Jack Pine</i>	<i>Sawtimber</i>	12.5	<i>MBF</i>		
	<i>Jack Pine</i>	<i>Pulpwood</i>	75	<i>Cords</i>		
	Mixed Oak		40	Cords		
	<i>Northern Pin Oak</i>		37	<i>Cords</i>		
	<i>White Oak</i>		3	<i>Cords</i>		
	Red Pine		344	Cords		
	White Pine		7	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Mixed Oak	Sawtimber	78.8	MBF	97.0	\$126,742.90
	Northern Pin Oak		78.8	MBF		
	Red Pine		459.3	MBF		
	White Oak		6.2	MBF		
	B. T. Aspen	Pulpwood	4	Cords		
	B. T. Aspen		4	Cords		
	Jack Pine		415	Cords		
	Jack Pine	Sawtimber	51.9	MBF		
	Jack Pine	Pulpwood	311	Cords		
	Mixed Oak		165	Cords		
	Northern Pin Oak		154	Cords		
	White Oak		11	Cords		
	Red Pine		1,430	Cords		
	White Pine		30	Cords		
6	Mixed Oak	Sawtimber	41.3	MBF	42.9	\$33,651.65
	Northern Pin Oak		41.3	MBF		
	Red Pine		92.7	MBF		
	Jack Pine	Pulpwood	45	Cords		
	Jack Pine		45	Cords		
	Mixed Oak		79	Cords		
	Northern Pin Oak		79	Cords		
	Red Pine		400	Cords		
	White Pine		19	Cords		
	7	Mixed Oak	Sawtimber	26.8		
Northern Pin Oak			26.8	MBF		
Red Pine			73.8	MBF		
White Oak			1.3	MBF		
Jack Pine		Pulpwood	195	Cords		
Jack Pine			195	Cords		
Mixed Oak			69	Cords		
Northern Pin Oak			64	Cords		
White Oak			5	Cords		
Red Pine			243	Cords		
White Pine		11	Cords			
8	Mixed Oak	Sawtimber	66.9	MBF	72.4	\$70,870.25
	BI/R/Hybrid Oak		4.9	MBF		
	Northern Pin Oak		62.0	MBF		
	Red Pine		206.5	MBF		
	White Pine		2.4	MBF		
	B. T. Aspen	Pulpwood	12	Cords		
	B. T. Aspen		12	Cords		
	Jack Pine		98	Cords		
	Jack Pine		98	Cords		
	Mixed Oak		113	Cords		
	BI/R/Hybrid Oak		14	Cords		
	Northern Pin Oak		99	Cords		
	Red Pine		908	Cords		
	White Pine		23	Cords		
TOTAL:			2,614.7	MBF		
TOTAL:			7,666	Cords		

## **Sale Specific Conditions & Requirements**

**Sale Name: GNA2 Au Sable KW North**

**Sale Number: 72-807-22 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 are marked with orange paint. These trees will also be marked with red painted blazes on the back side of the tree marking the property line. Do not damage these trees. Exterior sale boundary lines against Forest Service lands are marked with orange paint. Interior Payment Unit boundaries are marked with orange chevrons. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### **2 - Timber Specifications**

#### **2.1 - Included Timber**

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except any oak greater than 8".

Within Payment Unit(s) 3-7, cut all trees that are two (2) inches or more at DBH, except any pine greater than 14".

Within Payment Unit 8, all trees that are two (2) inches or more at DBH are designated for cutting unless marked with orange paint above and below stump height.

#### **2.2 - Utilization**

##### **2.2.2 - Chipping required (2/18)**

The Sale Area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping to minimize the amount of residual slash. 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. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. 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). This is because of non-certified timber.

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is to facilitate planting operations.

##### **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. There will be only one division per Payment Unit.

#### **3.4 - Damaged Timber**

##### **3.4.1 - Damaged timber (7/16)**

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable

trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

## **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 chipped, utilized, or otherwise removed from the sale. 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 double earthen berms at strategic locations. 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**

#### **5.1.4 - 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**

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

Within the Sale Area, cutting, skidding, and brushing of roads 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 may occur only if haul route is brushed out before April 15.

#### **5.2.17 - Timber Mats and Interlocking Composite Mats (10/20)**

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 100 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 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.

#### 5.2.39 - ORV trail/route protection (4/18)

The Old State House is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

Trails 96, 961, and 665 are designated snowmobile trails and are shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. Fawn Road runs parallel with the snowmobile trail and can be used in place of the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. In addition, any trees cut within 5 feet of the trail must be cut flush at ground level.

### 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.

#### 5.4.5 - Soil caution (11/04)

Caution should be used between Payment Units 1 and 2 due to seasonally wet soils. Reinforcement for skid trails is recommended either by crane mats or the use of tops.

### 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 M-65 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 ORV Trail and snowmobile trails LP 665, 96, and 961 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.





## TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Year
72-807	22

Forest Management Unit Grayling FMU & USFS Huron Shores Ranger District	County Iosco	Mapped By Kubitskey	Date 7/27/2022	Page 1	of 1
--	-----------------	------------------------	-------------------	-----------	---------

Township 24N	Range 06E	Section(s) and Subdivision(s) Sec. 3 SWNE, SW, NWSE, S1/2SE Sec 4 SESE, Sec 9 NENE, Sec 10 N1/2, N1/2SE, SESE, Sec 11 W1/2SW	Scale 1:15,840
-----------------	--------------	--	-------------------

## Cover Type

A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

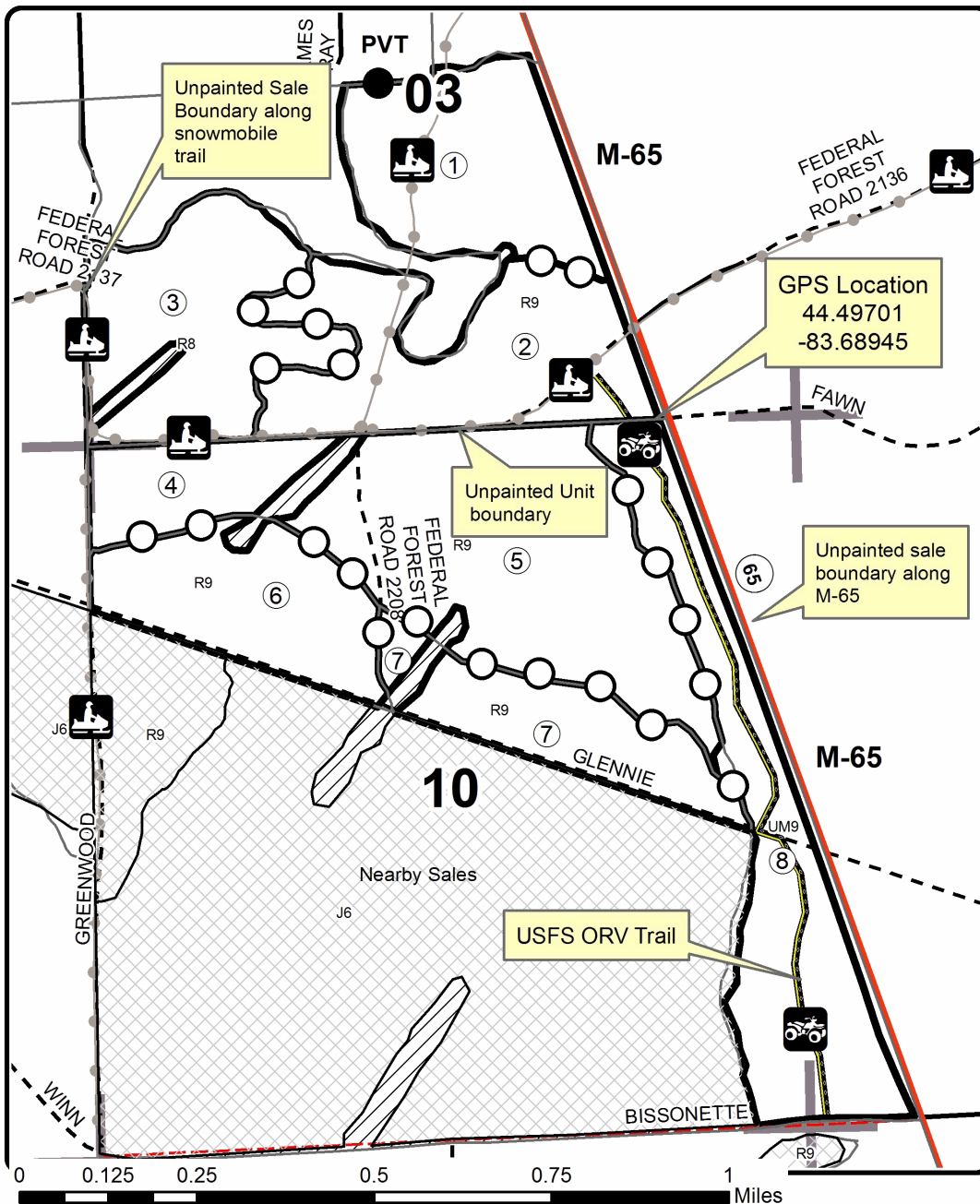
## Density

0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well

PU	Acres	PU	Acres
1	50.7	5	97
2	63.7	6	42.9
3	55	7	34.8
4	23.3	8	72.4

## GNA2 Au Sable KW North

Compartment 7926307  
439.8 Acres



## Legend

- Against Forest Service (Orange)
- Payment Unit (Orange Chevrons)
- Private Line (Orange/Red Blazes)
- ▨ Retention Area (Orange)
- ▨ Nearby Timber Sales
- ▭ Stand Boundaries
- Recreational Trail
- Highway
- Paved Road
- Gravel Road
- County Road - Seasonal
- ② Payment Unit
- PVT Private Property
- Section Corners

Avenza Map

