



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7467**

SCHEDULED SALE DATE AND TIME: **2:00 p.m. (local time) on July 10, 2024.**

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

CONTACT NAME: Robert Burnham

PHONE NUMBER: (906) 420-1645

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

GNA2 Cache (41-801-24) / T41N, R19W, SEC. 1 , NE,N1/2SE.

T42N, R18W, SEC. 30, S1/2SW,S1/2SE.

T42N, R18W, SEC. 31, NWNW,N1/2NE,SENE,SWSW.

T42N, R19W, SEC. 25, S1/2SE.

T42N, R19W, SEC. 36, NE,SE.

Delta County, Advertised Price \$509,562.15, 365.4 Acres, Hardwood, Red Pine.

SALE NOTE: This is a Good Neighbor Authority 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 MDNR.

The Southwest Branch of the Fishdam Creek must be crossed to access Unit 12, this crossing will require the installation of a crane mat bridge. See Sale Spec 4.1.2 for details.

No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12 for additional information.

Hauling on Forest Service Road 2410 is restricted when Delta County Road Restrictions are in effect. The restriction is during spring break up.

Within Payment Unit(s) 4 and 5, harvesting is limited to frozen soil conditions, defined as frost at least 6 inches thick or compacted snow at least 12 inches thick, due to soft soils.

It is recommended, but not required, that within Payment Unit(s) 3 and 7, harvesting occur during dry summer or frozen winter due to soft soils.

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 Cache (41-801-24)

T41N, R19W, SEC. 1; T42N, R18W, SEC. 30; T42N, R18W, SEC. 31; T42N, R19W, SEC. 25; T42N, R19W, SEC. 36.

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Hauling on Forest Service Road 2410 is restricted when Delta County Road Restrictions are in effect. The restriction is during spring break up.

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It is recommended, but not required, that within Payment Unit(s) 3 and 7, harvesting occur during dry summer or frozen winter due to soft soils.

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		
Paper Birch	10.3 MBF	\$ 44.00 / MBF
Red Maple	107.0 MBF	\$ 101.00 / MBF
Pulpwood		
Balsam Fir	129 Cords	\$ 9.80 / Cord
Jack Pine	19 Cords	\$ 27.70 / Cord
Mixed Aspen	478 Cords	\$ 20.90 / Cord
Mixed Hardwood	516 Cords	\$ 21.40 / Cord
Mixed Spruce	161 Cords	\$ 13.60 / Cord
Paper Birch	123 Cords	\$ 9.55 / Cord
Red Pine	5,770 Cords	\$ 81.40 / Cord
White Pine	124 Cords	\$ 19.65 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 21.91 percent. There are an estimated 7,602 cords on this timber sale, plus or minus 1,666 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 \$25,478.11 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	3.7%
02	10.0%
03	4.0%
04	2.5%
05	1.2%
06	2.5%
07	7.2%
08	8.4%
09	9.1%
10	6.5%
11	8.1%
12	1.9%
13	7.8%
14	14.8%
15	12.3%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2027.

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.

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
600,594	7,602	21.91%	5,937	9,268

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			RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	175,886	2,226	12.25%	1,954	2,499
2	130,195	1,648	20.96%	1,303	1,993
3	72,322	915	21.04%	723	1,108
4	25,588	324	35.20%	210	438
5	13,685	173	47.24%	91	255
6	82,511	1,044	24.51%	788	1,300
7	24,654	312	44.02%	175	449
8	32,698	414	46.13%	223	605
9	43,055	545	31.46%	374	716
TOTAL:	600,594	7,602		5,840	9,365

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	114.3	13	25.6
		14	48.6
		15	40.1
2	83.7	9	32.1
		10	22.9
		11	28.7
3	58.0	1	16.3
		2	41.7
4	16.8	2	1.7
		3	15.1
		4	8.8
5	8.8	4	8.8
		7	21.0
6	45.7	8	24.7
		5	11.5
7	11.5	5	11.5
8	11.0	12	11.0
9	15.6	6	15.6
TOTAL:	365.4		365.4

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	1.2	MBF	16.3	\$18,990.10
	Red Maple		3.2	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Jack Pine		1	Cords		
	Mixed Hardwood		12	Cords		
	<i>Red Maple</i>		12	<i>Cords</i>		
	Paper Birch		8	Cords		
	Red Pine		224	Cords		
	2	Paper Birch	Sawtimber	2.9		
Red Maple			8.2	MBF		
Balsam Fir		Pulpwood	5	Cords		
Jack Pine			4	Cords		
Mixed Hardwood			30	Cords		
<i>Red Maple</i>			30	<i>Cords</i>		
Paper Birch			20	Cords		
Red Pine			600	Cords		
White Pine			5	Cords		
3	Jack Pine	Pulpwood	8	Cords	15.1	\$20,313.45
	Red Pine		235	Cords		
	White Pine		49	Cords		
4	Red Maple	Sawtimber	1.7	MBF	8.8	\$12,689.70
	Mixed Hardwood	Pulpwood	22	Cords		
	<i>Red Maple</i>		22	<i>Cords</i>		
	Red Pine		148	Cords		
5	Paper Birch	Sawtimber	2.2	MBF	11.5	\$5,917.75
	Red Maple		20.0	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Mixed Aspen		8	Cords		
	<i>B. T. Aspen</i>		8	<i>Cords</i>		
	Mixed Hardwood		70	Cords		
	<i>Red Maple</i>		70	<i>Cords</i>		
	Mixed Spruce		107	Cords		
	<i>Black Spruce</i>	<i>Sawtimber</i>	6.5	<i>MBF</i>		
	<i>Black Spruce</i>	<i>Pulpwood</i>	94	<i>Cords</i>		
Paper Birch		61	Cords			
6	Paper Birch	Sawtimber	1.0	MBF	15.6	\$12,732.00
	Red Maple		44.1	MBF		
	Balsam Fir	Pulpwood	54	Cords		
	Mixed Aspen		80	Cords		
	<i>B. T. Aspen</i>		80	<i>Cords</i>		
	Mixed Hardwood		204	Cords		
	<i>Black Cherry</i>		4	<i>Cords</i>		
	<i>Red Maple</i>		200	<i>Cords</i>		
	Mixed Spruce		14	Cords		
	<i>Black Spruce</i>		11	<i>Cords</i>		
	<i>White Spruce</i>		3	<i>Cords</i>		
	Paper Birch		25	Cords		
	White Pine		63	Cords		
	7	Red Maple	Sawtimber	3.8		
Balsam Fir		Pulpwood	7	Cords		
Mixed Aspen			4	Cords		
<i>B. T. Aspen</i>			4	<i>Cords</i>		
Mixed Hardwood			13	Cords		
<i>Red Maple</i>			13	<i>Cords</i>		
Mixed Spruce			9	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	<i>Black Spruce</i>	<i>Sawtimber</i>	1.0	<i>MBF</i>		
	<i>Black Spruce</i>	<i>Pulpwood</i>	7	<i>Cords</i>		
	Red Pine		437	<i>Cords</i>		
8	Red Maple	<i>Sawtimber</i>	4.5	<i>MBF</i>	24.7	\$42,883.80
	Balsam Fir	<i>Pulpwood</i>	9	<i>Cords</i>		
	Mixed Aspen		5	<i>Cords</i>		
	<i>B. T. Aspen</i>		5	<i>Cords</i>		
	Mixed Hardwood		16	<i>Cords</i>		
	<i>Red Maple</i>		16	<i>Cords</i>		
	Mixed Spruce		10	<i>Cords</i>		
	<i>Black Spruce</i>	<i>Sawtimber</i>	1.2	<i>MBF</i>		
	<i>Black Spruce</i>	<i>Pulpwood</i>	8	<i>Cords</i>		
	Red Pine		513	<i>Cords</i>		
9	Paper Birch	<i>Sawtimber</i>	1.2	<i>MBF</i>	32.1	\$46,280.90
	Red Maple		7.0	<i>MBF</i>		
	Balsam Fir	<i>Pulpwood</i>	3	<i>Cords</i>		
	Jack Pine		2	<i>Cords</i>		
	Mixed Aspen		20	<i>Cords</i>		
	<i>B. T. Aspen</i>		20	<i>Cords</i>		
	Mixed Hardwood		42	<i>Cords</i>		
	<i>Red Maple</i>		42	<i>Cords</i>		
	Mixed Spruce		1	<i>Cords</i>		
	<i>Black Spruce</i>		1	<i>Cords</i>		
	Paper Birch		1	<i>Cords</i>		
	Red Pine		541	<i>Cords</i>		
	White Pine		3	<i>Cords</i>		
	10	Paper Birch	<i>Sawtimber</i>	0.8		
Red Maple			5.0	<i>MBF</i>		
Balsam Fir		<i>Pulpwood</i>	2	<i>Cords</i>		
Jack Pine			2	<i>Cords</i>		
Mixed Aspen			14	<i>Cords</i>		
<i>B. T. Aspen</i>			14	<i>Cords</i>		
Mixed Hardwood			30	<i>Cords</i>		
<i>Red Maple</i>			30	<i>Cords</i>		
Mixed Spruce			1	<i>Cords</i>		
<i>Black Spruce</i>			1	<i>Cords</i>		
Paper Birch			1	<i>Cords</i>		
Red Pine			386	<i>Cords</i>		
White Pine			2	<i>Cords</i>		
11	Paper Birch	<i>Sawtimber</i>	1.0	<i>MBF</i>	28.7	\$41,311.75
	Red Maple		6.3	<i>MBF</i>		
	Balsam Fir	<i>Pulpwood</i>	3	<i>Cords</i>		
	Jack Pine		2	<i>Cords</i>		
	Mixed Aspen		18	<i>Cords</i>		
	<i>B. T. Aspen</i>		18	<i>Cords</i>		
	Mixed Hardwood		37	<i>Cords</i>		
	<i>Red Maple</i>		37	<i>Cords</i>		
	Mixed Spruce		1	<i>Cords</i>		
	<i>Black Spruce</i>		1	<i>Cords</i>		
	Paper Birch		1	<i>Cords</i>		
	Red Pine		483	<i>Cords</i>		
White Pine		2	<i>Cords</i>			
12	Red Maple	<i>Sawtimber</i>	3.2	<i>MBF</i>	11.0	\$9,856.10
	Balsam Fir	<i>Pulpwood</i>	27	<i>Cords</i>		
	Mixed Aspen		296	<i>Cords</i>		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12 con't	<i>B. T. Aspen</i>	<i>Pulpwood</i>	296	<i>Cords</i>		
	Mixed Hardwood		31	Cords		
	<i>Red Maple</i>		31	<i>Cords</i>		
	Mixed Spruce		18	Cords		
	<i>White Spruce</i>	<i>Sawtimber</i>	5.3	<i>MBF</i>		
	<i>White Spruce</i>	<i>Pulpwood</i>	7	<i>Cords</i>		
	Paper Birch		6	Cords		
	Red Pine		26	Cords		
13	Balsam Fir	Pulpwood	2	Cords	25.6	\$39,931.90
	Mixed Aspen		7	Cords		
	<i>B. T. Aspen</i>		7	<i>Cords</i>		
	Mixed Hardwood		2	Cords		
	<i>Red Maple</i>		2	<i>Cords</i>		
	Red Pine		488	Cords		
14	Balsam Fir	Pulpwood	3	Cords	48.6	\$75,702.60
	Mixed Aspen		14	Cords		
	<i>B. T. Aspen</i>		14	<i>Cords</i>		
	Mixed Hardwood		4	Cords		
	<i>Red Maple</i>		4	<i>Cords</i>		
	Red Pine		925	Cords		
15	Balsam Fir	Pulpwood	2	Cords	40.1	\$62,524.20
	Mixed Aspen		12	Cords		
	<i>B. T. Aspen</i>		12	<i>Cords</i>		
	Mixed Hardwood		3	Cords		
	<i>Red Maple</i>		3	<i>Cords</i>		
	Red Pine		764	Cords		
TOTAL:			117.3	MBF		
TOTAL:			7,320	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Cache

Sale Number: 41-801-24 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 forest service are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint.

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 unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 12, cut all aspen and hardwood trees that are two (2) inches or more at DBH, except trees marked in green. In addition, cut all other trees that meet minimum Utilization specifications in 2.1 except trees marked in green paint.

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

Within Payment Unit(s) 1 - 4, 7 - 11 & 13 - 15, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 5 and 6, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except cedar, hemlock and trees marked with green paint above and below stump height.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 6 inches for trees smaller than 10 inches DBH.

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 greater than \$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 with the sale boundary beyond Payment Unit 12. 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

4.1.2 - Stream crossings, specific (3/11)

The Southwest Branch of the Fishdam Creek must be crossed to access Unit 12, this crossing will require the installation of a crane mat bridge. This installation and removal will be performed in accordance with the specifications on the appropriate EGLE permits which shall be provided by the DNR. All bridge materials are the responsibility of the producer.

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 (3/23)

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 contract prices or average prices, if not on the contract.

4.1.7 - Road closure (10/11)

All new back-ins will be slashed in with stumps and brush when the sale is complete. Contact the Sale Administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. Only existing roads can be used. Back-ins will be required for decking and locations will be determined at the Pre-Sale conference.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling is restricted on Forest Service Road 2410. The restriction may occur during spring breakup/Delta County Road Restrictions are in effect.

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

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (9/16)

All slash must be removed at least 10 feet from the cleared right-of-way of forest service roads. Within 25 feet of forest service roads, slash must be reduced to 1 foot and no higher than 4 feet anywhere else. Slash cannot be windrowed.

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) 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen soil conditions, defined as frost at least 6 inches thick or compacted snow at least 12 inches thick. This restriction is because of soft soils.

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.

5.2.4 - Dead and Down Creation

5.2.4.1 - Dead and down creation, marked trees (10/13)

Within Units 1 -4, 7 - 11 & 13 - 15, trees marked in yellow paint must be topped at 15 feet (preferably 20 feet) off the ground. The top must be left intact on the ground and the remainder of the tree must be left standing. This is being done to create snags in the stands.

5.2.4.6 - Dead and down creation, other (9/09)

To encourage grouse, in Payment Unit 6, trees marked in yellow must be felled and left as they lie for drumming logs. These trees should be cut as low as possible.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 3 and 7, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because there may be areas with the Units with soft soils.

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 KK Road or Forest Service Road 2410.

5.2.41 - Snowmobile trail protection (9/11)

Snowmobile Trail 2 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. If the trail is plowed there must be a smooth transition at the point the trail is no longer plowed, no snowbanks or snow piles can accumulate to cause a hazard. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.7 - Rutting restriction, Riparian Management Zone (RMZ) (1/09)

Within the Riparian Management Zones (RMZ), operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (4/24)

(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

5.8.4 - Red shoulder hawk or goshawk (2) (5/24)

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 ten-chain radius (31 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.

Within a one half mile radius from the nest tree there shall be no harvest activities during the breeding period. For the northern goshawk, the restriction is from March 1 to July 31. For the red-shouldered hawk, the restriction is from April 1 to August 31.

For a nest to be considered inactive, it must be observed as inactive by a wildlife biologist.

5.8.9 - Bat habitat and roost trees (5/24)

If bats are observed emerging from a tree prior to being felled, or if injured or dead bats are found after a tree is felled, notify the Unit Manager for coordination with Forest Service biologists. If the tree is determined to be a roost, the contract may be amended to include a no activity buffer (typically 150 feet radius around the roost tree or trees).

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 KK Road and Forest Service Road 2410 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Trail 2 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 525, 1994 PA 451, as amended.

Sale Number
41-801-24

Date
05/13/2024

Forest Management Unit
Shingleton Mgt Unit

County
Delta

Mapped By: George Wilson
Cruised By: UMLMWS

Scale
1:20,000

Page
1

Of
1

Township | Range | Section(s) and Subdivision(s) | Sec. 36 NE,SE;
41N / 42N | 18W/19W | Sec. 1 NE,N1/2SE; Sec. 25 S1/2SE; Sec. 30 S1/2SW,S1/2SE; Sec. 31 NWNW,N1/2NE,SENE,SWSW;

Cover Type

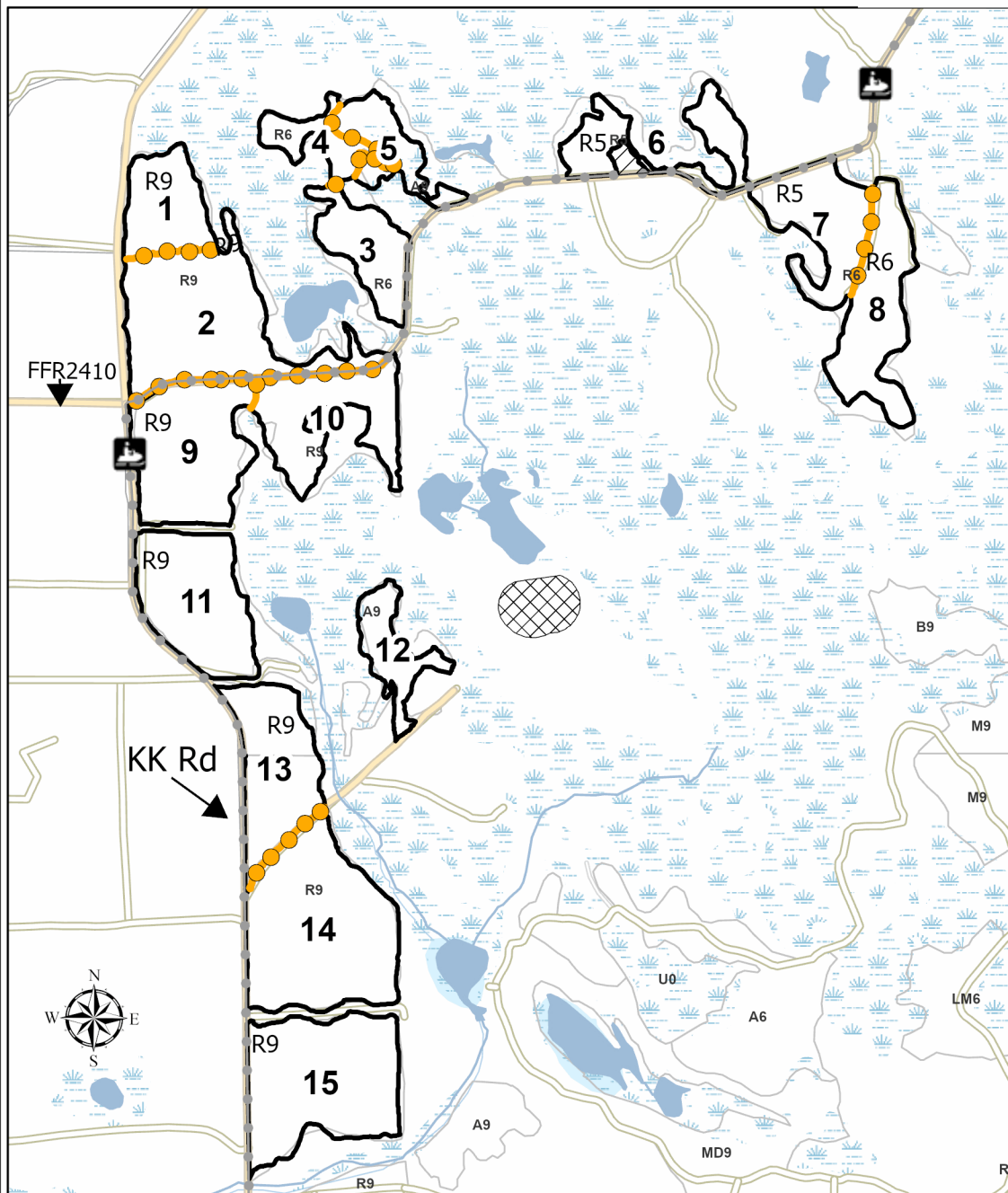
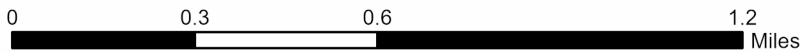
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black 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

GNA2 Cache 365.4 Acres

Compartment(s) 78, 90, 96



Legend

- Retention Area
- Special Protection Area
- Against HWNF (Orange)
- Recreational Trail
- Non-DNR Road
- Payment Unit (Orange)
- Stand
- Road_MVUM

PU #	Acres
1	16.3
2	43.4
3	15.1
4	8.8
5	11.5
6	15.6
7	21
8	24.7
9	32.1
10	22.9
11	28.7
12	11
13	25.6
14	48.6
15	40.1

