

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7647

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on June 11, 2025.

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

<u>CONTACT NAME:</u> Robert Burnham <u>PHONE NUMBER:</u> (906) 420-1645

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

GNA2 Percy Road (41-801-25) / T46N, R18W, SEC. 13, SESW, SWSE.

T46N, R18W, SEC. 24, NENW, W1/2NE, W1/2SE.

Alger County, Advertised Price \$68,121.45, 83.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: 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.

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are shown on the Timber Sale Map and excluded from the Sale Area with orange paint. See Sale Spec 3.4.3 for restrictions.

Permission for access across private land has been obtained by the USFS to utilize the road shown on private land through the existing gravel pit. See Sale Spec 4.4.1 for additional information.

Within Payment Unit(s) 1 thru 4, harvesting is limited to the period of October 1 through April 14. This restriction is because of bat habitat requirements.

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. See Sale Spec 5.6.2 for specific information.

Access may be through private land.

TIMBER SALE INFORMATION

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T46N, R18W, SEC. 13; T46N, R18W, SEC. 24.
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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	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Basswood	9.6	MBF	\$	78.00 / MBF
Beech	0.8	MBF	\$	127.00 / MBF
Black Ash	5.2	MBF	\$	44.00 / MBF
Black Cherry	1.4	MBF	\$	88.00 / MBF
Paper Birch	1.6	MBF	\$	45.00 / MBF
Red Maple	20.6	MBF	\$	93.00 / MBF
Red Oak	1.9	MBF	\$	156.00 / MBF
Sugar Maple	160.7	MBF	\$	292.00 / MBF
Pulpwood				
Balsam Fir	128	Cords	\$	11.45 / Cord
Black Spruce	33	Cords	\$	8.40 / Cord
Mixed Aspen	13	Cords	\$	30.45 / Cord
Mixed Hardwood	844	Cords	\$	18.45 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.64 percent. There are an estimated 1,491 cords on this timber sale, plus or minus 203 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 \$3,406.07 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	7.2%
02	2.6%
03	18.8%
04	71.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2028.

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.

L	VOLUME			STATISTICAL RANGE IN CORDS		
	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
	117,788	1,491	13.64%	1,288	1,694	

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
1	14,585	185	36.49%	117	252
2	4,883	62	46.41%	33	91
3	27,289	345	23.93%	263	428
4	71,030	899	19.47%	724	1,074
TOTAL:	117,788	1,491		1,137	1,845

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	16.4	1	16.4
2	3.4	2	3.4
3	39.4	3	39.4
4	23.8	4	23.8
TOTAL:	83.0		83.0

DESCRIPTION OF TIMBER BY PU (PU)

Basswood Red Maple Sugar	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Sugar Maple Balsam Fir Pulpwood 5.2 MBF Balsam Fir Black Spruce Mixed Aspen 8. T. Aspen 3 Cords Balsam Poplar 6 Cords Basswood 1 Cords Basswood Basswood 1 Cords Basswood 1 Cords Basswood Basswood 1 Cords Basswood Basswood Basswood 1 Cords Basswood	1	Basswood	Sawtimber	3.5	MBF	16.4	\$4,890.35
Balsam Fir Black Spruce Mixed Aspen Balsam Fir Black Spruce Mixed Hardwood Basswood Mixed Hardwood Basswood Mixed Hardwood Balsam For Black Spruce Mixed Aspen Mixed Hardwood Mixed		Red Maple		9.7	MBF		
Black Spruce Nixed Aspen 9 Cords B T. Aspen 3 Cords B T. Aspen 6 Cords Balsam Poplar 6 Cords Basswood 1 Cords Basswood 2 Cords Beech 4 Cords Ironwood 2 Cords Red Maple 26 Cords Sugar Maple 26 Cords Sugar Maple 26 Cords Sugar Maple 1.9 MBF 3.4 \$1,776.5 Sugar Maple 1.9 MBF 3.4 Cords Cords Cords Cords Cords Cords Cords Cords Cords Cords Sugar Maple 3 Cords Sugar Maple 2.7 MBF Sugar Maple 2.7 MBF Black Spruce 11 Cords Beech 0.8 MBF 39.4 Sugar Maple 27.2 MBF Black Spruce 11 Cords Basswood 17 Cords Basswood 189 Cords Basswood 199 Cords Basswood 11 Cords Basswood 11 Cords Basswood 12 Cords Basswood 13 Cords Basswood 14 Cords Basswood 15 Cords Basswood 16 Cords Basswood 17 Cords Basswood 189 Cords Basswood		Sugar Maple		5.2	MBF		
Mixed Aspen 9 Cords B. T. Aspen 3 Cords Balsam Poplar 6 Cords Mixed Hardwood 64 Cords Beech 4 Cords Ironwood 2 Cords Red Maple 31 Cords Sugar Maple 26 Cords Black Spruce Mixed Aspen 4 Cords Quaking Aspen 4 Cords Cords Mixed Hardwood 39 Cords Cords Basswood 1 Cords Cords Red Oak 34 Cords Sugar Maple 3 Basswood 1 Cords Red Maple 2.7 MBF 39.4 \$12,832.5 3 Basswood Sawtimber 2.3 MBF 39.4 \$12,832.5 Beech 0.8 MBF 39.4 \$12,832.5 \$12,832.5 Beech 0.8 MBF 39.4 \$12,832.5 Beech		Balsam Fir	Pulpwood	56	Cords		
B. T. Aspen Balsam Popilar Balsam Pir Paper Birch Red Maple Sugar Maple Balsam Fir Balsam Fir Paper Birch Red Maple Sugar Maple Balsam Fir Paper Birch Red Maple Balsam Fir Balsam Pir Paper Birch Red Maple Balsam Pir Mixed Hardwood Basswood Basswoo		Black Spruce		12	Cords		
Balsam Poplar		Mixed Aspen		9	Cords		
Mixed Hardwood Basswood Beech Ironwood Red Maple Sugar Maple 64 Cords 2 Cords 31 Cords 2 Cords 31 Cords 31 Cords 31 Cords 34 Cords 34 Cords 36 Black Ash Black Cherry Paper Birch Red Maple Blasam Fir Black Cherry Paper Birch Red Maple Blasam Fir Pulpwood Black Ash Black Cherry Paper Birch Red Maple Blasam Fir Pulpwood Black Ash Black Cherry I A MBF Black Cherry I A MBF Black Cherry Paper Birch Red Maple Blasam Fir Pulpwood Black Ash Black Cherry I A MBF Black Cherry I A MBF Black Cherry I A MBF Black Cherry I Cords Black Ash Black Cherry I Cords Black Cherry I Cords Black Ash Black Cherry I Cords Black Cherry I Cords		B. T. Aspen		3	Cords		
Basswood 1 Cords Cords Red Maple Sugar Maple Basswood Red Maple Sugar Maple Basswood Red Maple Sugar Maple Black Spruce Mixed Hardwood Sugar Maple Sugar		Balsam Poplar		6	Cords		
Beech		Mixed Hardwood		64	Cords		
Ironwood Red Maple Sugar Maple 26 Cords Sugar Maple Black Spruce Mixed Aspen Quaking Aspen Mixed Hardwood Red Maple Black Spruce Mixed Maple M		Basswood		1	Cords		
Red Maple Sugar Maple 26 Cords Cords Sugar Maple 1.9 MBF 3.4 \$1,776.5		Beech		4	Cords		
Red Maple Sugar Maple 26 Cords Cords Sugar Maple 1.9 MBF 3.4 \$1,776.5		Ironwood		2			
Sugar Maple					1		
Red Oak Sugar Maple Black Spruce Pulpwood 10 Cords		I					
Sugar Maple Black Spruce Pulpwood 10 Cords	2		Sawtimber		_	3.4	\$1 776 55
Black Spruce Mixed Aspen Quaking Aspen Quaking Aspen A Cords	_	_	Cawamber			0.4	ψ1,770.00
Mixed Aspen Quaking Aspen Mixed Hardwood Basswood Ironwood Red Oak Sugar Maple 4 Cords 1 Cords 3 Cords 3 Cords 3 Cords 3 Cords 3 Cords 3 Sugar Maple Balsam Fir Black Spruce Mixed Hardwood Beech Black Ash Ironwood Red Maple Sugar Maple Blaswood Black Ash Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Black Ash Black Ash Black Ash Black Ash Black Ash Black Ash Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Basswood Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood 6 Cords Basswood Black Ash Black Cherry Ironwood 552 Cords Basswood 6 Cords Basswood 6 Cords Basswood 6 Cords Basswood 8 Socy Cords Black Cherry Ironwood 552 Cords Basswood 6 Cords Basswood 7 Cords 8 Sugar Maple 8 Sugar Maple 8 Sugar Maple 8 Sugar Maple 9 Cords 502 Cords 502 Cords		1 -	Pulpwood		1		
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Mixed Hardwood Basswood 1 Cords Cords Red Oak Sugar Maple		I			1		
Basswood 1 Cords Cords Red Oak					1		
Ironwood Red Oak Sugar Maple Sugar M					1		
Red Oak Sugar Maple Sawtimber Sugar Maple Sugar					1		
Sugar Maple 34 Cords							
Sawtimber Sawt					1		
Beech Red Maple Sugar Maple Sugar Maple Balsam Fir Pulpwood Basswood Bas							
Red Maple Sugar Maple Balsam Fir Pulpwood 68 Cords Black Spruce 11 Cords Mixed Hardwood 189 Cords Basswood 11 Cords Beech 6 Cords Black Ash 3 Cords Ironwood 3 Cords Red Maple 3 Cords Sugar Maple 163 Cords 4 Basswood Sawtimber 3.8 MBF Black Cherry 1.4 MBF Paper Birch 1.6 MBF Red Maple 8.2 MBF Sugar Maple 126.4 MBF Balsam Fir Pulpwood 4 Cords Black Ash 4 Cords Black Ash 4 Cords Black Ash 4 Cords Black Ash 4 Cords Black Cherry 13 Cords Black Cherry 13 Cords	3		Sawtimber			39.4	\$12,832.55
Sugar Maple Balsam Fir Black Spruce Mixed Hardwood 189 Cords							
Balsam Fir Black Spruce Mixed Hardwood Basswood Mixed Hardwood Basswood Beech Black Ash Black Ash Black Ash Black Cherry Balsam Fir Mixed Hardwood Basswood Mixed Hardwood Basswood Mixed Hardwood Mixed Hardwoo		· ·					
Black Spruce 11 Cords Cords Basswood Basswood Beech 6 Cords Black Ash 3 Cords Red Maple Sugar Maple 163 Cords Black Cherry Paper Birch Red Maple Balsam Fir Pulpwood Mixed Hardwood Black Ash Black Cherry Paper Birch Balsam Fir Pulpwood Cords Black Cherry Dulpwood Cords Cords Black Cherry Dulpwood Cords Cords Bulpwood Cords Cords Bulpwood Cords Cords Cords Bulpwood Cord		Sugar Maple		27.2	MBF		
Mixed Hardwood 189 Cords Basswood 6 Cords Black Ash 3 Cords Ironwood 3 Cords Red Maple 3 Cords Sugar Maple 163 Cords Black Ash 5.2 MBF Black Cherry 1.4 MBF Paper Birch 1.6 MBF Red Maple 8.2 MBF Sugar Maple 126.4 MBF Balsam Fir Pulpwood 4 Cords Mixed Hardwood 552 Cords Black Ash 4 Cords Black Cherry 13 Cords Ironwood 5 Cords Paper Birch 3 Cords Red Maple 19 Cords Sugar Maple 502 Cords		Balsam Fir	Pulpwood	68	Cords		
Basswood Beech Beech Black Ash Black Ash Ironwood Red Maple Sugar Maple If Sugar Maple I		Black Spruce		11	Cords		
Beech Black Ash Black Ash Ironwood Red Maple Sugar Maple Ifos Ifos Sugar Maple Ifos I		Mixed Hardwood		189	Cords		
Black Ash		Basswood		11	Cords		
Ironwood Red Maple Sugar Maple 163 Cords		Beech		6	Cords		
Red Maple 3 Cords Sugar Maple 163 Cords 4 Basswood 3.8 MBF 23.8 \$48,622.00 Black Ash 5.2 MBF Black Cherry 1.4 MBF		Black Ash		3	Cords		
Sugar Maple 163 Cords 4 Basswood Black Ash Black Cherry 3.8 MBF 23.8 \$48,622.00 Black Ash Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Mixed Hardwood Black Ash Black Cherry Ironwood Formula Cords Fo		Ironwood		3	Cords		
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Black Ash	4		Sawtimber		_	23.8	\$48.622.00
Black Cherry Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Black Ash Black Cherry Ironwood Paper Birch Red Maple Sugar Maple Basswood Black Ash Black Cherry Ironwood Paper Birch Red Maple Sugar Maple TOTAL: 1.6 MBF MBF Cords Cords Cords Cords 126.4 MBF Cords Cords Cords Cords Cords Fords Cords MBF TOTAL: 201.8 MBF	-				1	_5.5	+ 10,022.00
Paper Birch Red Maple Sugar Maple Balsam Fir Mixed Hardwood Basswood Black Ash Black Cherry Ironwood Paper Birch Red Maple Sugar Maple TOTAL: 1.6 MBF 8.2 MBF Cords MBF 126.4 MBF Cords Cords Cords Cords Cords Cords Cords Cords Cords MBF 19 Cords Sugar Maple MBF							
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Ironwood 5 Cords							
Paper Birch 3 Cords 19 Cords					1		
Red Maple 19 Cords							
Sugar Maple 502 Cords TOTAL: 201.8 MBF		· ·					
TOTAL: 201.8 MBF					1		
		Sugar Maple		502	Cords		
TOTAL: 1,018 Cords			TOTAL:	201.8	MBF		
			TOTAL:	1,018	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Percy Road Sale Number: 41-801-25 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 USFS are marked with orange paint. Exterior sale boundary lines against private land are marked with red paint. Interior Payment Unit boundaries are marked with orange paint. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

2.1.1 - Clearcut Unit(s) with Unmerchantable Trees (6/14)

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more at DBH.

2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1 and 3, 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) 2, cut all trees that are two (2) inches or more at DBH, except do not cut northern white cedar, eastern hemlock, or any trees marked with green paint above and below stump height.

2.2 - Utilization

2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) 4 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

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are shown on the Timber Sale Map and excluded from the Sale Area with orange paint. Unless otherwise agreed, no ground disturbing activities within special protection areas. Ground disturbing activities include but are not limited to operations such as cutting trees within, felling trees into, decking/piling, parking, staging, road improvements, road reconstruction, or skidding/forwarding. If the Purchaser's operations have cut or damaged special protection areas, the Purchaser shall pay a \$10,000 fine. Such payment does not constitute ownership of the undesignated timber. Access through the Special Protection Area on the proposed road will be allowed but must be pre-approved at the Pre-Sale Meeting.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.4 - Timber Removed for Construction (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.

4.1.6 - Road Construction (4/24)

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, not left in windrows, and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. In addition, some existing roads within the Sale Area may need to be blocked. 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. In addition, stumps, slash and brush must be placed for 100' beyond the berm to render them impassable. 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land has been obtained by the USFS to utilize the road shown on private land through the existing gravel pit. The road will be extended into the sale as indicated on the Timber Sale Map for operations. Any route across private land other than this route will need to be obtained by the Producer and approved by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale Conference (10/16)

A pre-sale conference on site between the Purchaser and Sale Administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference which will allow time to coordinate with the USFS Archeologist.

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

5.2.1.1 - Slash Within Sale Area (9/16)

No trees are to be felled outside the Sale Area, and all slash is to be kept at least 10 feet back from the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1. In addition, within the Sale Area slash cannot be greater than 48 inches in height.

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. With the exception of trees in Payment Unit 4, and trees marked above and below stump height with blue paint in all other Payment Units.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1 thru 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 through April 14. This restriction is because of bat habitat requirements.

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 in the Special Protection Area.

5.2.38 - No Decking Against Live Trees (2/04)

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

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 are 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.6 - Debris and Waste Material

5.6.2 - GNA, Equipment Cleaning (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 two (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

- (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-shouldered Hawk or Goshawk (2) (1/25)

In the event that an active red-shouldered 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 August 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 2 years in a row by a wildlife biologist.

5.8.9 - Bat Habitat and Roost Trees (4/25)

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).

During operations if any sick, injured, and/or dead bats (regardless of species) are found in the Sale Area the Purchaser shall report its location to the Sale Administrator as soon as possible, but no more than 12 hours upon discovery.

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

7 - Other Conditions

SKIP

7.1.1 - GNA, Title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, Contract Suspension and Modification (5/16)

- (a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:
- (i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;
- (ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or
- (iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.
- (b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:
- (i) a no cost contract extension,
- (ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

- (c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.
- (d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - 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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