



DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #7672

REVISION NOTICE #1 - August 25, 2025

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on Thursday, September 4, 2025

LOCATION: Baraga Mgmt Unit, 427 US 41 North, Baraga, MI 49908

This prospectus has been modified with the following changes.

The sale conditions and sale map for the **GNA2 Gold Rush** timber sale (11-801-25) have been updated. Please use the attached sale conditions when bidding on this sale and disregard the original sale conditions sent with the prospectus. Please use the attached sale map when bidding on this sale and disregard the original sale map sent with the prospectus.

- **Spec 5.2.40 - Pathway protection** has had the following language added in accordance with the USFS - "Additionally, all slash within 25 feet of the trail edge must be lopped and scattered to within three (3) feet of the ground for 25 feet either side of the trail."

- The **Sale Map** has been updated, removing roads that the USFS has deemed decommissioned. All roads on new map are available for use.

We apologize for any inconvenience this may have caused. If you need assistance, please contact Brad Carlson at 906-353-6651.

**TIMBER SALE MAP**

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

Sale Number

Date

08/05/2025

Forest Management Unit

County

Mapped By: Sullivan

Scale

Page

Of

Cruised By: Sullivan/Collins

1:20,000

1

1

Township

Range

Section(s) and
Subdivision(s)**Cover Type**

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

Density

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

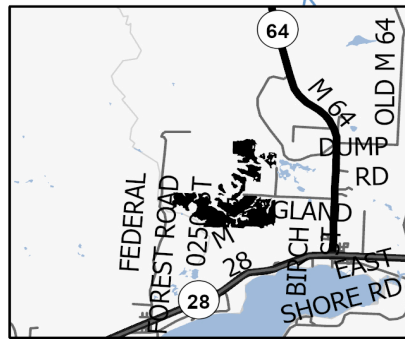
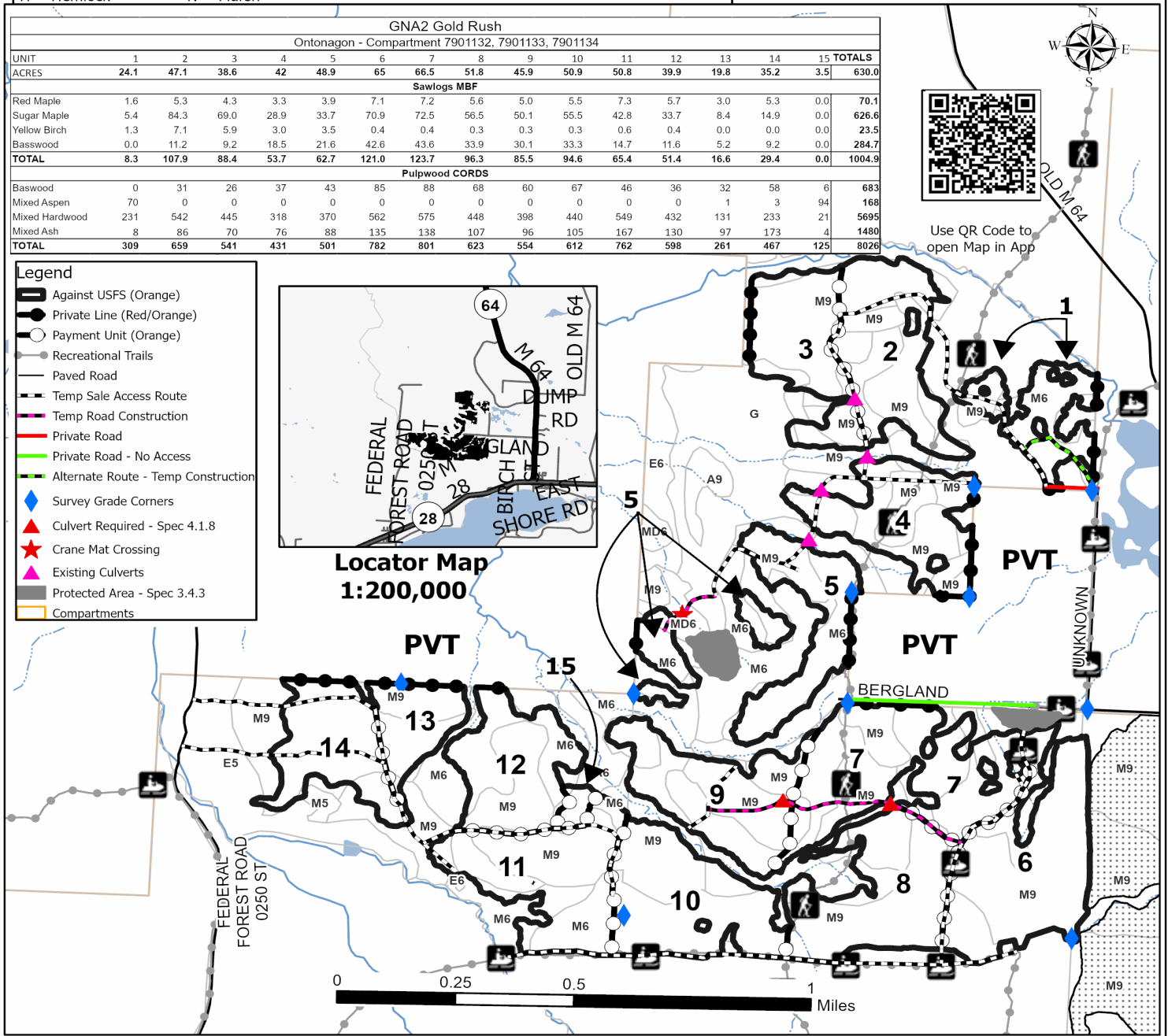
GNA2 Gold Rush

Ontonagon - Compartment 7901132, 7901133, 7901134

UNIT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTALS
ACRES	24.1	47.1	38.6	42	48.9	65	66.5	51.8	45.9	50.9	50.8	39.9	19.8	35.2	3.5	630.0
Sawlogs MBF																
Red Maple	1.6	5.3	4.3	3.3	3.9	7.1	7.2	5.6	5.0	5.5	7.3	5.7	3.0	5.3	0.0	70.1
Sugar Maple	5.4	84.3	69.0	28.9	33.7	70.9	72.5	56.5	50.1	55.5	42.8	33.7	8.4	14.9	0.0	626.6
Yellow Birch	1.3	7.1	5.9	3.0	3.5	0.4	0.4	0.3	0.3	0.3	0.6	0.4	0.0	0.0	0.0	23.5
Basswood	0.0	11.2	9.2	18.5	21.6	42.6	43.6	33.9	30.1	33.3	14.7	11.6	5.2	9.2	0.0	284.7
TOTAL	8.3	107.9	88.4	53.7	62.7	121.0	123.7	96.3	85.5	94.6	65.4	51.4	16.6	29.4	0.0	1004.9
Pulpwood CORDS																
Baswood	0	31	26	37	43	85	88	68	60	67	46	36	32	58	6	683
Mixed Aspen	70	0	0	0	0	0	0	0	0	0	0	0	1	3	94	168
Mixed Hardwood	231	542	445	318	370	562	575	448	398	440	549	432	131	233	21	5695
Mixed Ash	8	86	70	76	88	135	138	107	96	105	167	130	97	173	4	1480
TOTAL	309	659	541	431	501	782	801	623	554	612	762	598	261	467	125	8026

Legend

- Against USFS (Orange)
- Private Line (Red/Orange)
- Payment Unit (Orange)
- Recreational Trails
- Paved Road
- Temp Sale Access Route
- Temp Road Construction
- Private Road
- Private Road - No Access
- Alternate Route - Temp Construction
- Survey Grade Corners
- Culvert Required - Spec 4.1.8
- Crane Mat Crossing
- Existing Culverts
- Protected Area - Spec 3.4.3
- Compartment

**Locator Map
1:200,000**

Sale Specific Conditions & Requirements

Sale Name: GNA2 Gold Rush

Sale Number: 11-801-25 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 private property are marked with triple orange paint slash and red blaze. Exterior sale boundary lines against USFS are marked with triple orange paint slash. Interior Payment Unit boundaries are marked with double orange paint slash. 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

2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 15, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut American elm, oak, black cherry, northern white cedar, hemlock, white pine or red pine.

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

Within Payment Unit(s) 1-14, all trees are designated for cutting when marked with blue/teal paint above and below stump height, regardless of merchantability. Note that: a 50-foot buffer along the east edge of Payment Unit 6 and the south side of Payment Units 6 and 8 are marked with teal due to adjacent sales marked with blue paint.

2.2 - Utilization

2.2.3 - Stump Heights (12/24)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches at DBH and four (4) inches for trees smaller than 10 inches at DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

2.2.4 - Skidding Length (12/24)

Skidding of lengths over 17 feet is permissible as long as the Sale Administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

2.2.7 - Uncut Designated Trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and Removal (12/24)

All products meeting standards set forth in General Condition and Requirement 2.2 Utilization must be removed from the Sale Area. This is because excess woody debris inhibits regeneration.

2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-15, tops may not be chipped.

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

3.4 - Damaged Timber

3.4.1 - Damaged Timber (12/24)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

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.

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 marked with triple orange slash boundary line and letters "PA". The Purchaser shall not enter protected areas for any reason. No trees are to be felled across protected area boundary and all slash is to be kept a minimum of 10 feet away from the protected area boundary. Areas of concern will be discussed with the Purchaser at the pre-sale meeting. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall be responsible for all damages to the site and costs incurred with restoration. Such payment does not constitute ownership of the undesignated timber. FDR 303-A travels through a special protection area and can be used to access the sale but cannot be widened or altered in any way from its current state and wood will not be decked on the side of the road at any point where it passes through the protected area. This will be discussed with the Purchaser at the pre-sale meeting.

4 - Transportation**4.1 - Construction****4.1.1 - Stream Crossings, General (1/25)**

All stream crossing structures will be temporary and, therefore, shall be provided by the Purchaser and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on USFS land.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator, and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. All culverts not pre-existing in roads will be removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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.

The construction of the alternate road into Payment Unit 1 is optional. The temporary road construction accessing part of Payment Unit 5 and the temporary road through Payment Units 7, 8 and 9 are required road work (see Timber Sale Map for location details and spec 4.1.8).

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. Temporary access roads will need to be closed at the time of sale completion, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

4.1.8 - Road Work (1) (8/07)

The following road work is required: a temporary access road will need to be constructed between FDR 303-A to FDR 303-B2 in order to facilitate access to Payment Unit 9 (See Timber Sale Map for location). New roads are flagged with orange/black stripped flagging. New temporary access road through units 7, 8 and 9 have road trees marked in teal paint to designate the width. Trees will need to be harvested, then stumped for protection of residual trees. Culverts installed at designated locations (see Timber Sale Map) will be 36 inches in diameter and 24 feet in length. They will need to be removed during the following timeline due to spring runoff - March 15 to July 15. Additionally, the Purchaser will gravel all transition zones of FFR 0250 ST and Bergland road that are used to access the timber sale. This work will be completed prior to hauling. Gravel must be from a weed free source. In general, this will require five (5) to ten (10) yards of gravel per transition zone and must be completed to the satisfaction of the Sale Administrator.

4.2 - Maintenance**4.2.1 - Hauling Restriction (12/08)**

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

4.2.2 - Fill Material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Gravel or fill material must be from a weed free source. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

4.2.4 - Grading (10/16)

For completion of the sale, USFS roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two Wheel Drive Condition (2/04)

All existing trail roads on and adjacent to the Sale Area must be passable by two-wheel drive traffic for the duration of the sale.

4.4 - Access**4.4.1 - Private property access (3/11)**

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. For private landowner information contact DNR GNA staff.

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****5.2.1.11 - Slash for Reforestation (3/21)**

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags**5.2.2.1 - Den Trees (10/16)**

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

5.2.3 - Operating Restrictions**5.2.3.1 - Operating Restrictions (9/11)**

Within Payment Unit(s) 1, 4, 5, 7, 9 and 11, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of August 1 to September 30, or winter frozen ground. Within Payment Units 2, 3, 6, 8, 10 and 12-15, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of August 1 to August 31 or winter frozen ground. This restriction is due to USFS seasonal operating restrictions and bark slippage.

5.2.3.2 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-15, unless changed by written agreement, all clean-up activities must be completed by June 30 for all units that were completed during the previous harvest season. This restriction is to allow the clean-up areas to revegetate before the dry season.

5.2.30 - Landing/Road Topsoil Protection (1/25)

Topsoil on landings and new roads must be removed, stockpiled, and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per Sale Administrator's instructions.

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.

5.2.40 - Pathway Protection (10/10)

The Gogebic Ridge Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Additionally, all slash within 25 feet of the trail edge must be lopped and scattered to within three (3) feet of the ground for 25 feet either side of the trail. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the Sale Administrator. Signs will need to be posted where trail enters/exits the timber sale.

5.2.41 - Snowmobile Trail Protection (9/11)

The trails 1 and 8 are 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. 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. The hauling of forest products on the snowmobile trail are limited to Monday through Friday daylight hours during the snowmobile season. 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**5.4.1 - 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 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.

5.4.2 - Skid Trails (2/04)

Skid trails up and down slopes should be avoided. If, however, this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the Sale Administrator, seed, fertilizer, and mulch may also be required.

5.4.6 - Wet Area Protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

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 & 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 onsite evaluation and recommendation can be made, if necessary.

5.8.9 - GNA, Bat Habitat and Roost Trees (7/25)

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 Bergland Road and FFR 250/Pendock Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail 1 and 8 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.

6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Gogebic Ridge Trail prior to beginning operations. The trail must be posted where the trail enters/exits the timber sale 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**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

7.5.1 - Deteriorating Timber (7/09)

The Sale Area has received damage from Emerald Ash Borer. Emerald Ash Borer was observed by DNR staff in the sale vicinity during the summer of 2025. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

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.