



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6284**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on September 26, 2018.

LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

CONTACT NAME: Dan McNamee

PHONE NUMBER: (906) 875-6622

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

GNA Green Head Sale 1 (12-863-18) / T45N, R36W, SEC. 19, SWNW.

T45N, R37W, SEC. 13, W1/2SE.

T45N, R37W, SEC. 23, E1/2NE, NESE.

T45N, R37W, SEC. 24, NW, NE, N1/2SW, SESW, SE.

Iron County, Advertised Price \$107,036.55, 164.4 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: This is a Good Neighbor Authority (GNA) timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the Michigan DNR. Note the additional Sale Specific Conditions & Requirements containing the acronym 'GNA'.

Access may be through private or other public land.

## TIMBER SALE INFORMATION

### GNA Green Head Sale 1 (12-863-18)

T45N, R36W, SEC. 19; T45N, R37W, SEC. 13; T45N, R37W, SEC. 23; T45N, R37W, SEC. 24.  
Iron County (Advertised Price \$107,036.55)

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Access may be through private or 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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Paper Birch	75.60 MBF	\$ 57.00 / MBF
Red Maple	11.20 MBF	\$ 150.00 / MBF
Sugar Maple	2.80 MBF	\$ 406.00 / MBF
Yellow Birch	0.90 MBF	\$ 166.00 / MBF
Pulpwood		
Balsam Fir	165.00 Cords	\$ 16.70 / Cord
Mixed Aspen	1,244.00 Cords	\$ 39.25 / Cord
Mixed Hardwood	690.00 Cords	\$ 22.60 / Cord
Mixed Spruce	649.00 Cords	\$ 24.00 / Cord
Paper Birch	531.00 Cords	\$ 19.95 / Cord
Red Pine	108.00 Cords	\$ 59.40 / Cord

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$10,703.66 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2021.

**Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Balsam Fir	Pulpwood	8.0	Cords	7.3	\$2,289.40	
	Mixed Aspen		36.0	Cords			
	<i>Quaking Aspen</i>		36.0	Cords			
	Mixed Spruce		26.0	Cords			
	<i>Black Spruce</i>		4.0	Cords			
	<i>White Spruce</i>		22.0	Cords			
	Red Pine		2.0	Cords			
2	Paper Birch	Sawtimber	8.3	MBF	13.1	\$5,916.10	
	Red Maple	Pulpwood	4.2	MBF			
	Balsam Fir		18.0	Cords			
	Mixed Aspen		20.0	Cords			
	<i>Quaking Aspen</i>		20.0	Cords			
	Mixed Hardwood		107.0	Cords			
	<i>Red Maple</i>		98.0	Cords			
	<i>Sugar Maple</i>		9.0	Cords			
	Mixed Spruce		8.0	Cords			
	<i>Black Spruce</i>		4.0	Cords			
	<i>White Spruce</i>		4.0	Cords			
	Paper Birch		56.0	Cords			
	3		Balsam Fir	Pulpwood			2.0
Mixed Aspen			3.0		Cords		
<i>Quaking Aspen</i>		3.0	Cords				
Paper Birch		1.0	Cords				
Red Pine		109.0	Cords				
4	Paper Birch	Sawtimber	13.6	MBF	26.7	\$22,352.30	
	Sugar Maple	Pulpwood	0.9	MBF			
	Yellow Birch		0.9	MBF			
	Balsam Fir		12.0	Cords			
	Mixed Aspen		330.0	Cords			
	<i>B. T. Aspen</i>		31.0	Cords			
	<i>Quaking Aspen</i>		299.0	Cords			
	Mixed Hardwood		131.0	Cords			
	<i>Red Maple</i>		87.0	Cords			
	<i>Sugar Maple</i>		31.0	Cords			
	<i>Yellow Birch</i>		13.0	Cords			
	Mixed Spruce		153.0	Cords			
	<i>White Spruce</i>		153.0	Cords			
	Paper Birch		64.0	Cords			
5	Paper Birch		Sawtimber	12.1	MBF	23.8	\$16,708.50
	Red Maple	Pulpwood	2.3	MBF			
	Balsam Fir		27.0	Cords			
	Mixed Aspen		154.0	Cords			
	<i>B. T. Aspen</i>		17.0	Cords			
	<i>Quaking Aspen</i>		137.0	Cords			
	Mixed Hardwood		131.0	Cords			
	<i>Red Maple</i>		70.0	Cords			
	<i>Sugar Maple</i>		26.0	Cords			
	<i>Yellow Birch</i>		35.0	Cords			
	Mixed Spruce		156.0	Cords			
	<i>White Spruce</i>		156.0	Cords			
	Paper Birch		124.0	Cords			
6	Paper Birch		Sawtimber	14.7	MBF	22.7	\$16,536.70
	Red Maple	Pulpwood	3.2	MBF			
	Balsam Fir		3.0	Cords			
	Mixed Aspen		223.0	Cords			

**Description of Timber by Payment Unit (PU), con't**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	<i>B. T. Aspen</i>	<i>Pulpwood</i>	96.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		127.0	<i>Cords</i>		
	Mixed Hardwood		39.0	Cords		
	<i>Red Maple</i>		39.0	<i>Cords</i>		
	Mixed Spruce		140.0	Cords		
	<i>White Spruce</i>		140.0	<i>Cords</i>		
	Paper Birch		109.0	Cords		
7	Paper Birch	Sawtimber	8.7	MBF	15.0	\$12,160.55
	Balsam Fir	Pulpwood	6.0	Cords		
	Mixed Aspen		187.0	Cords		
	<i>B. T. Aspen</i>		58.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		129.0	<i>Cords</i>		
	Mixed Hardwood		61.0	Cords		
	<i>Red Maple</i>		32.0	<i>Cords</i>		
	<i>Sugar Maple</i>		29.0	<i>Cords</i>		
	Mixed Spruce		87.0	Cords		
	<i>Black Spruce</i>		16.0	<i>Cords</i>		
	<i>White Spruce</i>		71.0	<i>Cords</i>		
	Paper Birch		38.0	Cords		
8	Paper Birch	Sawtimber	4.2	MBF	11.6	\$4,575.10
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Aspen		26.0	Cords		
	<i>Quaking Aspen</i>		26.0	<i>Cords</i>		
	Mixed Hardwood		83.0	Cords		
	<i>Red Maple</i>		50.0	<i>Cords</i>		
	<i>Sugar Maple</i>		23.0	<i>Cords</i>		
	<i>Yellow Birch</i>		10.0	<i>Cords</i>		
	Mixed Spruce		20.0	Cords		
	<i>Black Spruce</i>		17.0	<i>Cords</i>		
	<i>White Spruce</i>		3.0	<i>Cords</i>		
	Paper Birch		28.0	Cords		
9	Paper Birch	Sawtimber	9.7	MBF	20.1	\$9,951.05
	Balsam Fir	Pulpwood	42.0	Cords		
	Mixed Aspen		127.0	Cords		
	<i>B. T. Aspen</i>		12.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		115.0	<i>Cords</i>		
	Mixed Hardwood		31.0	Cords		
	<i>Red Maple</i>		31.0	<i>Cords</i>		
	Mixed Spruce		49.0	Cords		
	<i>White Spruce</i>		49.0	<i>Cords</i>		
	Paper Birch		92.0	Cords		
10	Paper Birch	Sawtimber	4.3	MBF	13.8	\$10,079.35
	Red Maple		1.5	MBF		
	Sugar Maple		1.9	MBF		
	Balsam Fir	Pulpwood	23.0	Cords		
	Mixed Aspen		138.0	Cords		
	<i>B. T. Aspen</i>		56.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		82.0	<i>Cords</i>		
	Mixed Hardwood		107.0	Cords		
	<i>Red Maple</i>		24.0	<i>Cords</i>		
	<i>Sugar Maple</i>		83.0	<i>Cords</i>		
	Mixed Spruce		10.0	Cords		
	<i>White Spruce</i>		10.0	<i>Cords</i>		
	Paper Birch		19.0	Cords		

TOTAL:	90.5	MBF
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TOTAL:	3,390.0	Cords
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## Sale Specific Conditions & Requirements

Sale Name: GNA Green Head Sale 1

Sale Number: 12-863-18 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

##### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by triple slash orange paint marks, with the exception of the southern boundary of Payment Units 5 & 10, which are unpainted and identified by FDR3350. Exterior sale boundary lines against private property are marked and identified by red paint. Interior Payment Unit boundaries are marked and identified by double slash orange paint marks, with the exception of the boundary between Payment Units 2 & 3, which is unpainted and identified by FH16. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the Unit Manager or his/her sale administrator.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 4-10, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, cedar, red pine, white pine, black cherry, elm or oak. In addition, within Payment Unit 1, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 3, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

##### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 10 inches.

##### 2.2.8 - Utilization and removal (5/14)

All products not meeting standards set forth in General Condition and Requirement 2.2 - Utilization may not be removed from the sale area, e.g. tops. This is because this is a GNA sale and this volume is not included as part of the contract.

##### 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.

#### 2.3 - Log Rule

##### 2.3.1 - Log rule (12/08)

All board foot volumes of sawlog size products in this contract have been determined by the Scribner Decimal C Log Rule.

### 3 - Payments

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

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 merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in

accordance with General Condition and Requirement 3.4 Damaged Timber.

## 4 - Transportation

### 4.1 - Construction

#### 4.1.3 - 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.

#### 4.1.5 - 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. Culverts must be removed and 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. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

#### 4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: The Purchaser will gravel all transitions onto USFS maintained (OML 3 or better) roads that are used during the timber sale. This work needs to be done prior to any hauling activity. The gravel used must be from a weed free source. In general, this will require between 5 and 10 yards of gravel per transition, and must be done to the satisfaction of the sale administrator. This requirement applies to FDR3350.

#### 4.1.11 - Permits (2/12)

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

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

### 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. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

#### 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.

### 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit's 2 & 3 and FH16.

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.2 - Hazard Trees/Snags

###### 5.2.2.1 - Den trees (10/16)

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

##### 5.2.3 - Operating Restrictions

###### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 4, 8, 9, and the small portion of Payment Unit 3 adjacent to north side of Payment Unit 4, unless changed by written agreement, cutting, skidding, and hauling are only permitted during frozen winter or dry summer conditions, where operations allow the rutting specifications of this sale to be met. This restriction is due to sensitive soils.

###### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-3, 5-7, & 10, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage and spring breakup.

###### 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

###### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 4-10, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

##### 5.2.30 - Landing/road top soil protection (2/15)

Top soil 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 instructions of the sale administrator by July 15 following harvest completion to allow for re-vegetation before the dry season.

##### 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.

#### 5.4 - 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.

#### 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

#### 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 (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

### 5.7 - Protection of Historical Sites

#### 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with an orange triple slash boundary line, along with red and black flagging. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1,000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

#### 5.8 - Protection of Endangered Species

##### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

##### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on FH16 & FDR3350 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.



# TIMBER SALE MAP

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

Forest Management Unit Crystal Falls		County Iron	Mapped By Brodeur	Date 08/22/2018	Page 1	of 1
Township 45N	Range 37W	Section(s) and Subdivision(s) Sec 13 NWSE; Sec 23 E1/2NE, NESE; Sec 24; 45N 36W Sec 19 SWNW		Scale 1:15,840		

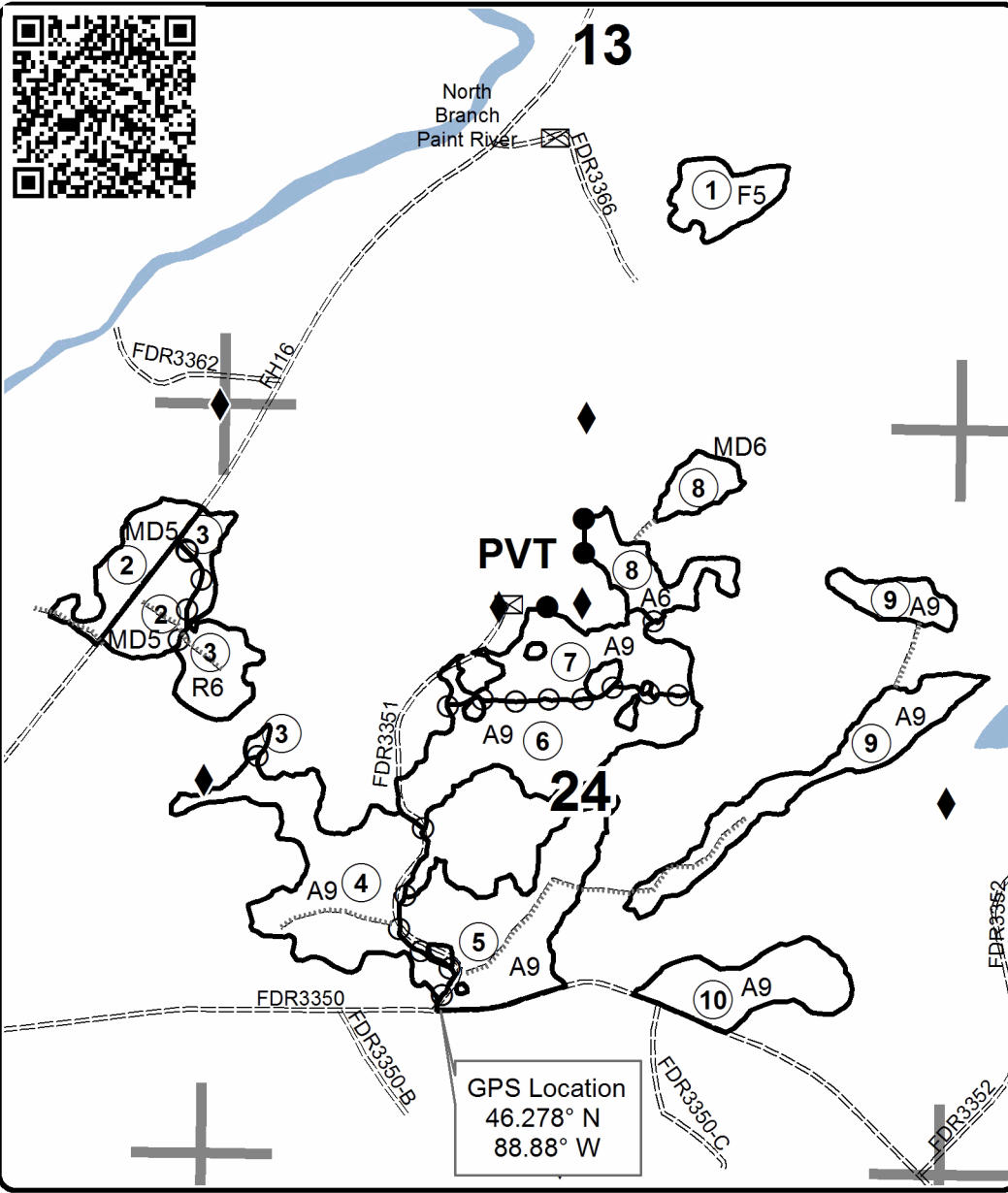
Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			

PU	Acres	PU	Acres
1	7.3	6	22.7
2	13.1	7	15.0
3	10.3	8	11.6
4	26.7	9	20.1
5	23.8	10	13.8

## GNA Green Head Sale 1

### Compartment 003

### 164.4 Acres



GPS Location  
46.278° N  
88.88° W

### Legend

- Against Federal (Triple Orange Slash)
- Payment Unit (Double Orange Slash)
- Against Private (Red Dot)
- Section Corners
- Ottawa NF Roads
- DNR - Management Access
- ◆ Survey Corners
- Lakes and Rivers
- ⊠ Gate

### Locator Map

1:200,000

