



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7466**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on September 26, 2024.**

LOCATION: **BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.**

CONTACT NAME: Brad Carlson

PHONE NUMBER: (906) 353-6651

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

GNA2 White Rabbit (11-809-24) / T47N, R40W, SEC. 10, W1/2NW,W1/2SW.

T47N, R40W, SEC. 16, NWNW,S1/2NW,NE,SW,N1/2SE,SWSE.

T47N, R40W, SEC. 17, E1/2NW,NE,NESW,E1/2SE.

T47N, R40W, SEC. 4 , SWSW.

T47N, R40W, SEC. 5 , SESE.

T47N, R40W, SEC. 8 , E1/2NE,E1/2SW,SE.

T47N, R40W, SEC. 9 , W1/2NW,E1/2NE,W1/2SW,SE.

Ontonagon County, Advertised Price \$235,653.25, 630.9 Acres, Aspen, Hardwood.

SALE NOTE: Access may be through private or other public land.

TIMBER SALE INFORMATION

GNA2 White Rabbit (11-809-24)

T47N, R40W, SEC. 10; T47N, R40W, SEC. 16; T47N, R40W, SEC. 17; T47N, R40W, SEC. 4; T47N, R40W, SEC. 5; T47N, R40W, SEC. 8
T47N, R40W, SEC. 9.

SALE NOTE: 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. 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>
Pulpwood		
Balsam Fir	215 Cords	\$ 4.55 / Cord
Mixed Aspen	11,372 Cords	\$ 18.15 / Cord
Mixed Hardwood	1,879 Cords	\$ 11.70 / Cord
Mixed Spruce	515 Cords	\$ 10.70 / Cord
Paper Birch	320 Cords	\$ 2.20 / Cord
Tamarack	16 Cords	\$ 4.65 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 6.19 percent. There are an estimated 14,318 cords on this timber sale, plus or minus 887 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 \$20,000.00 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	8.6%
02	9.0%
03	6.6%
04	7.2%
05	7.4%
06	9.2%
07	16.8%
08	8.9%
09	8.8%
10	6.2%
11	7.1%
12	4.2%

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.

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1,131,140	14,318	6.19%	13,431	15,205

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		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
2	47,074	596	21.25%	469	722
4	89,233	1,130	20.65%	896	1,363
5	287,035	3,633	12.93%	3,164	4,103
8	341,414	4,322	11.31%	3,833	4,810
13	176,682	2,236	16.51%	1,867	2,606
14	189,702	2,401	15.03%	2,040	2,762
TOTAL:	1,131,140	14,318		12,270	16,367

VDU TO PAYMENT UNIT

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

VDU	VDU ACRES	PU	PU ACRES
2	27.3	12	27.3
4	55.8	11	55.8
5	174.4	8	65.1
		9	64.0
		10	45.3
8	193.6	1	55.0
		2	57.7
		3	42.0
		4	38.9
13	84.2	7	84.2
14	95.6	4	6.1
		5	39.8
		6	49.7
TOTAL:	630.9		630.9

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	14	Cords	55.0	\$20,307.55
	Mixed Aspen		966	Cords		
	<i>B. T. Aspen</i>		4	Cords		
	<i>Quaking Aspen</i>		962	Cords		
	Mixed Hardwood		169	Cords		
	<i>Red Maple</i>		160	Cords		
	<i>White Ash</i>		9	Cords		
	Mixed Spruce		65	Cords		
	<i>Black Spruce</i>		16	Cords		
	<i>White Spruce</i>		49	Cords		
	Paper Birch		11	Cords		
	Tamarack		3	Cords		
	2		Balsam Fir	Pulpwood		
Mixed Aspen		1,013	Cords			
<i>B. T. Aspen</i>		4	Cords			
<i>Quaking Aspen</i>		1,009	Cords			
Mixed Hardwood		178	Cords			
<i>Red Maple</i>		168	Cords			
<i>White Ash</i>		10	Cords			
Mixed Spruce		69	Cords			
<i>Black Spruce</i>		18	Cords			
<i>White Spruce</i>		51	Cords			
Paper Birch		11	Cords			
Tamarack		3	Cords			
3		Balsam Fir	Pulpwood		11	Cords
	Mixed Aspen	737		Cords		
	<i>B. T. Aspen</i>	3		Cords		
	<i>Quaking Aspen</i>	734		Cords		
	Mixed Hardwood	129		Cords		
	<i>Red Maple</i>	122		Cords		
	<i>White Ash</i>	7		Cords		
	Mixed Spruce	49		Cords		
	<i>Black Spruce</i>	12		Cords		
	<i>White Spruce</i>	37		Cords		
	Paper Birch	8		Cords		
	Tamarack	2		Cords		
	4	Balsam Fir		Pulpwood	15	Cords
Mixed Aspen		825	Cords			
<i>B. T. Aspen</i>		3	Cords			
<i>Quaking Aspen</i>		822	Cords			
Mixed Hardwood		122	Cords			
<i>Red Maple</i>		116	Cords			
<i>White Ash</i>		6	Cords			
Mixed Spruce		49	Cords			
<i>Black Spruce</i>		11	Cords			
<i>White Spruce</i>		38	Cords			
Paper Birch		7	Cords			
Tamarack		2	Cords			
5		Balsam Fir	Pulpwood		29	Cords
	Mixed Aspen	926		Cords		
	<i>Quaking Aspen</i>	926		Cords		
	Mixed Hardwood	22		Cords		
	<i>Red Maple</i>	22		Cords		
	Mixed Spruce	24		Cords		
	<i>White Spruce</i>	24		Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6	Balsam Fir	Pulpwood	36	Cords	49.7	\$21,782.10
	Mixed Aspen		1,156	Cords		
	<i>Quaking Aspen</i>		1,156	Cords		
	Mixed Hardwood		27	Cords		
	<i>Red Maple</i>		27	Cords		
	Mixed Spruce		30	Cords		
	<i>White Spruce</i>		30	Cords		
7	Balsam Fir	Pulpwood	15	Cords	84.2	\$39,547.80
	Mixed Aspen		2,113	Cords		
	<i>Quaking Aspen</i>		2,113	Cords		
	Mixed Hardwood		75	Cords		
	<i>Red Maple</i>		60	Cords		
	<i>Sugar Maple</i>		15	Cords		
	Mixed Spruce		21	Cords		
	<i>White Spruce</i>		21	Cords		
	Paper Birch		12	Cords		
8	Balsam Fir	Pulpwood	22	Cords	65.1	\$20,981.75
	Mixed Aspen		939	Cords		
	<i>B. T. Aspen</i>		8	Cords		
	<i>Quaking Aspen</i>		931	Cords		
	Mixed Hardwood		269	Cords		
	<i>Black Ash</i>		6	Cords		
	<i>Ironwood</i>		2	Cords		
	<i>Red Maple</i>		206	Cords		
	<i>Sugar Maple</i>		19	Cords		
	<i>White Ash</i>		36	Cords		
	Mixed Spruce		49	Cords		
	<i>White Spruce</i>		49	Cords		
	Paper Birch		76	Cords		
9	Balsam Fir	Pulpwood	22	Cords	64.0	\$20,633.85
	Mixed Aspen		923	Cords		
	<i>B. T. Aspen</i>		7	Cords		
	<i>Quaking Aspen</i>		916	Cords		
	Mixed Hardwood		265	Cords		
	<i>Black Ash</i>		6	Cords		
	<i>Ironwood</i>		2	Cords		
	<i>Red Maple</i>		202	Cords		
	<i>Sugar Maple</i>		19	Cords		
	<i>White Ash</i>		36	Cords		
	Mixed Spruce		48	Cords		
	<i>White Spruce</i>		48	Cords		
	Paper Birch		76	Cords		
10	Balsam Fir	Pulpwood	15	Cords	45.3	\$14,590.70
	Mixed Aspen		653	Cords		
	<i>B. T. Aspen</i>		5	Cords		
	<i>Quaking Aspen</i>		648	Cords		
	Mixed Hardwood		187	Cords		
	<i>Black Ash</i>		4	Cords		
	<i>Ironwood</i>		2	Cords		
	<i>Red Maple</i>		143	Cords		
	<i>Sugar Maple</i>		13	Cords		
	<i>White Ash</i>		25	Cords		
	Mixed Spruce		34	Cords		
	<i>White Spruce</i>		34	Cords		
	Paper Birch		54	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11	Balsam Fir	Pulpwood	21	Cords	55.8	\$16,672.90
	Mixed Aspen		665	Cords		
	<i>Quaking Aspen</i>		665	<i>Cords</i>		
	Mixed Hardwood		320	Cords		
	<i>Red Maple</i>		294	<i>Cords</i>		
	<i>Sugar Maple</i>		7	<i>Cords</i>		
	<i>White Ash</i>		19	<i>Cords</i>		
	Mixed Spruce		58	Cords		
	<i>White Spruce</i>		58	<i>Cords</i>		
	Paper Birch		65	Cords		
12	Mixed Aspen	Pulpwood	456	Cords	27.3	\$9,864.80
	<i>Quaking Aspen</i>		456	<i>Cords</i>		
	Mixed Hardwood		116	Cords		
	<i>Black Ash</i>		16	<i>Cords</i>		
	<i>Red Maple</i>		94	<i>Cords</i>		
	<i>Sugar Maple</i>		6	<i>Cords</i>		
	Mixed Spruce		19	Cords		
	<i>White Spruce</i>		19	<i>Cords</i>		
Tamarack	6	Cords				
TOTAL:			14,317	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 White Rabbit

Sale Number: 11-809-24 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 private property are marked with orange paint and red blaze. Exterior sale boundary lines against USFS are marked with orange paint. The painted Payment Unit boundary line trees are Included Timber and can only be cut when the adjacent Payment Units are paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-12, cut all trees that are 4.6 inches or more at DBH, except do not cut elm, oak, cherry, red pine, white pine, hemlock and cedar.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible, unless approved by the Unit Manager or his/her representative.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. Retain on site more than 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This is because scattered tops and limbs help to maintain soil nutrients and provide for wildlife habitat and biodiversity.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1-12, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted. 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 (7/16)

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.

Within the Sale Area, if more than 30% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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 a triple orange paint slash boundary line and letters "PA" (See attached map for reference). 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 10 feet away from protected area boundary. If the Purchaser's operations damage special protection areas through

carelessness, the Purchaser shall be fined in accordance with USFS policy.

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 18 inches in diameter and 24 feet in length. If culverts are 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, will be obtained by the DNR for crossings on USFS land (see Sale Map for locations). Also, refer to 4.1.8 for estimated permissible crossing dimensions.

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, 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)

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. Some existing roads may also need to be closed. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. All stumps and brush from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. The stumps and brush 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: The Purchaser will gravel the transition onto South Fair Oaks Road. This work needs to be completed prior to hauling. Gravel must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel and must be completed to the satisfaction of the Sale Administrator. Also, Forest Road 560 will be moved to the west for 3/8 of a mile from the end of South Fair Oaks Road to the Forest Service gate so that its entirety is on Forest Service property (see Timber Sale Map for location). Permittable stream crossing locations are indicated on the Timber Sale Map. Measurements at each have been taken and are estimated to be the following: crossing "A" and "B" require a crane mat structure, "C" will require a sixteen (16) foot minimum length bridge, and "D", "E", "F", and "G" will require culverts of thirty-six (36) inch diameter by twenty-four (24) foot length. Any other equalization crossings (non permittable) will require culverts of eighteen (18) inch diameter and 24 foot length.

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 spring breakup or 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. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent USFS 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.

4.4 - Access

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

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.

5.2 - 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) 1-12, unless changed by written agreement, cutting, skidding, and hauling are limited to December 1 to March 15, or winter frozen ground. This restriction is due to USFS seasonal operating restrictions.

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 are 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.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

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

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on South Fair Oaks 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

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. 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.



TIMBER SALE MAP

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

Sale Number	Date	
11-809-24	08/22/2024	
Scale	Page	Of
1:24,000	1	1

Forest Management Unit	County	Mapped By: Houle
Baraga Mgt Unit	Ontonagon	Cruised By: Baraga Staff

Township	Range	Section(s) and Subdivision(s)
47N	40W	E1/2NW,NE,NESW,E1/2SE; Sec. 4 SWSW; Sec. 5 SESE; Sec. 8 E1/2NE,E1/2SW,SE; Sec. 9 Sec. 10 W1/2NW,W1/2SW; Sec. 16 NWNW,S1/2NW,NE,SW,N1/2SE,SWSE; Sec. 17

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

