

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #7476

REVISION NOTICE #1 - August 7, 2024

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on Monday, August 12, 2024 LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738

This prospectus has been modified with the following changes.

GNA2 Canoe Camp KW, 72-819-24, has been withdrawn from Prospectus 7476.

We apologize for any inconvenience this may have caused. If you need assistance, please contact Thomas Barnes at 989-348-6371 ext. 7440.



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<u>CONTACT NAME:</u> Thomas Barnes <u>PHONE NUMBER:</u> (989) 348-6371

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

GNA2 Canoe Camp South (72-841-24) / T26N, R01W, SEC. 31, SWSW.

T26N, R02W, SEC. 35, SENW, SWNE, N1/2SW, SESW, SE.

T26N, R02W, SEC. 36, NENW, S1/2NW, NE, SW, N1/2SE, SWSE.

Crawford County, Advertised Price \$350,864.45, 540.9 Acres, Aspen, Hardwood.

SALE NOTE: Sale is on well drained rolling hills. Access may be through federal land or through state and federal land. Access to Sale Area will require opening closed roads or improving existing roads. If Forest Road 1001 is used to haul out to Chase Bridge Road, there is a requirement to armor the approach to Chase Bridge Road with at least 6 inches of gravel or crushed limestone. Forest Road 1001 has recently been improved and is protected in specs. Hybrid Oak ranges from fair to good quality. Northern pin oak is of average quality for the area (poor to fair). Hard oak wilt spec per USFS requirement. Notify Sale Administrator immediately if any Raptor Nests are found during operations. Condition 5.2.3.14 (Heterobasidion Root Disease Restriction) only applies if red pine or white pine must be cut for improving access roads, landing locations, or operability in Payment Units 7, 8 and 9. Red pine and white pine are not Included Timber and are to be protected throughout the sale.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

TIMBER SALE INFORMATION

GNA2 Canoe Camp South (72-841-24)

T26N, R01W, SEC. 31; T26N, R02W, SEC. 35; T26N, R02W, SEC. 36. Crawford County (Advertised Price \$350,864.45)

SALE NOTE: Sale is on well drained rolling hills. Access may be through federal land or through state and federal land. Access to Sale Area will require opening closed roads or improving existing roads. If Forest Road 1001 is used to haul out to Chase Bridge Road, there is a requirement to armor the approach to Chase Bridge Road with at least 6 inches of gravel or crushed limestone. Forest Road 1001 has recently been improved and is protected in specs. Hybrid Oak ranges from fair to good quality. Northern pin oak is of average quality for the area (poor to fair). Hard oak wilt spec per USFS requirement. Notify Sale Administrator immediately if any Raptor Nests are found during operations. Condition 5.2.3.14 (Heterobasidion Root Disease Restriction) only applies if red pine or white pine must be cut for improving access roads, landing locations, or operability in Payment Units 7, 8 and 9. Red pine and white pine are not Included Timber and are to be protected throughout the sale.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through 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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ADVERTISED PRICE	
Sawtimber					
Black/Red (Hybrid) Oak	1,110.7	MBF	\$	144.00 / MBF	
Quaking Aspen	388.3	MBF	\$	102.00 / MBF	
Red Maple	84.3	MBF	\$	88.00 / MBF	
White Oak	52.6	MBF	\$	110.00 / MBF	
Pulpwood					
Jack Pine	95	Cords	\$	22.25 / Cord	
Mixed Hardwood	3,527	Cords	\$	33.10 / Cord	
Quaking Aspen	678	Cords	\$	28.40 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.03 percent. There are an estimated 8,131 cords on this timber sale, plus or minus 572 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 \$17,543.22 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	8.2%
02	4.7%
03	8.4%
04	9.3%
05	21.1%
06	14.1%
07	10.8%
08	6.7%
09	12.4%
10	1.6%
11	2.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2029.

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 PERC		PERCENT ERROR	MINIMUM	MAXIMUM	
642,377	8,131	7.03%	7,559	8,704	

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 II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
2	34,118	432	31.85%	294	569
4	133,085	1,685	13.33%	1,460	1,909
11	61,646	780	31.17%	537	1,024
15	11,356	144	44.70%	79	208
16	17,964	227	45.16%	125	330
19	66,743	845	23.21%	649	1,041
24	7,881	100	62.01%	38	162
25	47,720	604	23.10%	464	744
26	19,490	247	61.02%	96	397
29	10,690	135	67.93%	43	227
30	50,972	645	20.72%	512	779
31	50,618	641	21.60%	502	779
34	70,054	887	22.70%	685	1,088
119	31,970	405	33.11%	271	539
124	28,069	355	33.13%	238	473
TOTAL:	642,377	8,131		5,994	10,269

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	25.7	5	24.4
		6	1.3
4	104.3	5	39.2
		6	65.1
11	40.5	4	40.5
15	16.8	1	13.1
		2	3.7
16	16.8	1	16.8
19	54.9	1	13.6
		3	41.3
24	12.8	1	12.8
25	38.8	4	2.3
		5	36.2
		9	0.3
26	6.9	11	6.9
29	13.4	10	13.4
30	36.5	9	36.5
31	37.9	7	37.9
34	77.0	7	26.8
		8	50.2
119	34.5	2	34.5
124	24.1	8	0.1
		9	24.0
TOTAL:	540.9		540.9

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black/Red (Hybrid	Sawtimber	77.2	MBF	56.3	\$28,644.35
	/Red (Hybrid) Oak		70.5	MBF		
	Northern Pin Oak		6.7	MBF		
	Quaking Aspen		72.3	MBF		
	White Oak		14.1	MBF		
	Jack Pine	Pulpwood	7	Cords		
	Jack Pine	'	7	Cords		
	Mixed Hardwood		226	Cords		
	/Red (Hybrid) Oak		90	Cords		
	Northern Pin Oak		8	Cords		
	Red Maple		69	Cords		
	White Oak		59	Cords		
	Quaking Aspen		34	Cords		
2	Black/Red (Hybrid	Sawtimber	15.2	MBF	38.2	\$16,605.80
2	/Red (Hybrid) Oak	Sawtillibei	8.0		30.2	φ10,003.60
	, , ,		7.2	MBF		
	Northern Pin Oak			MBF		
	Quaking Aspen		42.3	MBF		
	White Oak	D	14.1	MBF		
	Mixed Hardwood	Pulpwood	194	Cords		
	/Red (Hybrid) Oak		8	Cords		
	Northern Pin Oak		47	Cords		
	Red Maple		112	Cords		
	White Oak		27	Cords		
	Quaking Aspen		75	Cords		
3	Black/Red (Hybrid	Sawtimber	114.6	MBF	41.3	\$29,515.60
	/Red (Hybrid) Oak		113.7	MBF		
	Northern Pin Oak		0.9	MBF		
	Quaking Aspen		36.3	MBF		
	White Oak		2.1	MBF		
	Mixed Hardwood	Pulpwood	252	Cords		
	/Red (Hybrid) Oak		141	Cords		
	Northern Pin Oak		3	Cords		
	Red Maple		84	Cords		
	White Oak		24	Cords		
	Quaking Aspen		26	Cords		
4	Black/Red (Hybrid	Sawtimber	79.0	MBF	42.8	\$32,575.80
•	/Red (Hybrid) Oak		79.0	MBF	.2.0	Ψ02,0.0.00
	Quaking Aspen		54.4	MBF		
	Red Maple		5.6	MBF		
	White Oak		0.1	MBF		
	Mixed Hardwood	Pulpwood	268	Cords		
	/Red (Hybrid) Oak		106	Cords		
	Red (Hybrid) Oak Red Maple		143	Cords		
	White Oak		19	Cords		
	Quaking Aspen	0 (: :	221	Cords	22.5	*
5	Black/Red (Hybrid	Sawtimber	291.5	MBF	99.8	\$73,983.50
	/Red (Hybrid) Oak		291.5	MBF		
	Quaking Aspen		53.3	MBF		
	Red Maple		19.5	MBF		
	White Oak		3.4	MBF		
	Mixed Hardwood	Pulpwood	707	Cords		
	Sugar Maple	Sawtimber	1.9	MBF		
	/Red (Hybrid) Oak	Pulpwood	421	Cords		
		i	l	1 ~ .		
	Red Maple		234	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	White Oak	Pulpwood	46	Cords		
	Quaking Aspen		38	Cords		
6	Black/Red (Hybrid	Sawtimber	201.0	MBF	66.4	\$49,612.00
	/Red (Hybrid) Oak		201.0	MBF		
	Quaking Aspen		26.0	MBF		
	Red Maple		20.5	MBF		
	White Oak		0.1	MBF		
	Mixed Hardwood	Pulpwood	462	Cords		
	Sugar Maple	Sawtimber	0.1	MBF		
	/Red (Hybrid) Oak	Pulpwood	306	Cords		
	Red Maple		131	Cords		
	White Oak		25	Cords		
	Quaking Aspen		32	Cords		
7	Black/Red (Hybrid	Sawtimber	92.6	MBF	64.7	\$37,777.8
	/Red (Hybrid) Oak		89.8	MBF		
	Northern Pin Oak		2.8	MBF		
	Quaking Aspen		18.7	MBF		
	Red Maple		13.5	MBF		
	White Oak		7.8	MBF		
	Jack Pine	Pulpwood	31	Cords		
	Jack Pine	Sawtimber	1.9	MBF		
	Jack Pine	Pulpwood	27	Cords		
	Mixed Hardwood		545	Cords		
	/Red (Hybrid) Oak		303	Cords		
	Northern Pin Oak		21	Cords		
	Red Maple		160	Cords		
	White Oak		61	Cords		
	Quaking Aspen		62	Cords		
8	Black/Red (Hybrid	Sawtimber	65.6	MBF	50.3	\$23,507.0
	/Red (Hybrid) Oak		60.4	MBF		
	Northern Pin Oak		5.2	MBF		
	Quaking Aspen		8.3	MBF		
	Red Maple		25.2	MBF		
	White Oak		5.9	MBF		
	Jack Pine	Pulpwood	57	Cords		
	Jack Pine	Sawtimber	3.6	MBF		
	Jack Pine	Pulpwood	50	Cords		
	Mixed Hardwood		264	Cords		
	/Red (Hybrid) Oak		96	Cords		
	Northern Pin Oak		39	Cords		
	Red Maple		92	Cords		
	White Oak		37	Cords		
	Quaking Aspen		12	Cords		
9	Black/Red (Hybrid	Sawtimber	147.2	MBF	60.8	\$43,510.0
	/Red (Hybrid) Oak		147.2	MBF		
	Quaking Aspen		36.5	MBF		
	White Oak		0.9	MBF		
	Mixed Hardwood	Pulpwood	484	Cords		
	/Red (Hybrid) Oak		324	Cords		
	Red Maple		134	Cords		
	White Oak		26	Cords		
	Quaking Aspen		87	Cords		
10	Black/Red (Hybrid	Sawtimber	16.8	MBF	13.4	\$5,519.4
	/Red (Hybrid) Oak		16.8	MBF		
	Quaking Aspen		2.2	MBF	Ī	Ī

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
10 con't	Mixed Hardwood	Pulpwood	62	Cords		
	/Red (Hybrid) Oak		22	Cords		
	Red Maple		38	Cords		
	White Oak		2	Cords		
	Quaking Aspen		29	Cords		
11	Black/Red (Hybrid	Sawtimber	10.0	MBF	6.9	\$9,613.10
	/Red (Hybrid) Oak		10.0	MBF		
	Quaking Aspen		38.0	MBF		
	White Oak		4.1	MBF		
	Mixed Hardwood	Pulpwood	63	Cords		
	/Red (Hybrid) Oak		24	Cords		
	Red Maple		30	Cords		
	White Oak		9	Cords		
	Quaking Aspen		62	Cords		
		TOTAL:	1,635.9	MBF		
		TOTAL:	4,300	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Canoe Camp South Sale Number: 72-841-24 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. Exterior sale boundary lines against state are marked with orange paint. Exterior sale boundary lines against forest service are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint on both sides of trees. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Orange painted trees designating an interior Payment Unit boundary 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) 11, cut all red maple and aspen trees that are two (2) inches or more at DBH. In addition, cut all oak trees that are greater than eight (8) inches at DBH.

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

Within Payment Unit(s) 1-10, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut any red pine, white pine, or any trees marked with orange paint above and below stump height. In addition, cut all red maple trees that are two (2) inches or more at DBH.

2.2 - Utilization

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1-10, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered. To deter deer browse, tops shall not be broken down and shall be scattered over stumps, where possible.

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) 1-9 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

3.4.1 - 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.

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, or at a rate of \$50.00 per sawtimber tree and \$25.00 per pole sized tree, whichever is greater.

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, 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. 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. 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 if the Purchaser uses Chase Bridge Road to access the sale: The approach to Chase Bridge Road on Forest Road1001 must be armored with at least 6 inches of crushed gravel or limestone for 50ft, prior to removing forest products.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if the grading/repair does not occur. Forest Road 1001 has been recently improved by the USFS. The road is to be maintained and repaired to equal or better condition prior to operations.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser.

5 - Operations

5.1 - Notification

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 business 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

5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator. Slash is not to be chipped and should be left in the sale, either at the stump or in loose piles. To deter deer browse, slash should not be broken down or driven over where possible.

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

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-11, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.14 - Heterobasidion root disease (HRD) (3/21)

This plantation is at risk of infection by the root rot fungus, Heterobasidion irregulare. To prevent the spread of this disease, cutting operations within Payment Unit(s) 7, 8 and 9, are restricted to the period of January 1st through February 28th. Cutting may only occur outside this period with written permission of the Unit Manager or with the application of a preventative pesticide. Consultation with a forest health specialist will determine if cutting can occur prior to January 1 without pesticide application, dependent upon current and forecasted snow cover. Cellu-Treat and RotStop C are currently the only EPA registered products available in the United States for the control of Heterobasidion. Both products are a water-soluble powder that must be applied to the stump, in accordance with the product label. Dye must be added to these products to provide visible evidence of adequate coverage. Application of these pesticides requires licensing by the Michigan Department of Agriculture and Rural Development. All applicators are required to: provide to the Sale Administrator notification of application per requirements in 40 CFR 170.120; and document and provide to the Sale Administrator annually, by December 31 and prior to closure of sale, the volume of product used and acres treated. NOTE: Red pine and white pine are not Included Timber in this contract and are to be protected. This spec only applies if red pine or white pine are to be cut for operability. The Purchaser is encouraged to evaluate Payment Units for landing locations to avoid needing to remove red pine and spray stumps. Isolated areas in the Southeast portion of the sale are the biggest areas of concern where red pine density impacts sale access.

5.2.3.15 - Oak wilt restriction, access roads (11/23)

Brushing of access roads to Payment Unit(s) must be completed prior to April 15 in order to use these roads for hauling timber or moving machinery between April 15 and July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.29 - Shrub protection (1/20)

Reasonable care shall be taken to avoid cutting or damaging hawthorn, or serviceberry. These woody-shrub plants are highly beneficial to various wildlife species.

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 Shore to Shore Trail is a hiking and horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the Sale Administrator.

5.4 - Soil Protection

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.

5.6 - 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

5.8.3 - Red shoulder hawk or goshawk (1) (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight 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.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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 all haul roads, including Chase Bridge 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.

6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Shore to Shore Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area 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

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

7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

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.

