



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7476**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 12, 2024.

LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

CONTACT NAME: Thomas Barnes

PHONE NUMBER: (989) 348-6371

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

GNA2 Canoe Camp KW (72-819-24) / T26N, R02W, SEC. 26, S1/2SW,SWSE.

T26N, R02W, SEC. 27, SENE,SESW,SE.

T26N, R02W, SEC. 34, N1/2NW,NE,N1/2SE,SWSE.

T26N, R02W, SEC. 35, NWNE.

Crawford County, Advertised Price \$85,950.40, 315.6 Acres, Jack Pine, Red Pine.

SALE NOTE: This sale is on Non-Certified land owned and managed by the USFS prepared under GNA. The Shore to Shore Equestrian Trail is present within the sale area. The majority of the sale is flat and is well marked for access and operability. Rolling hills are present in Payment Unit 8 where the majority of the oak is. Oak in PU 8 ranges from fair to good quality. Sale has additional room to bid applied for the following reasons; Payment Unit 1 has deep old planting furrows which will slow down operations and be hard on operators. Payment Unit 1 also has declining timber and should be harvested as soon as is possible. Payment Unit 7 has a requirement to cut sub-merchantable cherry along with the low volume of diameter designated (10" or less @ DBH) jack pine. Payment Units 2, 4, 5, and 6 have HRD restrictions. The entire sale is Oak Wilt restricted April 15th through July 15th. The approach to Chase Bridge Road on FR 1001 has to be armored with a minimum of 6 inches of gravel.

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 other public land.

TIMBER SALE INFORMATION

GNA2 Canoe Camp KW (72-819-24)

T26N, R02W, SEC. 26; T26N, R02W, SEC. 27; T26N, R02W, SEC. 34; T26N, R02W, SEC. 35.

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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 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>
Sawtimber		
Black/Red (Hybrid) Oak	39.0 MBF	\$ 96.00 / MBF
Quaking Aspen	23.2 MBF	\$ 68.00 / MBF
Red Maple	9.7 MBF	\$ 59.00 / MBF
Red Oak	2.6 MBF	\$ 95.00 / MBF
Red Pine	30.6 MBF	\$ 88.00 / MBF
White Oak	18.8 MBF	\$ 73.00 / MBF
Pulpwood		
Jack Pine	1,713 Cords	\$ 14.85 / Cord
Mixed Aspen	109 Cords	\$ 18.95 / Cord
Mixed Oak	310 Cords	\$ 18.35 / Cord
Red Maple	104 Cords	\$ 22.05 / Cord
Red Pine	1,057 Cords	\$ 38.00 / Cord
White Pine	6 Cords	\$ 15.50 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 12.13 percent. There are an estimated 3,592 cords on this timber sale, plus or minus 436 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 \$4,297.52 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	30.3%
02	9.0%
03	7.6%
04	19.4%
05	1.6%
06	14.9%
07	0.9%
08	16.3%

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	PERCENT ERROR	MINIMUM	MAXIMUM
283,749	3,592	12.13%	3,156	4,028

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
5	117,140	1,483	19.68%	1,191	1,775
8	17,451	221	0.00%	221	221
13	26,688	338	39.38%	205	471
14	35,587	450	32.09%	306	595
16	35,139	445	35.01%	289	601
19	3,031	38	159.83%	0	100
23	3,920	50	82.19%	9	90
221	44,793	567	26.73%	415	719
TOTAL:	283,749	3,592		2,636	4,571

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
5	121.6	1	121.6
8	19.8	2	19.8
13	23.0	6	23.0
14	31.5	4	31.5
16	37.5	1	9.9
		3	27.6
19	3.7	5	3.7
23	27.0	7	27.0
221	51.5	8	51.5
TOTAL:	315.6		315.6

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	White Oak	Sawtimber	3.3	MBF	131.5	\$25,930.30
	Jack Pine	Pulpwood	1,410	Cords		
	Mixed Aspen		53	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		52	Cords		
	Mixed Oak		53	Cords		
	Northern Pin Oak	Sawtimber	7.7	MBF		
	Northern Pin Oak	Pulpwood	27	Cords		
	White Oak		11	Cords		
	Red Pine		73	Cords		
2	Quaking Aspen	Sawtimber	0.5	MBF	19.8	\$7,769.25
	Red Pine		8.5	MBF		
	Jack Pine	Pulpwood	24	Cords		
	Mixed Aspen		3	Cords		
	Quaking Aspen		3	Cords		
	Red Pine		173	Cords		
3	White Oak	Sawtimber	2.7	MBF	27.6	\$6,567.80
	Jack Pine	Pulpwood	210	Cords		
	Mixed Aspen		30	Cords		
	B. T. Aspen		2	Cords		
	Quaking Aspen		28	Cords		
	Mixed Oak		22	Cords		
	Northern Pin Oak		16	Cords		
	White Oak		6	Cords		
	Red Pine		60	Cords		
4	Red Pine	Sawtimber	5.1	MBF	31.5	\$16,690.95
	Jack Pine	Pulpwood	19	Cords		
	Red Pine		420	Cords		
5	Jack Pine	Pulpwood	2	Cords	3.7	\$1,397.70
	Red Pine		36	Cords		
6	Red Oak	Sawtimber	2.6	MBF	23.0	\$12,819.35
	Red Pine		17.0	MBF		
	Mixed Oak	Pulpwood	1	Cords		
	Red Oak		1	Cords		
	Red Pine		291	Cords		
7	Jack Pine	Pulpwood	48	Cords	27.0	\$734.85
	Red Maple		1	Cords		
8	Black/Red (Hybrid	Sawtimber	39.0	MBF	51.5	\$14,040.20
	Quaking Aspen		22.7	MBF		
	Red Maple		9.7	MBF		
	White Oak		12.8	MBF		
	Mixed Aspen	Pulpwood	23	Cords		
	Quaking Aspen		23	Cords		
	Mixed Oak		234	Cords		
	/Red (Hybrid) Oak		120	Cords		
	Red Oak		17	Cords		
	White Oak		97	Cords		
	Red Maple		103	Cords		
	Red Pine		4	Cords		
	White Pine		6	Cords		
TOTAL:			123.9	MBF		
TOTAL:			3,299	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 Canoe Camp KW

Sale Number: 72-819-24 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 or are unmarked and identified by roads. Exterior sale boundary lines against private property and against USFS are identified by vertical orange lines, with the exception of the west boundary of Payment Unit 1, which is unmarked and identified by Chase Bridge Road (see Timber Sale Map). Interior Payment Unit boundaries are identified by orange chevrons on both sides of trees, with the exception of the boundaries between Payment Units 1 & 2 and 1 & 3, which are unmarked and identified by FR 1001. 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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 3, cut all trees that are two (2) inches or more at DBH, except do not cut any red and white pine that are 19 inches or greater at DBH.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 7, all jack pine less than 10 inches at DBH, and all cherry less than 3 inches at DBH, are designated for cutting regardless of merchantability.

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

Within Payment Unit(s) 8, cut all trees that are two (2) inches or more at DBH, except do not cut any red or white pine 19 inches or greater at DBH, or any trees marked with orange paint above and below stump height.

2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 2 & 4-6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified by blue paint at the edge of the row (with blue marked confidence trees down each row) and follow a take two, leave three pattern. In addition, all trees marked with blue paint are designated for cutting.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 1, 3 and 7 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 2, 4-6 and 8. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

Within Payment Unit(s) 2, 4-6 and 8, Limbs and the remaining top must be left on site and scattered.

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) 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 10% 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.

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are "Legacy Pines" which are identified as red or white pine having a DBH of 19 inches or greater. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$300.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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 a green boundary line. The Purchaser shall not cut live or dead trees within special protection area. No operations are permitted in the special protection area. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated 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 utilized in temporary access road closure, chipped, utilized or otherwise removed from 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 (1/09)

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 25 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 25 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. 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 FR 1001 to access the sale: The existing entranceway onto Chase Bridge Road from FR 1001 will need to be upgraded/hardened to avoid damaging Chase Bridge Road. (This will require six plus inches of crushed gravel at a minimum for at least 50 feet). Contact the Sale Administrator with questions. This has been factored into the bid price.

4.1.11 - Permits (2/12)

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

4.2 - Maintenance

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 materials approved to be utilized as fill. No fill may be utilized without prior approval from Sale Administrator. Use of unapproved fill material (wood chips, straw, hay, etc.), will be the responsibility of the Purchaser to remove. The use of unapproved fill will result in negative contract performance documentation and damages will be assessed.

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This may include cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur. This is to protect improvements to FR 1001.

4.2.4 - Grading (10/16)

For completion of the sale, Forest Service 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.

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 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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, 4-6 and 8, 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.

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

Within Payment Unit(s) 1-8, 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.

5.2.3.6 - 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.

5.2.3.14 - 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) 2 and 4-6, 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.

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 Equestrian Trail is a 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. Do not operate equipment along the trail during scheduled trail rides. The Sale Administrator will provide a minimum of two weeks' notice of when scheduled trail rides are to occur.

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.

5.7 - 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 adjacent to the Sale Area. 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 \$1000.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

5.8 - Protection of Endangered Species

5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to August 15.

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 Chase Bridge Road and FR 1001 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 Equestrian 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

7.3.4 - 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.

Sale Number
72-819-24

Date
06/14/2024

Forest Management Unit
Grayling Mgt Unit

County
Crawford

Mapped By: Price
Cruised By: Price

Scale
1:15,840

Page
1

Of
1

Township 26N Range 02W Section(s) and Subdivision(s) Sec. 26 S1/2SW,SWSE; Sec. 27 SENE,SESW,SE; Sec. 34 N1/2NW,NE,N1/2SE,SWSE; Sec. 35 NWNE;

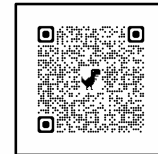
Cover Type

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

Use QR Code to open Map in App



PU #	Acres	PU #	Acres
1	131.5	5	3.7
2	19.8	6	23
3	27.6	7	27
4	31.5	8	51.5

GNA2 Canoe Camp KW 315.6 Acres Compartments 037 and 035

