



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #7373**

**REVISION NOTICE #1 - March 6, 2024**

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on Wednesday, March 20, 2024**

LOCATION: **BALDWIN OFFICE, 2468 W 24th Street, Baldwin, MI 49304**

The sale conditions for the **Voodoo Pine** timber sale (63-018-23) have been updated. Please use the attached sale conditions when bidding on this sale and disregard the original sale conditions sent with the prospectus.

Updated - Spec 2.1.4:

Within Payment Unit(s) 5, all white pine less than eighteen (18) inches at DBH, all red pine less than twelve (12) inches at DBH, and all aspen, which meet minimum piece specifications 2.2 Utilization, are designated for cutting.

Within Payment Unit(s) 6, all white pine less than eighteen (18) inches at DBH, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

Original - Spec 2.1.4:

Within Payment Unit(s) 5 & 6, all white pine that are less than eighteen (18) inches at DBH, are designated for cutting which meet minimum piece specifications in 2.2 Utilization.

We apologize for any inconvenience this may have caused. If you need assistance, please contact David Fisher at 231-745-4651 ext. 9064.

## **Sale Specific Conditions & Requirements**

**Sale Name: Voodoo Pine**

**Sale Number: 63-018-23    Seq#: 2**

### **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 blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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) 4, cut all trees that are two (2) inches or more at DBH. Additionally, within Payment Unit 4, leave two healthy white pine trees that are eighteen (18) inches or more at DBH per acre.

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

Within Payment Unit(s) 5, all white pine less than eighteen (18) inches at DBH, all red pine less than twelve (12) inches at DBH, and all aspen, which meet minimum piece specifications 2.2 Utilization, are designated for cutting.

Within Payment Unit(s) 6, all white pine less than eighteen (18) inches at DBH, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

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

Within Payment Unit(s) 1 & 2, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows follow a take two, leave two pattern. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the cutting sequence.

Within Payment Unit 3, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

#### **2.2 - Utilization**

##### **2.2.3 - Stump heights (4/07)**

Stump heights within Payment Unit 4 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

### **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.

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

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

#### **4.2 - Maintenance**

**4.2.1 - Hauling restriction (12/08)**

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

**4.2.4 - Grading (10/16)**

For completion of the sale, state forest 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****5.1.1 - Pre-sale conference (10/16)**

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

**5.1.4 - Post-sale conference (10/16)**

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

**5.2 - Conduct of Operations****5.2.1 - Slash****5.2.1.8 - Slash height (12/08)**

No slash or treetops 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****5.2.3.4 - Oak wilt restriction, no exceptions (1/18)**

Within Payment Units 5 & 6, 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.

**5.2.3.5 - Oak wilt restriction (1/18)**

Within Payment Units 1-4, unless changed by written agreement, 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. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

**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.

**5.2.32 - Decking/landing restoration (9/13)**

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

**5.2.38 - No decking against live trees (2/04)**

Cut products may not be decked against unmarked or designated leave trees.

**5.4 - Soil Protection****5.4.1 - Rutting restriction, general (7/16)**

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 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.

**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 Centerline Road, Merrillville Road, and 1 Mile 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.



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7373**

SCHEDULED SALE DATE AND TIME: **3:00 p.m. (local time) on March 20, 2024.**

LOCATION: **BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.**

CONTACT NAME: David Flsher

PHONE NUMBER: (231) 745-4651

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

GNA2 Harrietta Hills 2 (63-804-24) / T22N, R11W, SEC. 10, SWNE,NWSE.

T22N, R11W, SEC. 16, NENW,NWNE.

T22N, R11W, SEC. 8 , E1/2SE.

T22N, R11W, SEC. 9 , SWNW,SW,SWSE.

Wexford County, Advertised Price \$99,106.95, 86.1 Acres, Aspen, Hardwood.

SALE NOTE: 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. Please contact Joel Taylor with any questions at 231-429-7704.

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 Harrietta Hills 2 (63-804-24)

T22N, R11W, SEC. 10; T22N, R11W, SEC. 16; T22N, R11W, SEC. 8; T22N, R11W, SEC. 9.

Wexford County (Advertised Price \$99,106.95)

**SALE NOTE:** 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. Please contact Joel Taylor with any questions at 231-429-7704.

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 &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
B. T. Aspen	154.2 MBF	\$ 82.00 / MBF
Beech	54.9 MBF	\$ 126.00 / MBF
Red Maple	322.5 MBF	\$ 93.00 / MBF
Red Pine	22.6 MBF	\$ 86.00 / MBF
Sugar Maple	63.3 MBF	\$ 301.00 / MBF
Pulpwood		
B. T. Aspen	312 Cords	\$ 23.95 / Cord
Jack Pine	8 Cords	\$ 14.30 / Cord
Mixed Hardwood	936 Cords	\$ 18.55 / Cord
Red Pine	87 Cords	\$ 41.45 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 52.17 percent. There are an estimated 3,100 cords on this timber sale, plus or minus 1,617 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 \$9,910.70 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	8.5%
02	24.5%
03	1.8%
04	42.8%
05	13.4%
06	5.8%
07	3.2%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2026.

### **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
244,896	3,100	52.17%	1,483	4,717

## 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
3	88,821	1,124	33.87%	744	1,505
6	4,428	56	152.38%	0	141
18	25,238	319	68.26%	101	538
32	62,046	785	40.02%	471	1,100
57	11,609	147	86.01%	21	273
66	44,522	564	57.10%	242	885
71	8,232	104	76.75%	24	184
<b>TOTAL:</b>	<b>244,896</b>	<b>3,100</b>		<b>1,603</b>	<b>4,627</b>

## 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
3	34.0	4	34.0
6	3.8	3	3.8
18	9.1	1	9.1
32	17.2	2	17.2
57	5.5	6	5.5
66	14.5	5	14.5
71	2.0	7	2.0
<b>TOTAL:</b>	<b>86.1</b>		<b>86.1</b>

**DESCRIPTION OF TIMBER BY PU (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	4.3	MBF	9.1	\$8,412.45
	Red Maple		2.5	MBF		
	Sugar Maple		15.8	MBF		
	B. T. Aspen	Pulpwood	2	Cords		
	Mixed Hardwood		163	Cords		
	<i>Ironwood</i>		9	<i>Cords</i>		
	<i>Red Maple</i>		6	<i>Cords</i>		
	<i>Sugar Maple</i>		148	<i>Cords</i>		
2	B. T. Aspen	Sawtimber	21.7	MBF	17.2	\$24,235.75
	Red Maple		205.0	MBF		
	B. T. Aspen	Pulpwood	20	Cords		
	Mixed Hardwood		157	Cords		
	<i>Red Maple</i>		152	<i>Cords</i>		
	<i>Sugar Maple</i>		5	<i>Cords</i>		
3	Beech	Sawtimber	7.5	MBF	3.8	\$1,808.85
	B. T. Aspen	Pulpwood	26	Cords		
	Mixed Hardwood		13	Cords		
	<i>Beech</i>		13	<i>Cords</i>		
4	B. T. Aspen	Sawtimber	101.9	MBF	34.0	\$42,506.55
	Red Maple		115.0	MBF		
	Sugar Maple		47.5	MBF		
	B. T. Aspen	Pulpwood	78	Cords		
	Mixed Hardwood		393	Cords		
	<i>Beech</i>		225	<i>Cords</i>		
	<i>Red Maple</i>		129	<i>Cords</i>		
	<i>Sugar Maple</i>		39	<i>Cords</i>		
5	Beech	Sawtimber	45.1	MBF	14.5	\$13,237.75
	B. T. Aspen	Pulpwood	159	Cords		
	Mixed Hardwood		202	Cords		
	<i>Beech</i>		22	<i>Cords</i>		
	<i>Red Maple</i>		80	<i>Cords</i>		
	<i>Sugar Maple</i>		100	<i>Cords</i>		
6	B. T. Aspen	Sawtimber	0.5	MBF	5.5	\$5,710.50
	Red Pine		22.6	MBF		
	B. T. Aspen	Pulpwood	5	Cords		
	Red Pine		87	Cords		
7	B. T. Aspen	Sawtimber	25.8	MBF	2.0	\$3,195.10
	Beech		2.3	MBF		
	B. T. Aspen	Pulpwood	22	Cords		
	Jack Pine		8	Cords		
	Mixed Hardwood		8	Cords		
	<i>Beech</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		7	<i>Cords</i>		
TOTAL:			617.5	MBF		
TOTAL:			1,343	Cords		



## **Sale Specific Conditions & Requirements**

**Sale Name: GNA2 Harrietta Hills 2**

**Sale Number: 63-804-24 Seq#: 2**

### **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. All exterior sale boundary lines are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint. Retention patches are also 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, cut all aspen, maple, beech, and ironwood trees that are two (2) inches or more at DBH.

Within Payment Units 2-5, & 7, cut all aspen, red maple, beech, and ironwood trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 6, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the Purchaser to maintain the third row sequence.

#### **2.2 - Utilization**

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

Retain on site more than 1/3 of the slash from harvested trees (treetops and limbs less than four inches in diameter). This is because soil productivity needs to be maintained.

##### **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.

### **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 chipped, utilized, or otherwise removed from the sale.

##### **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 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 within 30 days of completion of hauling. 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

### 4.2 - Maintenance

#### 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

### 5.2 - 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.

##### 5.2.2.3 - Snag tree creation (2) (2/04)

Special consideration is given to snags because they are an important part of the habitat requirement for many species of wildlife. The logger is to leave or create at least four (4) wildlife snags per acre throughout the sale area. Snags consist of leaving a dead standing tree that is not deemed a safety hazard by the Purchaser, or trees with a minimum diameter of ten (10) inches measured at a point to 4.5 feet above ground level which can be girdled the full circumference of the tree. If there are insufficient snags, mast producing species should be left to offset the difference. These additional trees will favor cherry, oak, and sugar maple.

#### 5.2.3 - Operating Restrictions

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

Within all Payment Units, cutting, skidding, hauling within the Sale Area and brushing of access roads to the Sale Area 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.

##### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, operations are not permitted between April 1 and September 30 within Payment Unit 1. Operations are not permitted between April 1 and July 31 within Payment Units 2-5, & 7. Timber harvesting in these Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

##### 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) 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.

#### 5.2.43 - Opening protection (2/21)

No activities are permitted in openings next to Payment Unit 1. Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.2 - Skid trails (2/04)

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

### 5.6 - Debris and Waste Material

#### 5.6.2 - GNA, equipment cleaning (1/16)

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

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

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

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

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends

and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

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

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

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

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

## 5.7 - Protection of Historical Sites

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

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with an orange boundary line. 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 \$10,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

## 5.8 - Protection of Endangered Species

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

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

### 5.8.8 - Protected species, other (2/12)

Within all Payment Units, the harvesting of stems that are three (3) inches or more at DBH is prohibited from May 1 to August 31. This is to eliminate the possibility of impacting individual bats in summer roosts.

## 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 roads 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 Snowmobile/Motorcycle 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  
**63-804-24**Date  
**01/09/2024**

Forest Management Unit

County

Mapped By: Joel Taylor

Scale

Page

Of

Cadillac Mgt Unit

Wexford

Cruised By: Krugh

1:20,904

1

1

Township

Range

Section(s) and

22N

11W

Subdivision(s) Sec. 10 SWNE,NWSE; Sec. 16 NENW,NWNE; Sec. 8 E1/2SE; Sec. 9 SWNW,SW,SWSE;

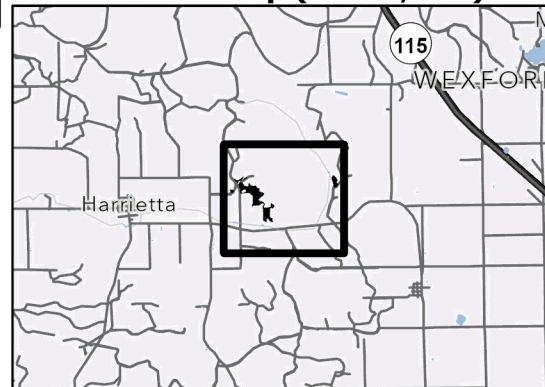
**Cover Type**

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		

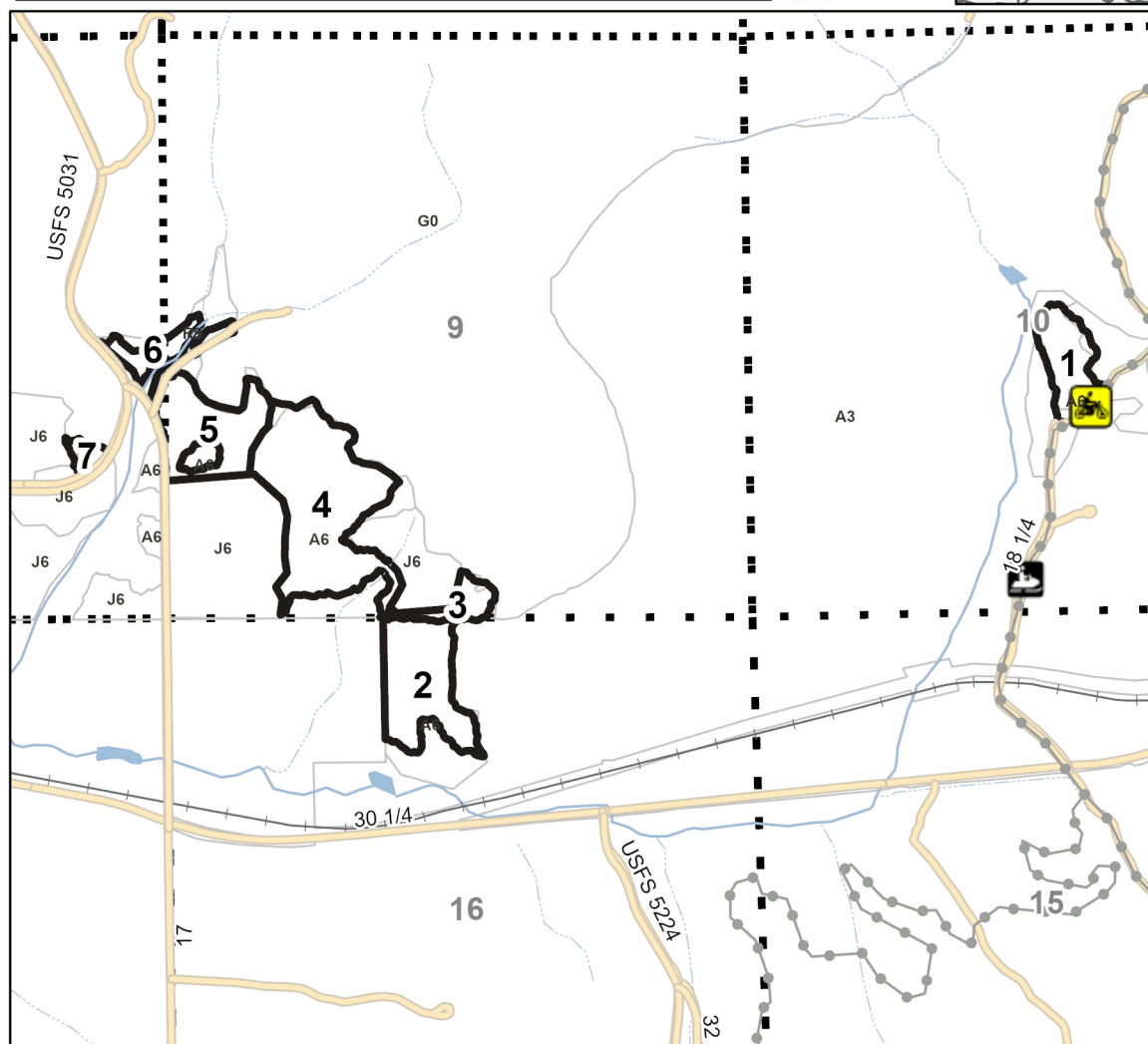
**Density**

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

PU #	Acres	PU #	Acres
1	9.1	5	14.5
2	17.2	6	5.5
3	3.8	7	2
4	34		

**GNA2**  
**Harrietta**  
**Hills 2**  
**86.1**  
**Acres****Locator Map (1:200,000)**

0 0.33 0.65 1.3 Miles

**Legend**

- Payment Unit (Orange)
- Stand
- Sections
- Recreational Trail
- Active Railroad
- Intermittent Stream
- Perennial River
- DNR Roads**
  - Primary Forest Road
  - Secondary Forest Road
  - Forest Access Route
  - Administrative Access Only
- Non-DNR Road

Use QR Code to open Map in App

