



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7496**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on September 25, 2024.

LOCATION: SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

CONTACT NAME: Robert Burnham

PHONE NUMBER: (906) 420-1645

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

GNA2 WACO (41-814-24) / T42N, R19W, SEC. 7 , NWNW,S1/2NW,NE,N1/2SW,N1/2SE.

T42N, R20W, SEC. 12, E1/2NW,NE,N1/2SW,SE.

T42N, R20W, SEC. 13, W1/2NE.

Delta County, Advertised Price \$210,125.60, 327.1 Acres, Hardwood, Red Pine.

SALE NOTE: No new roads are allowed, only improvements of existing roads & closed roads. See Sale Spec 4.1.6 for details.

Forest Service Road 2353B will be closed when use is complete. See Sale Spec 4.1.7 for additional info.

The County must be contacted prior to crossing or harvesting in county road R-O-W. See Sale Spec 4.3 for additional requirements.

Permission for access across private land for Payment Unit 2 is the responsibility of the Purchaser. See Sale Spec 4.4.1 for more details.

Forest Service Rd 2353C cannot be used for trucking; it can be used for skidding, but only inside sale boundaries.

Within Payment Unit(s) 10, harvesting is limited to frozen conditions (defined as frost at least 6 inches thick or compacted snow at least 12 inches thick) due to sensitive soils.

Within Payment Units 1-6, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

In Payment Unit 8, it is recommended that harvesting occur during dry summer or frozen winter.

Access may be through other public land.

TIMBER SALE INFORMATION

GNA2 WACO (41-814-24)

T42N, R19W, SEC. 7; T42N, R20W, SEC. 12; T42N, R20W, SEC. 13.

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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 Cherry	26.7 MBF	\$ 74.00 / MBF
Red Maple	77.5 MBF	\$ 86.00 / MBF
Sugar Maple	121.8 MBF	\$ 323.00 / MBF
Yellow Birch	1.3 MBF	\$ 86.00 / MBF
Pulpwood		
Balsam Fir	131 Cords	\$ 8.95 / Cord
Black Spruce	7 Cords	\$ 10.90 / Cord
Mixed Aspen	496 Cords	\$ 21.40 / Cord
Mixed Hardwood	3,172 Cords	\$ 18.80 / Cord
Paper Birch	7 Cords	\$ 9.45 / Cord
Red Pine	998 Cords	\$ 90.65 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.09 percent. There are an estimated 5,351 cords on this timber sale, plus or minus 594 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 \$10,506.28 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	6.2%
02	11.9%
03	9.1%
04	9.5%
05	9.8%
06	4.0%
07	9.1%
08	12.5%
09	19.1%
10	4.8%
11	4.0%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2028.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
422,730	5,351	11.09%	4,757	5,945

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
1	287,613	3,641	14.79%	3,102	4,179
2	77,583	982	14.93%	835	1,129
3	57,535	728	29.18%	516	941
TOTAL:	422,730	5,351		4,453	6,249

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
1	262.2	1	32.1
		2	61.6
		3	47.3
		4	49.3
		5	51.1
		6	20.8
2	39.8	7	8.9
		8	12.2
		9	18.7
3	25.1	10	13.7
		11	11.4
TOTAL:	327.1		327.1

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	3.2	MBF	32.1	\$13,006.15
	Red Maple		9.1	MBF		
	Sugar Maple		14.9	MBF		
	Yellow Birch		0.2	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Aspen		17	Cords		
	<i>B. T. Aspen</i>		16	Cords		
	<i>Quaking Aspen</i>		1	Cords		
	Mixed Hardwood		358	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.3	MBF		
	<i>American Elm</i>	<i>Pulpwood</i>	1	Cords		
	<i>Beech</i>		56	Cords		
	<i>Black Cherry</i>		42	Cords		
	<i>Ironwood</i>		1	Cords		
	<i>Red Maple</i>		98	Cords		
	<i>Sugar Maple</i>		158	Cords		
	<i>Yellow Birch</i>		1	Cords		
2	Black Cherry	Sawtimber	6.3	MBF	61.6	\$24,905.35
	Red Maple		17.4	MBF		
	Sugar Maple		28.6	MBF		
	Yellow Birch		0.3	MBF		
	Balsam Fir	Pulpwood	13	Cords		
	Mixed Aspen		32	Cords		
	<i>B. T. Aspen</i>		30	Cords		
	<i>Quaking Aspen</i>		2	Cords		
	Mixed Hardwood		685	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	MBF		
	<i>American Elm</i>	<i>Pulpwood</i>	1	Cords		
	<i>Beech</i>		109	Cords		
	<i>Black Cherry</i>		79	Cords		
	<i>Ironwood</i>		2	Cords		
	<i>Red Maple</i>		188	Cords		
	<i>Sugar Maple</i>		304	Cords		
	<i>Yellow Birch</i>		1	Cords		
3	Black Cherry	Sawtimber	4.7	MBF	47.3	\$19,136.70
	Red Maple		13.4	MBF		
	Sugar Maple		22.0	MBF		
	Yellow Birch		0.2	MBF		
	Balsam Fir	Pulpwood	10	Cords		
	Mixed Aspen		25	Cords		
	<i>B. T. Aspen</i>		23	Cords		
	<i>Quaking Aspen</i>		2	Cords		
	Mixed Hardwood		526	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	MBF		
	<i>American Elm</i>	<i>Pulpwood</i>	2	Cords		
	<i>Beech</i>		83	Cords		
	<i>Black Cherry</i>		61	Cords		
	<i>Ironwood</i>		1	Cords		
	<i>Red Maple</i>		144	Cords		
	<i>Sugar Maple</i>		233	Cords		
	<i>Yellow Birch</i>		1	Cords		
4	Black Cherry	Sawtimber	4.9	MBF	49.3	\$19,920.20
	Red Maple		13.9	MBF		
	Sugar Maple		22.9	MBF		
	Yellow Birch		0.2	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Balsam Fir	Pulpwood	10	Cords		
	Mixed Aspen		26	Cords		
	<i>B. T. Aspen</i>		24	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		548	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Beech</i>		86	<i>Cords</i>		
	<i>Black Cherry</i>		64	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		150	<i>Cords</i>		
	<i>Sugar Maple</i>		243	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
5	Black Cherry	Sawtimber	5.1	MBF	51.1	\$20,651.35
	Red Maple		14.4	MBF		
	Sugar Maple		23.7	MBF		
	Yellow Birch		0.3	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen		27	Cords		
	<i>B. T. Aspen</i>		25	<i>Cords</i>		
	<i>Quaking Aspen</i>		2	<i>Cords</i>		
	Mixed Hardwood		568	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	2	<i>Cords</i>		
	<i>Beech</i>		89	<i>Cords</i>		
	<i>Black Cherry</i>		66	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		156	<i>Cords</i>		
	<i>Sugar Maple</i>		252	<i>Cords</i>		
	<i>Yellow Birch</i>		1	<i>Cords</i>		
6	Black Cherry	Sawtimber	2.1	MBF	20.8	\$8,399.70
	Red Maple		5.9	MBF		
	Sugar Maple		9.7	MBF		
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	4	Cords		
	Mixed Aspen		11	Cords		
	<i>B. T. Aspen</i>		10	<i>Cords</i>		
	<i>Quaking Aspen</i>		1	<i>Cords</i>		
	Mixed Hardwood		230	Cords		
	<i>Beech</i>	<i>Sawtimber</i>	0.2	<i>MBF</i>		
	<i>American Elm</i>	<i>Pulpwood</i>	1	<i>Cords</i>		
	<i>Beech</i>		36	<i>Cords</i>		
	<i>Black Cherry</i>		27	<i>Cords</i>		
	<i>Ironwood</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		63	<i>Cords</i>		
	<i>Sugar Maple</i>		102	<i>Cords</i>		
7	Balsam Fir	Pulpwood	5	Cords	8.9	\$19,084.60
	Mixed Hardwood		5	Cords		
	<i>Black Cherry</i>		1	<i>Cords</i>		
	<i>Red Maple</i>		4	<i>Cords</i>		
	Red Pine		209	Cords		
8	Balsam Fir	Pulpwood	7	Cords	12.2	\$26,229.60
	Mixed Hardwood		8	Cords		
	<i>Beech</i>		1	<i>Cords</i>		
	<i>Black Cherry</i>		1	<i>Cords</i>		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
8 con't	<i>Red Maple</i> Red Pine	<i>Pulpwood</i>	6 287	<i>Cords</i> Cords		
9	Balsam Fir Mixed Hardwood <i>Beech</i> <i>Black Cherry</i> <i>Red Maple</i> Red Pine	Pulpwood	10 11 1 2 8 440	Cords Cords <i>Cords</i> <i>Cords</i> <i>Cords</i> Cords	18.7	\$40,182.30
10	Black Cherry Red Maple Balsam Fir Black Spruce Mixed Aspen <i>B. T. Aspen</i> Mixed Hardwood <i>Beech</i> <i>Black Cherry</i> <i>Ironwood</i> <i>Red Maple</i> <i>Yellow Birch</i> Paper Birch Red Pine	Sawtimber Pulpwood	0.2 1.9 29 4 195 195 127 11 21 2 82 11 4 34	MBF MBF Cords Cords Cords <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> <i>Cords</i> <i>Cords</i> Cords Cords	13.7	\$10,161.85
11	Black Cherry Red Maple Balsam Fir Black Spruce Mixed Aspen <i>B. T. Aspen</i> Mixed Hardwood <i>Beech</i> <i>Black Cherry</i> <i>Ironwood</i> <i>Red Maple</i> <i>Yellow Birch</i> Paper Birch Red Pine	Sawtimber Pulpwood	0.2 1.5 25 3 163 163 106 9 17 2 69 9 3 28	MBF MBF Cords Cords Cords <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> <i>Cords</i> <i>Cords</i> Cords Cords	11.4	\$8,447.80
TOTAL:			227.3	MBF		
TOTAL:			4,811	Cords		

Sale Specific Conditions & Requirements

Sale Name: GNA2 WACO

Sale Number: 41-814-24 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 red and orange paint. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against Forest Service are marked with orange paint (chevrons). Interior Payment Unit boundaries are marked with orange paint (rings). Vernal Ponds are marked with orange paint; no harvesting activities may occur within these areas. Riparian Management Zones around vernal ponds are marked in yellow paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 10 and 11, cut all hardwood and aspen trees that are two (2) inches or more at DBH. In addition cut all other trees that meet minimum piece specifications in 2.1 Utilization.

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

Within Payment Unit(s) 1 - 9, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

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) with a value greater than \$20,000 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.

3.4 - Damaged 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 excluded with the sale boundary near Waco Lake. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$10,000 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 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)

No new roads are allowed, only improvements of existing roads and closed roads. Work 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.

If access through private land cannot be obtained, then closed Road 2353B will need to be re-opened to harvest Payment Unit

2. This work and subsequent closure work will be discussed at the Pre-Sale meeting.

4.1.7 - Road closure (10/11)

Forest Service road 2353B will be closed when use is complete. 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 for no less than 50'. 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.

4.2 - Maintenance

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.

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Units 1 and

7. In addition there are known invasive weeds in the ROW of Unit 7, equipment cleaning per spec 5.6.2 (b)(ii) will be required prior to moving equipment out of Payment Unit 7.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land to access Unit 2 is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. If permission cannot be obtained reconstruction of Forest Service Rd 2353B will be required.

4.4.4 - Restricted access (10/05)

Forest Service Road 2353C cannot be used for trucking, it can be used for skidding but only inside the sale boundaries.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - 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

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (9/16)

All slash must be removed at least 10 feet from the cleared right-of-way of forest service roads. Within 25 feet of forest service roads, slash must be reduced to 1 foot and no higher than 4 feet anywhere else. Slash cannot be windrowed.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 10, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen condition, defined as frost at least 6 inches thick or compacted snow at least 12 inches thick. This restriction is because of sensitive soils.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 - 6, 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.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.4 - Dead and Down Creation

5.2.4.1 - Dead and down creation, marked trees (10/13)

Within Payment Units 7 - 9, trees marked in green paint must be topped at 15 feet (preferably 20 feet) off the ground. The top must be left intact on the ground and the remainder of the tree must be left standing. This is being done to create snags in the stands.

5.2.4.6 - Dead and down creation, other (9/09)

To encourage grouse, in Payment Units 10 and 11, trees marked in green must be felled and left as they lie for drumming logs. These trees should be cut as low as possible.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 8, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of sensitive soils along Road 2352A. Dry summer conditions are when the water table is at least 15 inches below the surface of the ground. If Payment Unit 2 cannot be accessed through private land, then this caution would also apply to the reconstruction of Road 2353B.

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. Skid trails leaving roads and landings must have sufficient slash to prevent vehicular and ORV movement along the trail.

5.2.37 - No decking areas (12/08)

No decking is allowed along County Road 442.

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.

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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pool areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pool depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pool, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

5.4.7 - Rutting restriction, Riparian Management Zone (RMZ) (1/09)

Within the Riparian Management Zone (RMZ), as shown on the attached Timber Sale Map, operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.6 - 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

5.8.4 - Red shoulder hawk or goshawk (2) (8/24)

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 ten-chain radius (31 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.

Within a one-half mile radius from the nest tree there shall be no harvest activities during the breeding period. For the northern goshawk, the restriction is from March 1 to August 31. For the red-shouldered hawk, the restriction is from April 1 to August 31.

For a nest to be considered inactive, it must be observed as inactive for an entire nesting season by a wildlife biologist.

5.8.9 - Bat habitat and roost trees (5/24)

If bats are observed emerging from a tree prior to being felled, or if injured or dead bats are found after a tree is felled, notify the Unit Manager for coordination with Forest Service biologists. If the tree is determined to be a roost, the contract may be amended to include a no activity buffer (typically 150 feet radius around the roost tree or trees).

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 County Road 442 prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to

Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

**TIMBER SALE MAP**

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

Sale Number
41-814-24Date
08/23/2024

Forest Management Unit

County

Mapped By: S Kentner

Scale

Page

Of

Shingleton Mgt Unit

Delta

Cruised By: Shingleton staff

1:15,840

1

2

Township

Range

Section(s) and

42N

19W / 20W

Subdivision(s)

Sec. 12 E1/2NW,NE,N1/2SW,SE; Sec. 13 W1/2NE; Sec. 7 NWNW,S1/2NW,NE,N1/2SW,N1/2SE;

Cover Type

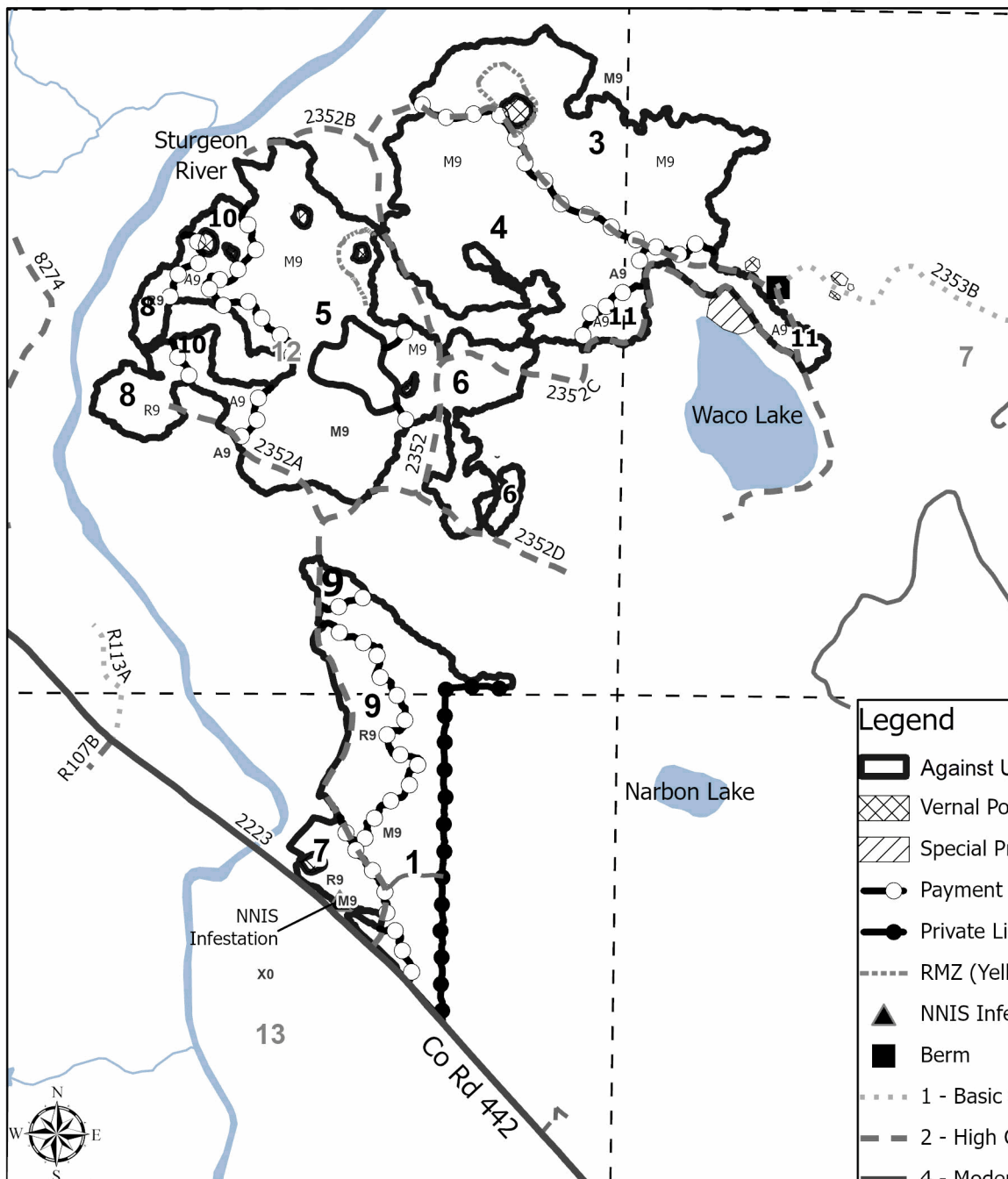
A = Aspen	J = Jack Pine	O = Oak	U = Upland Brush
B = Paper Birch	K = Rock	P = Lowland Poplar	UM = Upland Mix Forest
C = Cedar	L = Lowland Brush	Q = Mixed Swamp Conifer	V = Bog or Marsh
D = Treed Bog	LM = Lowland Mix Forest	R = Red Pine	W = White Pine
E = Swamp Hardwoods	M = Maple, Beech, Birch	S = Black 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

GNA 2 WACO**327.1 Acres**

PU #	Acres
1	32.1
2	61.6
3	47.3
4	49.3
5	51.1
6	20.8
7	8.9
8	12.2
9	18.7
10	13.7
11	11.4

**Legend**

- Against USFS (Orange "Chevron")
- Vernal Pool (Orange)
- Special Protection Area
- Payment Unit (Orange "Ring")
- Private Line (Red)
- RMZ (Yellow)
- NNIS Infestation
- Berm
- 1 - Basic Custodial Care (Closed)
- 2 - High Clearance Vehicles
- 4 - Moderate Degree of User Comfort
- Non USFS Roads

0 0.25 0.5 1 Miles

**TIMBER SALE MAP**

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

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41-814-24Date
08/23/2024

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Mapped By: S Kentner

Scale

Page

Of

Shingleton Mgt Unit

Delta

Cruised By: Shingleton staff

1:10,000

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19W / 20W

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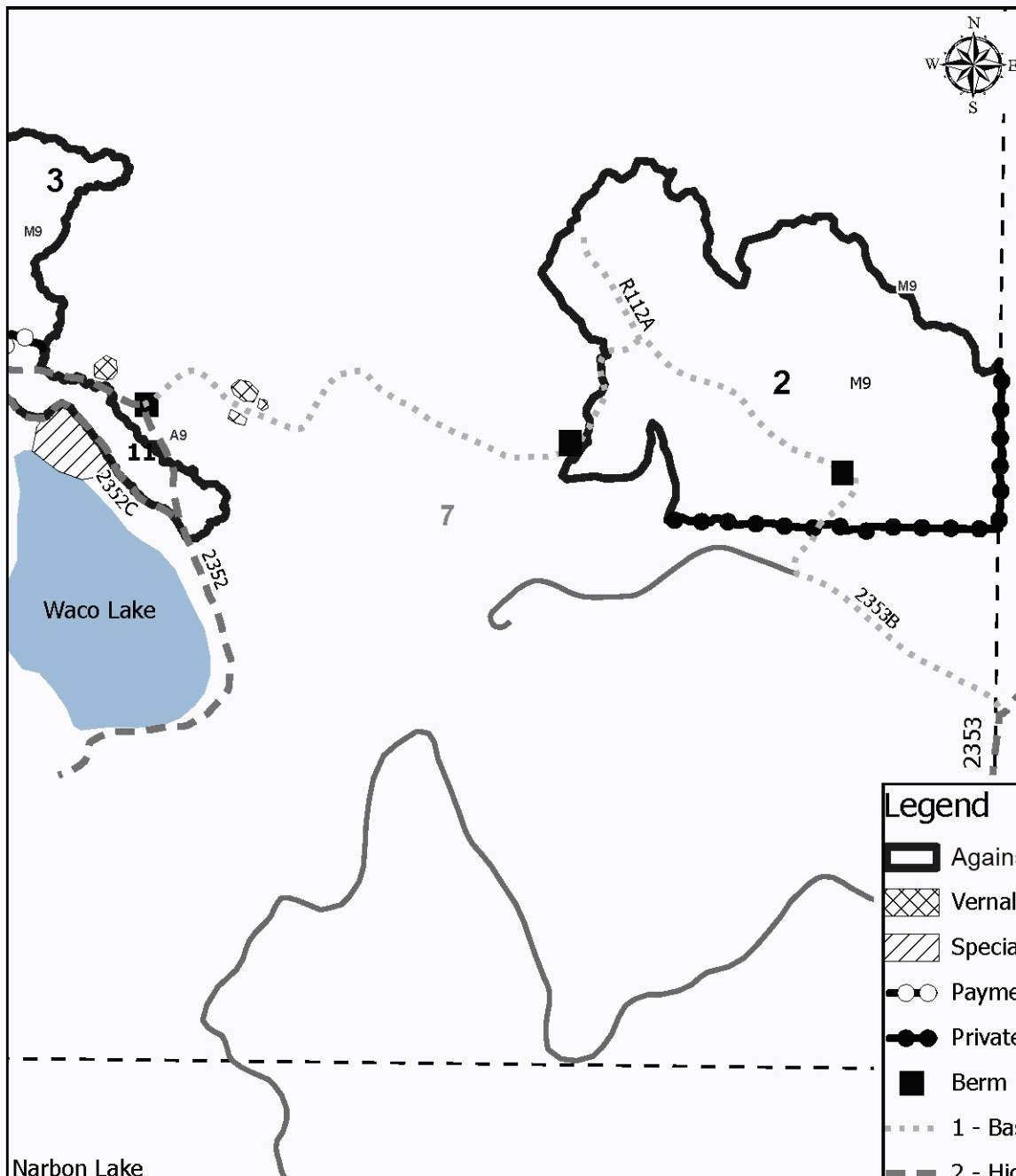
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0 0.15 0.3 0.6 Miles