



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #7720

REVISION NOTICE #1 - October 16, 2025

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on Thursday, November 6, 2025

LOCATION: Baraga Mgmt Unit, 427 US 41 North, Baraga, MI 49908

This prospectus has been modified with the following changes.

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 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. Note: Trees within 10feet of ruts exceeding 6 inches will be considered damaged due to the trees roots being cut. These trees will be billed in accordance with 3.4 Damaged Timber.

The sale conditions for the GNA2 Hershley Creek timber sale (11-800-26) have been updated. Please use the attached sale conditions when bidding on this sale and disregard the original sale conditions sent with the prospectus.

We apologize for any inconvenience this may have caused. If you need assistance, please contact Brad Carlson at 906-353-6651.

Sale Specific Conditions & Requirements

Sale Name: GNA2 Hershley Creek

Sale Number: 11-800-26 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 triple orange paint slash. Exterior sale boundary lines against private property are marked with triple orange paint slash and red blaze. Exterior sale boundary against USFS is marked with triple orange paint slash, with the exception of the boundary along Clear Creek Road, which is unpainted and designated by Clear Creek Road (see Timber Sale Map). Interior Payment Unit boundaries are marked with double orange paint slash. Retention patches are marked with triple orange paint slash; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1-3, 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 (12/24)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches at DBH and four (4) inches for trees smaller than 10 inches at DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

2.2.4 - Skidding Length (12/24)

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

2.2.7 - Uncut Designated Trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and Removal (12/24)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excess woody debris inhibits regeneration.

2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-3, tops may not be chipped.

2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged Timber (12/24)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation**4.1 - Construction****4.1.1 - Stream Crossings, General (1/25)**

All stream crossing structures will be temporary and, therefore, shall be provided by the Purchaser and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on USFS land.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator, and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR for crossings located on USFS land.

4.1.6 - Road Construction (4/24)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed.

Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, not left in windrows, and kept a minimum of 10 feet back from the road edge, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed; see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. Berms must also be placed at intervals of not over 50 feet and at all junctions. 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.

4.1.8 - Road Work (1) (8/07)

The following road work is required: The Purchaser will gravel all transitions onto Clear Creek Road used during the timber sale. This work needs to be completed prior to any hauling. Gravel must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel per transition and completed to the satisfaction of the Sale Administrator.

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 wet weather conditions.

4.2.2 - Fill Material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Gravel or fill material must be from a weed free source. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

4.2.4 - Grading (10/16)

For completion of the sale, USFS roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - 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.

4.4 - Access**4.4.3 - Access gate (12/08)**

The USFS access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

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 five (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****5.2.1.11 - Slash for Reforestation (3/21)**

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to September 30 and December 15 to March 15 or frozen winter conditions. This restriction is because of USFS operating restrictions.

5.2.30 - Landing/Road Topsoil Protection (1/25)

Topsoil on landings and new roads must be removed, stockpiled, and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per Sale Administrator's instructions.

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.

5.2.39 - ORV Trail/Route Protection (4/18)

The Clear Creek Road is an ORV/multi-use trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least five (5) feet above ground. All stumps within five (5) feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the Sale Administrator.

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which are 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased. Note: Trees within 10 feet of ruts exceeding 6 inches will be considered damaged due to the trees roots being cut. These trees will be billed in accordance with 3.4 Damaged Timber.

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 the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, 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.

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

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

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

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

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of Raptor Nests (3/13)

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

5.8.9 - GNA, Bat Habitat and Roost Trees (7/25)

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).

During operations if any sick, injured, and/or dead bats (regardless of species) are found in the Sale Area the Purchaser shall report its location to the Sale Administrator as soon as possible, but no more than 12 hours upon discovery.

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

6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Clear Creek Road 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**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.



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7720**

SCHEDULED SALE DATE AND TIME: **9:00 a.m. (local time) on November 6, 2025.**

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

CONTACT NAME: Brad Carlson

PHONE NUMBER: (906) 353-6651

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

GNA2 Hershley Creek (11-800-26) / T50N, R35W, SEC. 24, E1/2NW,NE,NESW,N1/2SE.

Baraga County, Advertised Price \$54,892.30, 111.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access may be through other public land.

TIMBER SALE INFORMATION

GNA2 Hershley Creek (11-800-26)

T50N, R35W, SEC. 24.

Baraga County (Advertised Price \$54,892.30)

SALE NOTE: 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		
Basswood	12.2 MBF	\$ 58.00 / MBF
Red Maple	15.3 MBF	\$ 169.00 / MBF
Sugar Maple	110.4 MBF	\$ 291.00 / MBF
Yellow Birch	4.5 MBF	\$ 133.00 / MBF
Pulpwood		
Balsam Fir	5 Cords	\$ 5.50 / Cord
Mixed Aspen	68 Cords	\$ 18.80 / Cord
Mixed Hardwood	1,336 Cords	\$ 13.10 / Cord
White Spruce	6 Cords	\$ 11.10 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 11.29 percent. There are an estimated 1,749 cords on this timber sale, plus or minus 198 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 \$5,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	54.3%
02	34.9%
03	10.8%
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
138,175	1,749	11.29%	1,552	1,947

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	47,792	605	20.17%	483	727
3	72,509	918	15.78%	773	1,063
7	17,874	226	27.41%	164	288
TOTAL:	138,175	1,749		1,420	2,078

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
TOTAL:			

DESCRIPTION OF TIMBER BY PU (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE			
1	Basswood	Sawtimber	8.8	MBF	57.4	\$29,778.30			
	Red Maple		10.5	MBF					
	Sugar Maple		61.4	MBF					
	Yellow Birch		1.1	MBF					
	Balsam Fir	Pulpwood	5	Cords					
	Mixed Hardwood		719	Cords					
	Basswood		32	Cords					
	Red Maple		183	Cords					
	Sugar Maple		486	Cords					
	Yellow Birch		18	Cords					
	White Spruce		3	Cords					
	2	Basswood	Sawtimber	1.0			MBF	38.6	\$19,183.30
		Sugar Maple		41.8			MBF		
Mixed Aspen		Pulpwood	63	Cords					
Quaking Aspen			63	Cords					
Mixed Hardwood			441	Cords					
Basswood			15	Cords					
Ironwood			2	Cords					
Red Maple			11	Cords					
Sugar Maple			404	Cords					
Yellow Birch			9	Cords					
3		Basswood	Sawtimber	2.4	MBF	15.0	\$5,930.70		
		Red Maple		4.8	MBF				
		Sugar Maple		7.2	MBF				
	Yellow Birch		3.4	MBF					
	Mixed Aspen	Pulpwood	5	Cords					
	Quaking Aspen		5	Cords					
	Mixed Hardwood		176	Cords					
	Basswood		4	Cords					
	Red Maple		94	Cords					
	Sugar Maple		47	Cords					
	Yellow Birch		31	Cords					
	White Spruce		3	Cords					
	TOTAL:			142.4	MBF				
TOTAL:			1,415	Cords					

Sale Specific Conditions & Requirements

Sale Name: GNA2 Hershley Creek

Sale Number: 11-800-26 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 triple orange paint slash. Exterior sale boundary lines against private property are marked with triple orange paint slash and red blaze. Exterior sale boundary against USFS is marked with triple orange paint slash, with the exception of the boundary along Clear Creek Road, which is unpainted and designated by Clear Creek Road (see Timber Sale Map). Interior Payment Unit boundaries are marked with double orange paint slash. Retention patches are marked with triple orange paint slash; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with blue paint.

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2.1.3 - Cut Tree Marked Unit(s) (12/08)

Within Payment Unit(s) 1-3, 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 (12/24)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches at DBH and four (4) inches for trees smaller than 10 inches at DBH. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

2.2.4 - Skidding Length (12/24)

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

2.2.7 - Uncut Designated Trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

2.2.8 - Utilization and Removal (12/24)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the Sale Area. This is because excess woody debris inhibits regeneration.

2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-3, tops may not be chipped.

2.2.12 - GNA, Cut and Remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber, and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged Timber (12/24)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesigned live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesigned live merchantable trees. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.1 - Stream Crossings, General (1/25)

All stream crossing structures will be temporary and, therefore, shall be provided by the Purchaser and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings located on USFS land.

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.

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the Sale Administrator, and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the Sale Administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR for crossings located on USFS land.

4.1.6 - Road Construction (4/24)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, not left in windrows, and kept a minimum of 10 feet back from the road edge, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed; see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. Berms must also be placed at intervals of not over 50 feet and at all junctions. 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.

4.1.8 - Road Work (1) (8/07)

The following road work is required: The Purchaser will gravel all transitions onto Clear Creek Road used during the timber sale. This work needs to be completed prior to any hauling. Gravel must be from a weed free source. In general, this will require between five (5) and ten (10) yards of gravel per transition and completed to the satisfaction of the Sale Administrator.

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 wet weather conditions.

4.2.2 - Fill Material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Gravel or fill material must be from a weed free source. Contact the Sale Administrator regarding the availability of onsite sand or gravel from adjacent USFS-owned lands.

4.2.4 - Grading (10/16)

For completion of the sale, USFS roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - 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.

4.4 - Access

4.4.3 - Access gate (12/08)

The USFS access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

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 five (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

5.2.1.11 - Slash for Reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den Trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating Restrictions (9/11)

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to September 30 and December 15 to March 15 or frozen winter conditions. This restriction is because of USFS operating restrictions.

5.2.30 - Landing/Road Topsoil Protection (1/25)

Topsoil on landings and new roads must be removed, stockpiled, and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per Sale Administrator's instructions.

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.

5.2.39 - ORV Trail/Route Protection (4/18)

The Clear Creek Road is an ORV/multi-use trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least five (5) feet above ground. All stumps within five (5) feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the Sale Administrator.

5.4 - Soil Protection

5.4.1 - Rutting Restriction, General (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which are 6 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.4.2 - 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 the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, 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.

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

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to

moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

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

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

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of Raptor Nests (3/13)

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

5.8.9 - GNA, Bat Habitat and Roost Trees (7/25)

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).

During operations if any sick, injured, and/or dead bats (regardless of species) are found in the Sale Area the Purchaser shall report its location to the Sale Administrator as soon as possible, but no more than 12 hours upon discovery.

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

6.2.3 - Recreational Trail Posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Clear Creek Road 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
11-800-26Date
09/04/2025

Forest Management Unit

County

Mapped By: Sullivan

Scale

Page

Of

Baraga Mgt Unit

Baraga

Cruised By: Sullivan/Collins

1:7,920

1

1

Township

Range

Section(s) and

50N

35W

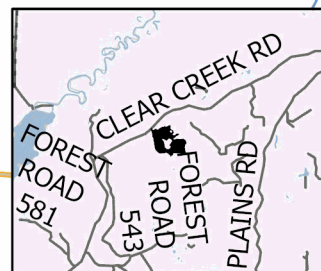
Subdivision(s) Sec. 24 E1/2NW,NE,NESW,N1/2SE;

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

**Locator Map**
1:200,000

From Plains Road/Clear
Creek Road intersection
take Clear Creek roughly
3.7 miles to access road
(gated)

Gate

GNA2 Hershey Creek				
Baraga- Compartment 7905				
UNIT	1	2	3	TOTALS
ACRES	57.4	38.6	15	111.0
Sawlogs MBF				
Basswood	8.8	1.0	2.4	12.2
Red Maple	10.5	0.0	4.8	15.3
Sugar Maple	61.4	41.8	7.2	110.4
Yellow Birch	1.1	0.0	3.4	4.5
TOTAL	81.8	42.8	17.8	142.4
Pulpwood CORDS				
Balsam Fir	5	0	0	5
Mixed Hwd	719	441	176	1336
Mixed Aspen	0	63	5	68
Mixed Spruce	3	0	3	6
TOTAL	727	504	184	1415

Legend

- Against USFS (Orange)
- Against USFS (Unpainted)
- Payment Unit (Orange)
- Private Line (Orange w/ Red Blaze)
- Gate
- ECS Plot
- Survey Corners
- Access Route
- Reconstruction Route
- Retention Areas
- Forest Access Route
- Gravel Road - County

PVT

PVT

Use QR Code to
open Map in App