



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #7636**

**REVISION NOTICE #1 - August 9, 2025**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on Wednesday, August 20, 2025

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

This prospectus has been modified with the following changes.

The sale conditions for the **GNA2 Surroundings** timber sale (63-805-25) 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**

**2.1.3 - Cut Tree Marked Unit(s)**

Within Payment Unit(s) 1, 3, 5-10, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, the following specifications apply:

- Within Payment Units 1, 3, 5-8 and 10, cut all aspen and maple regardless of merchantability. In addition, within Payment Unit 3, do not cut oak or trees marked with orange paint above and below stump height.

- Within Payment Unit 9, cut all maple regardless of merchantability.

**Original**

**2.1.3 - Cut Tree Marked Unit(s)**

Within Payment Unit(s) 1, 3, 5-10, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, the following specifications apply:

- Within Payment Units 3, 5-8 and 10, cut all aspen and maple regardless of merchantability. In addition, within Payment Unit 3, do not cut oak or trees marked with orange paint above and below stump height.

- Within Payment Unit 9, cut all maple regardless of merchantability.

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: GNA2 Surroundings**

**Sale Number: 63-805-25    Seq#: 1**

### **1 - Sale Area**

#### **1.2 - Boundaries**

##### **1.2.1 - Painted Boundaries (9/19)**

The sale boundary and Payment Unit boundaries are marked and identified by orange paint. Exterior sale boundary lines against federal are marked with orange paint, with the exception of the northern boundary of Payment Unit 8, which is unpainted and identified by 17 Mile Road and the eastern boundary of Payment Unit 8, which is unpainted and identified by Forest Road 6041. Interior Payment Unit boundaries are marked with orange paint. Retention patches are marked with orange paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected 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, 5-10, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, the following specifications apply:

- Within Payment Units 1, 3, 5-8 and 10, cut all aspen and maple regardless of merchantability. In addition, within Payment Unit 3, do not cut oak or trees marked with orange paint above and below stump height.

- Within Payment Unit 9, cut all maple regardless of merchantability.

##### **2.1.7 - Leave Tree Marked Unit(s) (6/14)**

Within Payment Unit(s) 2, 4, 11-12, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut trees marked with orange paint above and below stump height. In addition, do not cut any conifer species in Payment Unit 11.

#### **2.2 - Utilization**

##### **2.2.9 - No Chipping Permitted (12/08)**

Within Payment Unit(s) 2-4, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted. All wood from Payment Units 2-4 may be chipped at the past landing location in Payment Unit 5.

##### **2.2.11 - Chipping Restriction (9/14)**

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, chips may not be stored or stockpiled on site for more than 15 days.

##### **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) 8, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### **3.6 - Payment Unit Cutting Schedule**

**3.6.1 - Order of Cutting (1/09)**

Payment Units 2-4 (in any order) shall be cut and completed before moving into any other Payment Units, unless approved by the Unit Manager or his/her representative.

**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.

**4.1.6 - Road Construction (4/24)**

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

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

**4.1.7 - Road Closure (10/11)**

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

**4.1.11 - Permits (2/12)**

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

**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 during wet weather conditions.

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

For completion of the sale, federal 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.

**4.4 - Access****4.4.5 - Federal Property Access (3/11)**

Permission for access across federal land has been obtained by the DNR.

**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 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 tree tops may exceed 24 inches in height.

**5.2.2 - Hazard Trees/Snags****5.2.2.1 - Den Trees (10/16)**

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

**5.2.3 - Operating Restrictions****5.2.3.4 - Oak Wilt Restriction, No Exceptions (1/18)**

Within Payment Unit(s) 1-12, 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.

**5.2.3.11 - Coppice Regeneration Protection (4/10)**

To promote aspen regeneration, within Payment Units 11 & 12, cutting skidding, and hauling are limited to the period of September 1 to March 31. Timber harvesting in Payment Units 11 & 12 must be completed before significant aspen sprouting occurs in that Payment Unit, so as 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) 1-12 are restricted to the period of January 1 to February 28. 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.

**5.2.31 - Landing Locations (9/13)**

Within Payment Units 2-4, no extra trees may be removed for additional landing space. This is because it is a Wildlife Opening.

The past landing/ haul road within Payment Unit 5 may be use as a landing for Payment Units 2-4. No trees from Payment Unit 5 may be taken until Payment Units 2-4 are completed per Specification 3.6.1 (Order of Cutting).

**5.2.32 - Decking/Landing Restoration (9/13)**

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

**5.2.38 - No Decking Against Live Trees (2/04)**

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

**5.2.40 - Pathway Protection (10/10)**

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

**5.2.41 - Snowmobile Trail Protection (9/11)**

17 Mile Road, Comstock Ave and Forest Road 6041 are a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

**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 (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**

**5.8.9 - 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 roads that will be used for hauling 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.

**6.2.2 - Snowmobile Trail Posting (10/20)**

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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 recreational 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****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.