



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #7679

REVISION NOTICE #1 - August 8, 2025

SCHEDULED SALE DATE AND TIME: **10:00 a.m. (local time) on Monday, August 25, 2025**

LOCATION: **SAULT DNR CUSTOMER SERVICE CENTER, 4131 S. M-129, Sault Ste Marie, MI 49783**

This prospectus has been modified with the following changes.

The sale conditions for the GNA2 Pink Lloyd timber sale (45-802-25) have been updated. Sale condition 5.2.3.2 Operating Restrictions has been updated to restrict harvesting in units 2, 3, and 8 to dry summer or frozen winter conditions. 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 Josh Brinks at 906-203-0210.

Sale Specific Conditions & Requirements

Sale Name: GNA2 Pink Lloyd

Sale Number: 45-802-25 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 and red paint or are unmarked and identified by a road. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against federal are marked with orange paint, with the exception of the northern sale boundary, which is unpainted and designated by Arbutus Truck Trail. Interior Payment Unit boundaries are marked with orange dots.

The painted boundary line trees are not Included Timber and are to be protected. Orange dot painted trees designating an interior Payment Unit boundary may not be cut unless marked with blue paint.

2 - Timber Specifications

2.1 - Included Timber

2.1.2 - Clearcut Unit(s) w/o Unmerchantable Trees (8/11)

Within Payment Unit(s) 5, cut all trees which meet minimum piece specifications in 2.2 Utilization.

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any white pine, cherry, cedar or oak.

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

Within Payment Unit(s) 1, 2, 4, 7-14, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability. In addition, Payment Units 7-9 aspen which meets minimum piece specifications must be harvested.

Note that: Payment Unit line trees (two orange dots) may be harvested only if the tree is marked with blue tree marking paint.

2.1.4 - Designated Timber Unit(s) (6/17)

Within Payment Unit(s) 3, aspen, spruce, balsam fir, red maple and sugar maple trees are designated for cutting which meet minimum piece specifications in 2.2 Utilization. No other tree species may be cut unless needed for operability.

Note that: Payment Unit line trees (two orange dots) may be harvested only if the tree is marked with blue tree marking paint.

2.1.11 - Description of Timber Note (2/04)

Note that Payment Unit 6, "Misc. Species" includes low pulpwood volumes of spruce, fir and mixed hardwood. All merchantable trees designated for harvest except white pine, cherry, cedar and oak if present (see spec 2.1.2).

2.2 - Utilization

2.2.6 - Roundwood Operation Required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Trees must be harvested with in-woods processor in order to retain existing understory.

2.2.9 - No Chipping Permitted (12/08)

Within Payment Unit(s) 1-14, all wood must be removed by tree segment, or roundwood. No chipping is permitted.

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) 1-14 may be divided at the request of the Purchaser and upon approval of the Unit Manager.

Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged Timber (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 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

3.6 - Payment Unit Cutting Schedule

3.6.2 - One Active Unit (1/25)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next Payment Unit may be opened. The Purchaser must give a one week notice before finishing a Payment Unit to allow for inspection.

4 - Transportation

4.1 - Construction

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)

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. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road Closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the first 50' of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling Restriction (12/08)

Hauling is restricted on the Arbutus Truck Trail, east of FSR 3358, during spring road restrictions. The restriction does not apply to FSR 3358 north out to M28. This is the class A access for the sale.

4.4 - Access**4.4.1 - Private property access (3/11)**

Permission for access across private land is the responsibility of the USFS. Should the Purchaser desire to cross private land, a copy of the written permission from the private landowner may be required by the DNR. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations. Note that: USFS is in the process of trying to attain a road use permit from private ownership (Bonifis club).

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

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. 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**5.2.2 - 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) 6, cutting, skidding, and hauling are not permitted during the period of April 15 to September 20. This restriction is because of USFS restriction.

5.2.3.2 - Operating Restrictions (9/11)

Within Payment Unit(s) 2, 3 and 8, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of "dry summer" - when the water table is at least 15 inches below the surface of ground or frozen winter conditions. This restriction is because of wet soil types.

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.

5.2.37 - No Decking Areas (12/08)

No decking is allowed on the Arbutus Truck Trail east of FSR 3358 ever. No decking during snowmobile season (December 1 to March 31) is permitted anywhere on the Arbutus. Decking is allowed on the Arbutus west of FSR 3358 outside of snowmobile season. Trucking is allowed on the Arbutus west of FSR 3358 during snowmobile season.

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 Arbutus Truck Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. 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.

5.2.41 - Snowmobile Trail Protection (9/11)

The Arbutus Truck Trail is 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 to be used for hauling during the snowmobile season (December 1 to March 31), then a snow-covered base must be left on the trail. The road must be plowed from shoulder to shoulder. No decking of forest products will be permitted along or within 70 feet of the snowmobile trail during snowmobile season. All stumps within five (5) feet of the snowmobile trail must be cut at ground level.

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

5.8.4 - 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 2 years in a row by a wildlife biologist.

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 the Arbutus Truck Trail 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 Arbutus Truck 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 Arbutus Truck Trail and FSR 3358 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.

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

7.3.3 - Modification for Reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

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.