



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN**

TIMBER SALE PROSPECTUS #7711

REVISION NOTICE #1 - August 26, 2025

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on Wednesday, September 24, 2025

LOCATION: Shingleton Mgmt Unit, PO Box 67, M 28 West, Shingleton, MI 49884

This prospectus has been modified with the following changes:

The sale conditions for the GNA2 Cherry timber sale (41-813-25) have been updated. Please use the attached sale conditions when bidding on this sale and disregard the original sale conditions sent with the prospectus.

Sale Spec 5.2.3.1 has changed as follows:

NEW VERSION:

Within Payment Units (s) 1, unless changed by written agreement, cutting, skidding, and hauling are not allowed from December 1 to March 31. This restriction is to limit snowmobile conflicts.

OLD VERSION:

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of September 1 to December 1. This restriction is to limit snowmobile conflicts.

We apologize for any inconvenience this may have caused. If you need assistance, please contact Robert Burnham at 906-420-1645 ext. n/a.

Sale Specific Conditions & Requirements

Sale Name: GNA2 Cherry

Sale Number: 41-813-25 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted Boundaries (9/19)

Exterior sale boundary lines against Forest Service property are marked with orange paint. 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) 1-4 and 7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 5 and 6, all balsam fir, aspen, red maple, jack pine and white spruce are designated for cutting which meet minimum piece specifications in 2.2 Utilization. In addition, cut all other trees marked in blue paint.

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. This is in order to facilitate future planting operations.

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

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

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing Payment Units (7/14)

Payment Unit(s) with a value over \$20,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are excluded with orange boundary line and marked with white and blue striped flagging. They are shown on the Timber Sale Map. The Purchaser shall not cut, fall, or deck, live or dead trees or operate and/or stage equipment within special protection areas. Trees cannot be felled into the special protection areas. Existing roads on the Timber Sale Map that run through these areas can be used but no improvements can be made. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$10,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and Earthen Piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

4.1.4 - Timber Removed for Construction (3/23)

Trees cut or damaged in the process of pre-approved road, landing, or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the Sale Administrator. Payment will be made at contract prices or average prices, if not on the contract.

4.1.6 - Road Construction (4/24)

Construction of new roads will not be allowed unless approved by the Forest Service. Improvements of existing roads (except through special protection areas) 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)

Overgrown roads that are reopened shall be considered new roads and will need to be blocked to vehicle traffic upon completion of the sale. Forest Service Road 2153 will need to be closed after completion of the sale; the closure will start east of the Haywire Grade. Also, Forest Service Road 2468b will need to be closed. This will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed for the first 300 feet of the road(s) and then at specific locations determined by the Sale Administrator. In addition, temporary turnarounds will need to be slashed in when complete. 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 route for Payment Units 2-6 will be Forest Service Road 2251 west to Highway 13. The restriction is due to restricted bridges on the Haywire Grade and Chamberlain Road.

4.2.4 - Grading (10/16)

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

5 - Operations**5.1 - Notification****5.1.1 - Pre-sale Conference (10/16)**

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

5.1.4 - Post-Sale Conference (10/16)

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

5.2 - Conduct of Operations

5.2.1 - Slash**5.2.1.2 - Slash Removal****5.2.1.2.1 - Slash Removal, Right-of-Way (9/16)**

All slash must be removed at least 25 feet from the cleared right-of-way of forest roads, slash must be reduced to 1 foot and no higher than 4 feet everywhere else. Slash cannot be windrowed. Slash must be reduced to 2 feet in the zone of 25 feet to 50 feet along Forest Service Road 2468.

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, unless changed by written agreement, cutting, skidding, and hauling are not allowed from December 1 to March 31. This restriction is to limit snowmobile conflicts.

5.2.3.6 - Bark Beetle Restriction (1/25)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two (2) inches in diameter are removed from the Sale Area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within 15 days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.32 - Decking/Landing Restoration (9/13)

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

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

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

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

The Haywire Grade is an ORV 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. In the zone between 20 feet of centerline and 50 feet of centerline slash must be reduced to 2 feet. No decking is allowed on the trail; decking is limited to back-ins that must be pre-approved at the pre-sale meeting.

5.2.41 - Snowmobile Trail Protection (9/11)

The Haywire Grade 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 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. The trail can only be used in the snowmobile season to harvest Payment Unit 7. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31 for harvesting the other Payment Units, except it can be crossed at a right angle. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. In the zone between 20 feet of centerline and 50 feet of centerline slash must be reduced to 2 feet. 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 are 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.

5.6 - 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-shouldered Hawk or Goshawk (2) (8/25)

In the event that an active red-shouldered 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 July 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 Forest Service Roads 2153, 2148, 2298 and 2468 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 Haywire Grade 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 Haywire Grade 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.