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April 17, 2017  
Notice of Timber Sale  
Sale ID# 11338  
Burke County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Tuesday, May 9, 2017, for the unit sale of pine and hardwood on 768 acres of Department of Natural Resources (DNR) property located on Di-Lane Plantation WMA in Burke County.

The sale area is located approximately nine (9) miles southwest of Waynesboro, GA on Herndon Road; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 38, block E1.

This timber sale consists of 239.6 acres of planted pine and 512.4 acres of natural pine and hardwood where trees marked with blue paint are to be harvested. Also, there are hedgerow areas designated as "Clearcut Area" on attached map where trees marked with orange are not to be harvested. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of timber volume is 7,422 tons of pine and 315 tons of hardwood. Volume estimate is not guaranteed. We encourage interested buyers to inspect the sale area and determine your own estimate of timber volumes.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission 1055 East Whitehall Road, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Tuesday, May 9, 2017 at the Burke County Unit of the Georgia Forestry Commission located at 1508 U.S Highway 25 South, Waynesboro, GA (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "Di-Lane Plantation WMA FY17 #11338 Bid Sale" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc). If a box on bid form is not applicable, indicate as "N/A." **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids should be clearly marked "Di-Lane Plantation WMA FY17 #11338 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. A check made payable to the **Georgia Forestry Commission** in the amount of \$5,000.00 must be enclosed in the sealed bid. Checks of unsuccessful bidders will be returned following bid opening. The successful bidder's check will be held in escrow and credited towards the performance bond. The performance bond amount will be \$5,000.00 or 10% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

Continued...

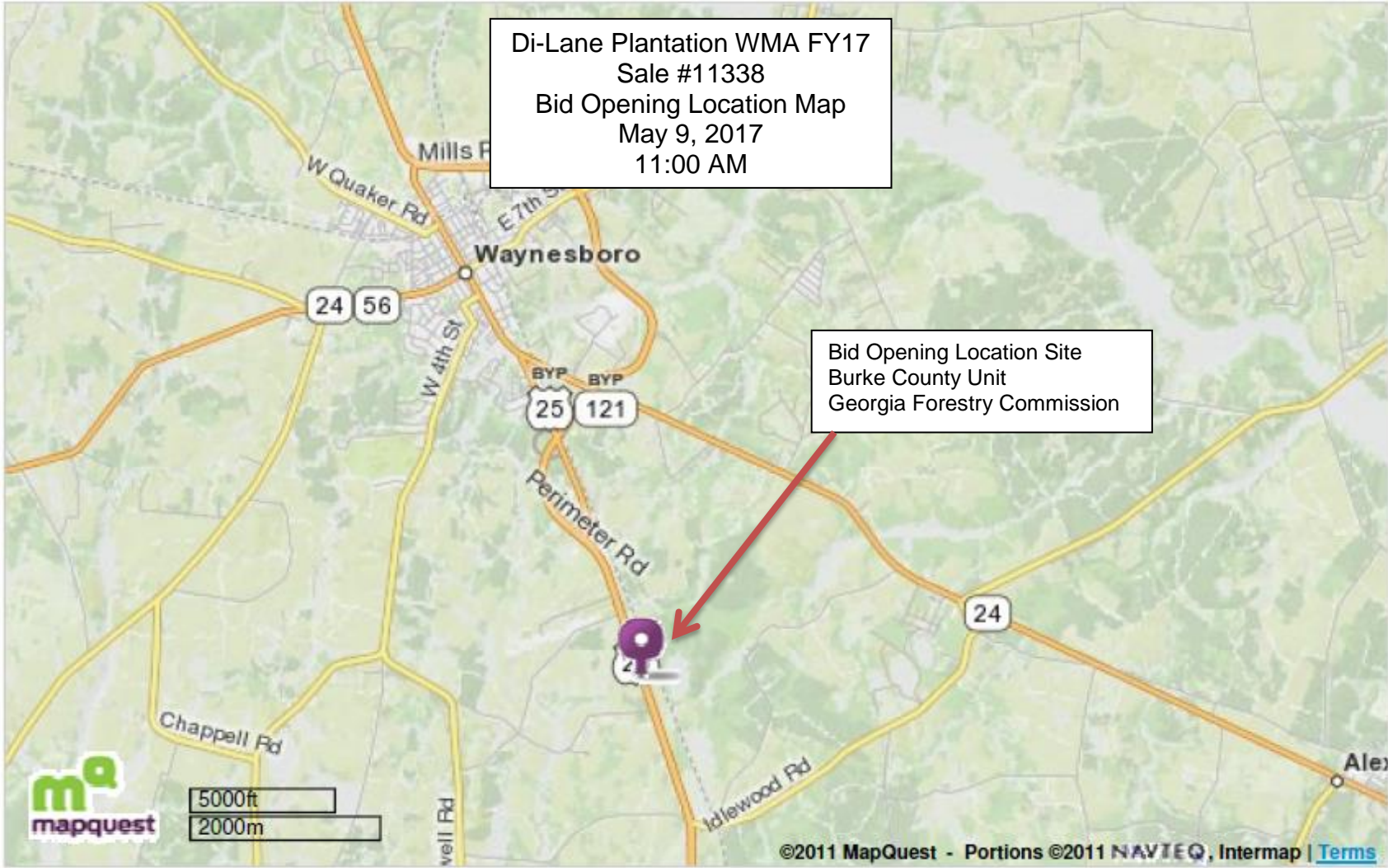
A sample contract, bid form and maps of sale area are included with this timber sale notice. Also attached is the “Timber Harvest Inspection” form to be used by a GA DNR representative when making periodic inspections of harvesting operations. **Notice: Be sure to read through the “Timber Harvest Contract.”** The timber sale contract will terminate six (6) months from the contract signing date. Contract signing and receipt of payment will occur no later than thirty (30) days after bid opening. Additional road work that may be required must be approved by GA DNR and will be buyer’s responsibility. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact IB Parnell, GA DNR, at 404-985-6137.

**The Georgia Forestry Commission reserves the right to reject any and all bids.**

Sincerely,  
*Ben Hammond*  
Ben Hammond, RF  
Staff Forester

Di-Lane Plantation WMA FY17  
Sale #11338  
Bid Opening Location Map  
May 9, 2017  
11:00 AM

Bid Opening Location Site  
Burke County Unit  
Georgia Forestry Commission



**GEORGIA FORESTRY COMMISSION - TIMBER BID FORM**  
**Di-Lane Plantation WMA FY17 Sale ID# 11338**

COMPANY NAME: \_\_\_\_\_ FED. ID # OR S.S. #: \_\_\_\_\_

COMPANY REPRESENTATIVE: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulpwood					
Pine top wood					
Pine chip & saw					
Pine saw timber					
Hardwood pulpwood					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each product listed on this bid form, only one price per product class. In order to validate this bid, a bid deposit in the form of a \$5,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond.

**THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**GEORGIA DEPARTMENT OF NATURAL RESOURCES  
TIMBER HARVEST CONTRACT  
FOR  
STATE OWNED LANDS  
Di-Lane Plantation WMA FY17 Sale# 11338  
Thinning**

**STATE OF GEORGIA**  
**COUNTY OF**           Burke          

This **TIMBER HARVEST CONTRACT** (the “**CONTRACT**”) is made and entered into by and between the **GEORGIA DEPARTMENT OF NATURAL RESOURCES**, 2065 U.S. Highway 278 SE, Social Circle, GA 30025 hereinafter referred to as “**DNR**”, and

of \_\_\_\_\_ (address) hereinafter referred to as the  
\_\_\_\_\_ the  
“**BUYER**”.

WITNESSETH:

ARTICLE I. Obligations of the DNR:

1. DNR agrees to sell to the BUYER all those forest products to be harvested as defined here, and hereby represents and warrants it has good and unencumbered title to such timber:
  - a) Location and Description of Sale Area  
The timber sale area, approximately 768 acres, is located approximately nine (9) miles southwest of Waynesboro, Georgia on Di-Lane Plantation WMA and is bounded by State Route 56, Pinehill Church Road, Herndon Road and Buckhead Creek. All uplands are marked for thinning except for “No Entry” areas. The specific sites are designated on the attached maps as Exhibits “A”, “B” & “C” which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the “PROPERTY”.
  - b) Method of Harvesting Forest Products  
Timber shall be harvested according to specific instructions found in “Timber Harvest Specifications”, Article III, Paragraph 1.
2. DNR agrees to allow the BUYER ingress and egress across and upon the PROPERTY for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. DNR shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.
4. The parties agree that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission (GFC) publication “Georgia’s Best Management Practices for Forestry” and in the publication “Best Management Practices for Forested Wetland in Georgia” are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the DNR at the rate of  
\$\_\_\_\_ per ton for pine pulp wood (wood specs: \_\_ inch minimum top, \_\_ inch minimum butt, \_\_ feet minimum length)

Buyer’s Initials _____	Seller’s Initials _____
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\$\_\_\_ per ton for pine top wood (wood specs: \_\_\_ inch minimum top, \_\_\_ inch minimum butt, \_\_\_ feet minimum length)

\$\_\_\_ per ton for pine chip & saw (wood specs: \_\_\_ inch minimum top, \_\_\_ inch minimum butt, \_\_\_ feet minimum length)

\$\_\_\_ per ton for pine saw timber (wood specs: \_\_\_ inch minimum top, \_\_\_ inch minimum butt, \_\_\_ feet minimum length)

\$\_\_\_ per ton for hardwood pulp wood (wood specs: \_\_\_ inch minimum top, \_\_\_ inch minimum butt, \_\_\_ feet minimum length)

for the forest products designated for harvesting in ARTICLE I of this CONTRACT.

Payment for forest products shall be made by the BUYER to the **Georgia Forestry**

**Commission** as follows: \$\_\_\_\_\_, 50% of the estimated total sale price, (the "ADVANCE"), based on the BUYER's bid for the volumes and products offered in ARTICLE I, is to be paid at the time of CONTRACT execution. The parties agree that this payment is nonrefundable except under the following circumstances:

- 1) If the estimated volume of timber's, as described in ARTICLE I, value does not equal or exceed the 50% payment made by the BUYER to the DNR, the difference between the value of the timber cut and removed, based upon scale tickets delivered to DNR, and the 50% payment shall be refunded to the BUYER by the DNR.
- 2) If a material breach by the DNR prevents BUYER from harvesting and removing timber valued less than the 50% payment made by the BUYER to the DNR, the difference between the value of the timber cut and removed, based upon scale tickets delivered to DNR, and the 50% payment shall be refunded to the BUYER by the DNR.

Following harvest equivalent to the initial 50% payment, the remainder will be due at the time of harvest on a per-unit basis. Payment is to be made to: The **Georgia Forestry Commission** and mailed, along with a cutting report and sales record recapping the timber types, weights and payment classifications, to GA-DNR WRD Forest Management Unit, 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. **Reference sale ID# 11338 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the DNR.

2. Agrees to pay DNR for any biomass harvested:

- a. Tops and branches of merchantable harvested trees \_\_\_\_\_ (will or will not) be harvested and delivered to biomass markets.
- b. Understory trees with diameter at breast height less than five inches \_\_\_\_\_ (will or will not) be harvested and delivered to biomass energy markets.
- c. Payment for any harvested biomass will be made as described in Article II paragraph 1 of this CONTRACT. The DNR also recognizes the benefit in removing this material in preparation for reforestation.

3. Agrees to pay the DNR a performance bond equal to \$\_\_\_\_\_ (ten percent (10%) of the estimated total sale price or \$5,000.00, whichever is greater) upon the execution of this CONTRACT. The performance bond will be returned to the BUYER less any damages as determined by the terms within this CONTRACT. The DNR shall have up to sixty (60) days from the termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from said bond.

Buyer's Initials _____	Seller's Initials _____
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4. Agrees to harvest the entire sale area per within six (6) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by the DNR, time lost will be added to the CONTRACT PERIOD. In the event the BUYER is unable to harvest within the CONTRACT PERIOD, as it may be extended by agreement or weather conditions, the BUYER will forfeit the performance bond.
5. Will prior to the execution of this CONTRACT, provide to the DNR and GFC proof of Worker's Compensation insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.
6. Will repair to original condition or pay for cost of replacement, any damage caused by the BUYER, to fences, roads or other improvements of the DNR.
7. Will reimburse the DNR for all costs borne by the DNR and GFC in suppressing any wildfires or cost of wildfire damages incurred or caused by the BUYER or his/her agent upon lands subject to this CONTRACT.
8. Will indemnify, release, and hold the DNR, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no indemnitee shall be indemnified for the results of that indemnitee's sole negligence or, in the case of multiple negligence, for the share caused by the indemnitee's negligence.
9. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.

### ARTICLE III. THE PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved by the DNR.
  - Timber Harvest Specifications
  - a. Standing trees will become the property of the BUYER once they are severed from the stump and appropriate compensation will be paid by the BUYER according to the terms of this CONTRACT.
  - b. Only merchantable trees marked with blue paint are to be harvested. Within the areas designated as "Clearcut Area," all merchantable trees not marked with orange paint are to be harvested. See Exhibit "A", Timber Harvest Plan, for detailed instructions on this harvest.
  - c. Pine stumps shall be no more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be no more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
  - d. "Brows" or "Loading Decks" will be placed a specified distance from roads or highways to prevent visual contact of these areas. Decks shall be agreed upon by the BUYER and the DNR prior to construction.

Buyer's Initials _____ Seller's Initials _____
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- e. Any merchantable pulpwood, logs or other forest products cut by the BUYER but not hauled off within four (4) weeks thereafter shall be scaled by the DNR while observed by a representative of the BUYER and the BUYER shall be charged at the rate of one and one quarter (1.25) times the rate reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2.
  - f. Excessive damage to residual trees will be compensated for by the BUYER. The BUYER shall be charged at the rate of three (3) times the rates reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the DNR.
2. Wood Flow Accounting Procedures – The DNR will provide the BUYER with load tickets which will operate as a security device and record for the timber cut under this CONTRACT. These load tickets will be subsequently numbered documents in multiple part forms. The BUYER will be responsible for completing the pertinent information on the form for each load, attaching one part (section 3) of the load ticket to the load of timber at the loading site, and depositing another part of the ticket (section 2) into a lock box at the site provided for by the DNR. Section 1 of the load ticket will be kept in the ticket book by the BUYER. The BUYER shall have the loads weighed across any state certified or forest products industry scale, with the scale weight recorded on a written scale ticket. The BUYER shall attach (section 4) of the load ticket to the corresponding scale ticket for each week's deliveries, with a cutting report and sales record recapping the timber types, weights and payment classifications and shall be mailed on a weekly basis to GA-DNR WRD Forest Management Unit 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. Spot checks will be made by the DNR or DNR in the field to make sure trailers are tagged properly. If the BUYER fails to produce load tickets and scale tickets that correspond to all load tickets used and deposited in the lock box, the BUYER shall pay the DNR for each missing ticket at the rate of 24 tons of the highest value product in Article I. Any load tickets issued to the BUYER which are unused at completion of the sale must be returned to the DNR. The BUYER is responsible for load tickets \_\_\_\_\_ **through** \_\_\_\_\_ for this CONTRACT.
  3. If either party fails to cure any material breach (including, without limitation, failure to make a payment when due) within 30 days after written notice, the other party may suspend performance or terminate the Agreement and exercise any other legal rights or remedies.
  4. The DNR and GFC reserves the right to perform periodic inspections to determine whether or not the terms of this CONTRACT are being achieved and to suspend operation when weather conditions may result in damage to the site, until conditions improve. Timber Harvest Inspection form is attached as Exhibit "D."
  5. The BUYER will notify the DNR at least two days prior to completion of timber harvesting and removal of logging equipment.
  6. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from Georgia Forestry Commission stating timber harvest activities are satisfactorily completed or six (6) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
  7. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
  8. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the DNR.

Buyer's Initials _____ Seller's Initials _____
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9. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the DNR. The DNR shall approve, in writing, any new Buyer to the CONTRACT or any Buyer that is not named as the BUYER to this CONTRACT.
10. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State forest lands and to oversee the sale of timber and other forest products grown on such lands.
11. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless DNR, in writing, decides that a different court has jurisdiction.

**IN WITNESS WHEREOF**, the parties have affixed signatures this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_ .

WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DNR: \_\_\_\_\_

DATE: \_\_\_\_\_

## Exhibit "A"

### Georgia Department of Natural Resources Forest Management Unit Timber Harvest Plan

**Timber Sale Name:** Di-Lane WMA FY'17

**GFC Sale ID:** 11338

**Harvest Acreage:**  Thinning  
 Timber Stand Improvement  
 Clear-cut  
 Other: \_\_\_\_\_

**Harvest System:**  Conventional  
 Cut to length

#### **Harvest Description:**

##### General Information

Harvest equipment shall stay within sale boundary. Trees to be harvested are marked with blue paint. Within stands (hedgerow areas) labelled "Clearcut Area" on Exhibit "C," leave trees are marked with orange paint. Damaged areas on leave trees that get skinned in the thin stands should be painted over with brown or black tree wound paint. Remove all logging slash from roads and firebreaks prior to moving to different areas.

An on-site, pre-harvest meeting will be required between the DNR forester, the timber buyer and the logger prior to any harvest activities. Notification of logging activities moving on or off of the sale is required at least 24 hours ahead of time.

##### Streams

SMZs are found in the sale area and are marked with orange paint. Equipment entry is prohibited into these areas.

##### Log Decks and Logging Slash

Only proposed logging decks as indicated on the activity maps are to be used. Loggers are encouraged to use the minimum number of decks possible. Logging slash should be piled dirt free with the skidder grapple at least 25' away from residual trees. Decks should be placed far enough off of roads or firebreaks to avoid impacting them. Trucks are not to be loaded or trimmed in roads or firebreaks.

##### Roads

All WMA road access must be maintained and returned to original condition or better. All roads used for harvest activities must be and remain in BMP compliance throughout the harvest and upon final inspection of the harvest area.

##### No Entry Areas

Entry of equipment into areas bounded with a double diagonal mark of orange paint is absolutely prohibited.

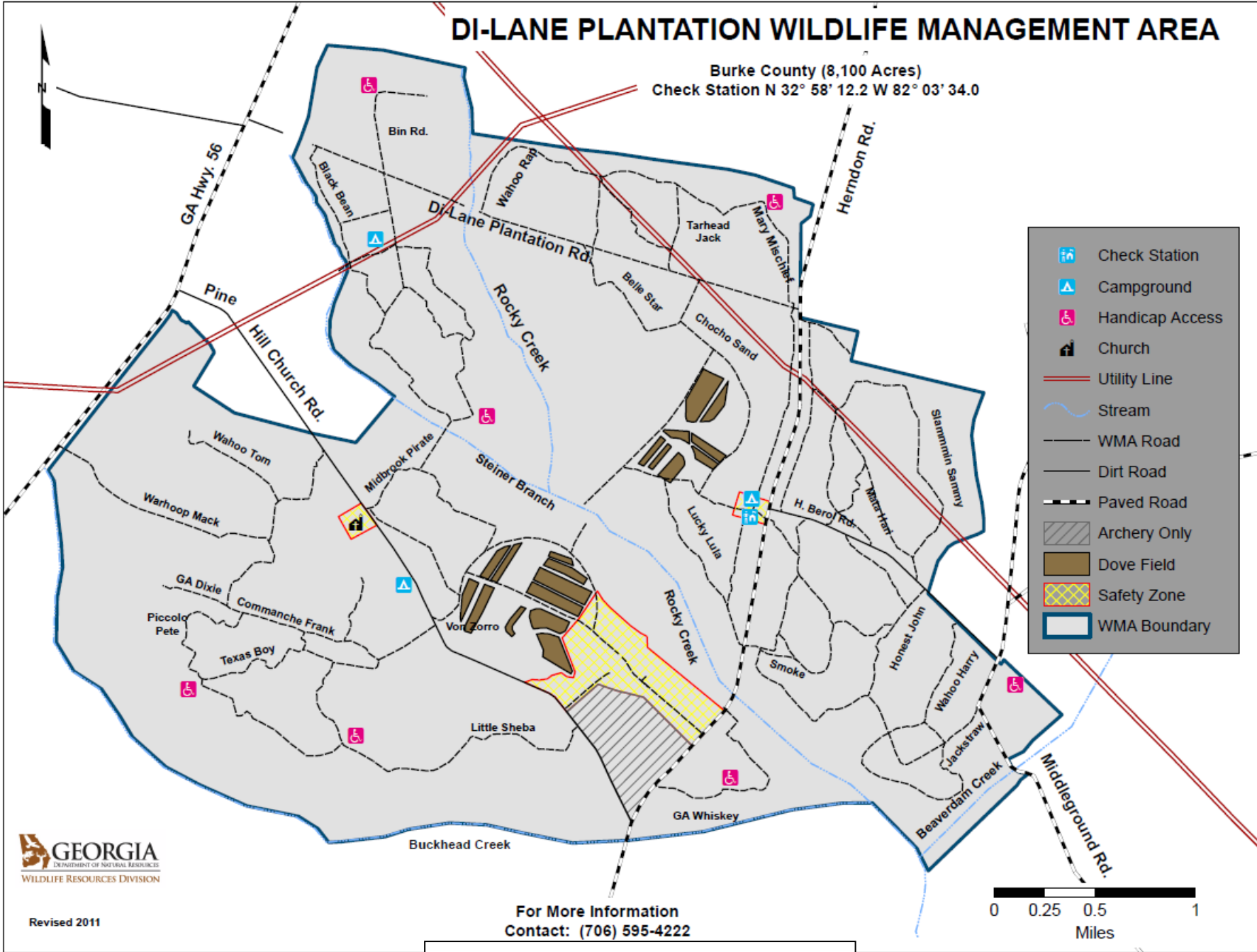
##### **Maps:**

See attachments

Exhibit "B"

# DI-LANE PLANTATION WILDLIFE MANAGEMENT AREA

Burke County (8,100 Acres)  
Check Station N 32° 58' 12.2" W 82° 03' 34.0"



Revised 2011

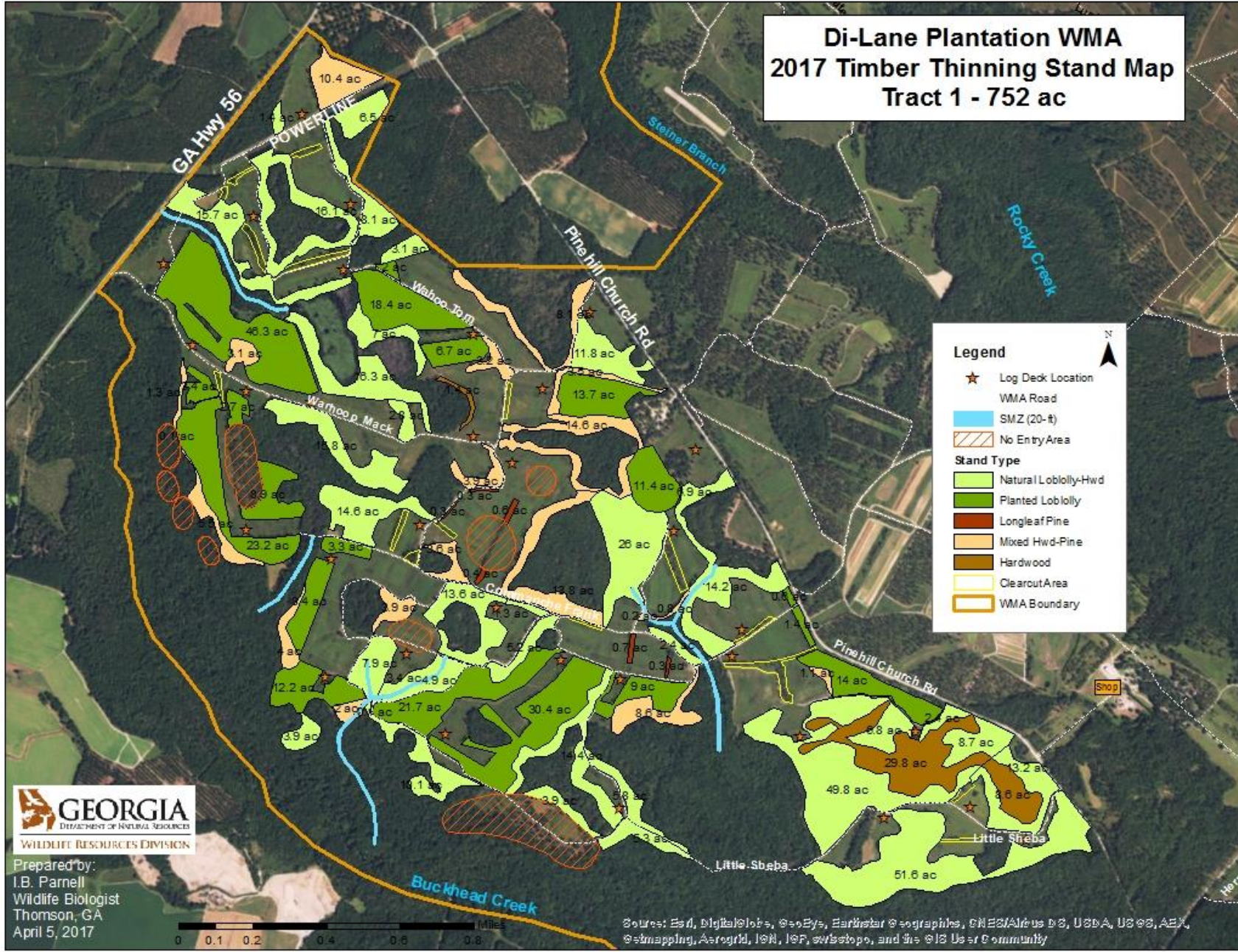
For More Information  
Contact: (706) 595-4222

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



Exhibit "C"

**Di-Lane Plantation WMA  
2017 Timber Thinning Stand Map  
Tract 1 - 752 ac**



Prepared by:  
I.B. Parnell  
Wildlife Biologist  
Thomson, GA  
April 5, 2017

Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, SwMapping, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

Exhibit "D"

**Timber Harvest Inspection**



Sale Name: \_\_\_\_\_  
 Sale Type: \_\_\_\_\_  
 Inspection Date: \_\_\_\_\_

Inspection Type:  
 Weekly \_\_\_\_\_  
 Final \_\_\_\_\_

	Yes	No	N/A	Follow-up	Date Completed
<b>1 Safety</b>					
A Operation being conducted in a safe manner	_____	_____	_____	_____	_____
<b>2 Harvest</b>					
A Stump heights acceptable	_____	_____	_____	_____	_____
B Satisfactory separation, utilization and trim of products	_____	_____	_____	_____	_____
C No excessive damage to residual trees	_____	_____	_____	_____	_____
D All designated trees cut	_____	_____	_____	_____	_____
E Load tickets properly filled out, displayed and documented	_____	_____	_____	_____	_____
F Log decks properly located and stabilized	_____	_____	_____	_____	_____
G Harvest plan being followed	_____	_____	_____	_____	_____
<b>3 Roads</b>					
A Entrance to public roads comply with ordinances	_____	_____	_____	_____	_____
B Ditches, dips and water turnouts functioning	_____	_____	_____	_____	_____
C State and county roads free from mud and debris	_____	_____	_____	_____	_____
D Road shoulders undamaged by logging equipment	_____	_____	_____	_____	_____
E Roads properly maintained and stabilized	_____	_____	_____	_____	_____
<b>4 Streamside Management Zones</b>					
A If harvesting in SMZ, soil disturbance is avoided	_____	_____	_____	_____	_____
B Number of stream crossings minimized	_____	_____	_____	_____	_____
C Streams free of sedimentation, tops and debris	_____	_____	_____	_____	_____
D Stream crossings are properly installed and stabilized	_____	_____	_____	_____	_____
E Proper culvert size used	_____	_____	_____	_____	_____
F Timber removal from SMZ follows prescription or state BMP guidelines	_____	_____	_____	_____	_____
<b>5 Best Management Practices</b>					
A Chemical or petroleum product spills absent	_____	_____	_____	_____	_____
B Skid trails minimized and on contour or slope of <25%	_____	_____	_____	_____	_____
C Temporary roads and skid trails closed and stabilized	_____	_____	_____	_____	_____
D Temporary stream crossings removed if no longer in use	_____	_____	_____	_____	_____
E Logging decks in compliance with state BMPs	_____	_____	_____	_____	_____
F Road construction in compliance with state BMPs	_____	_____	_____	_____	_____
G Rutting in compliance with state BMPs	_____	_____	_____	_____	_____
H Trash properly disposed of	_____	_____	_____	_____	_____

**6 Comments**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inspecting Forester: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_