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Dry Branch, GA 31020
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January 25, 2017
Notice of Timber Sale
Sale ID# 11371
Berrien County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, March 1, 2018, for the lump sum sale of pine and miscellaneous hardwood on 175.6 acres of Department of Natural Resources (DNR) property located on Paradise PFA in Berrien County.

The sale area is located approximately two (2) miles southeast of Brookfield GA off Brookfield Nashville Rd; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 59, blocks B8 & C8. This timber sale consists of 4.3 acres of thinning and 171.3 acres of clear-cut. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of timber volume is 12,335 tons of pine and an incidental amount 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 Tucker, Georgia Forestry Commission 705 Hwy 32 East, Ocilla, GA 31774. Bids will be publicly opened at 11:00 a.m. on Thursday, March 1, 2018 at the Paradise PFA office located at 536 Paradise Dr. Enigma, Ga. 31749 (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 "Paradise Public Fishing Area FY18 CC/Thin #11371 Bid Sale" written on front of envelope **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids should be clearly marked "Paradise Public Fishing Area FY18 CC/Thin #11371 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...

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 twelve (12) 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 Tucker, GFC, at 478-733-6237. For questions specific to the sale area, contact Michael Staton, GA DNR, at 404-844-6448.

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

Sincerely,

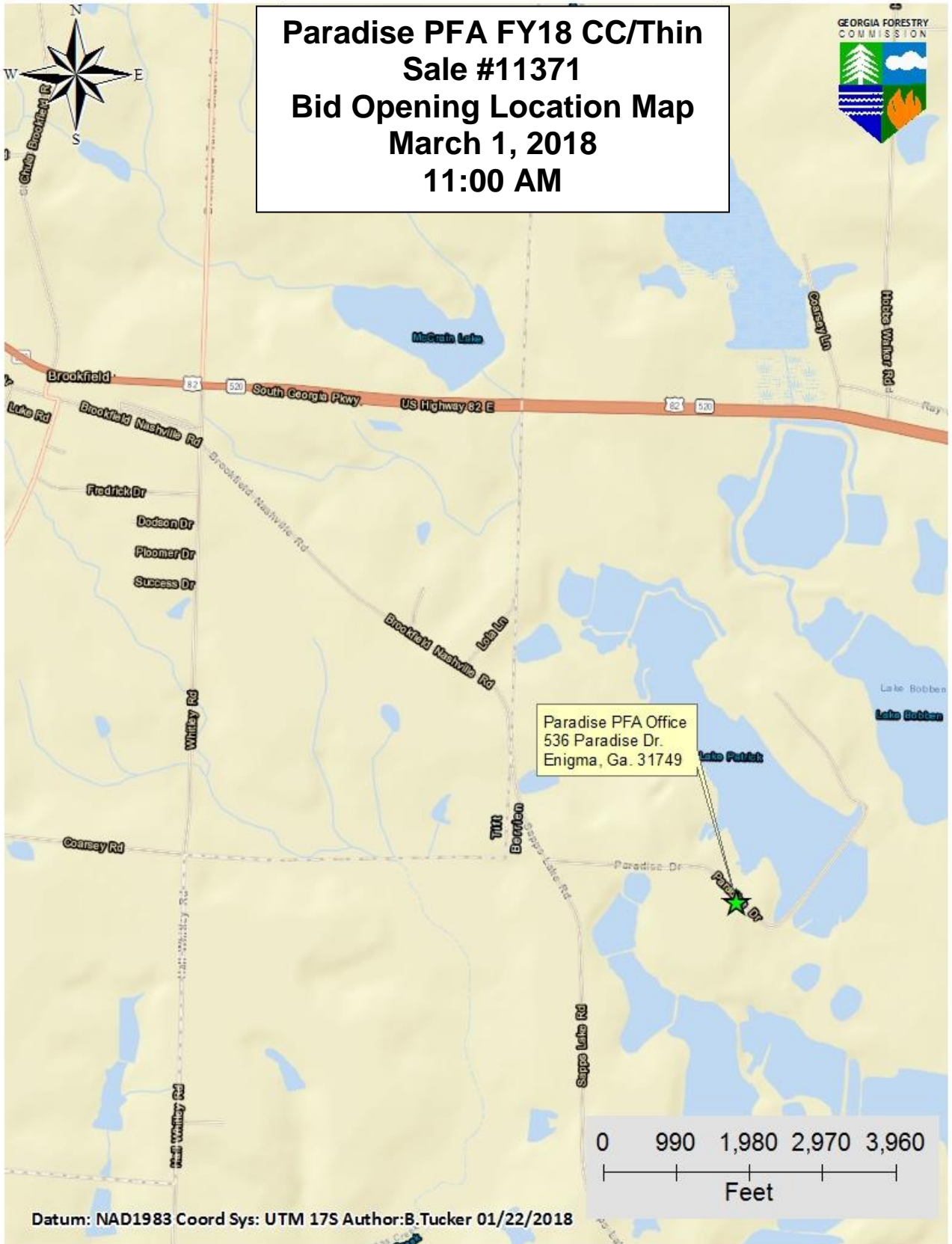
Ben Tucker

Ben Tucker

State Lands Forest Management

Field Supervisor

**Paradise PFA FY18 CC/Thin
Sale #11371
Bid Opening Location Map
March 1, 2018
11:00 AM**



Datum: NAD1983 Coord Sys: UTM 17S Author: B.Tucker 01/22/2018

GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Paradise PFA FY18 Sale ID# 11371

COMPANY NAME: _____

FED. ID # OR S.S. #: _____

COMPANY REPRESENTATIVE: _____

TELEPHONE #: _____

ADDRESS: _____

Lump Sum Bid: \$ _____

I understand that this is a lump sum timber sale. 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
Paradise Public Fishing Area FY18 Sale# 11371
Thinning & Clear-cut**

STATE OF GEORGIA
COUNTY OF Berrien

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 the **"SELLER"**, and

of _____ hereinafter referred to as the **"BUYER"**.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. SELLER 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 175.6 acres, is located approximately two (2) miles southeast of Brookfield, Georgia on Paradise PFA.. The specific sites are designated on the attached maps as Exhibits "B", "C", & "D" 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. SELLER 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. SELLER 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 SELLER \$_____ 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 SELLER as follows: 100% of the total sale price is to be paid to the **Georgia**

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| Buyer's Initials _____ Seller's Initials _____ |
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Forestry Commission at the time of CONTRACT execution. **Reference sale ID# 11371 on all checks.**

2. Agrees to pay the SELLER 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 SELLER 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.
3. Agrees to harvest the entire sale area per within twelve (12) 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 SELLER, 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.
4. Will prior to the execution of this CONTRACT, provide to the SELLER 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.
5. 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 SELLER.
6. Will reimburse the SELLER for all costs borne by the SELLER 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.
7. Will indemnify, release, and hold the SELLER, 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.
8. 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 SELLER.
Timber Harvest Specifications
 - a. See "Timber Harvest Plan" (Exhibit A) for detailed instructions.
 - b. 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.

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| Buyer's Initials _____ | Seller's Initials _____ |
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- c. "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 SELLER prior to construction.
 - d. 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 forest product prices found in the latest edition of Timber Mart South and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the SELLER.
2. 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.
3. The SELLER 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 "E."
4. The BUYER will notify the SELLER at least 48 hours prior to moving logging equipment onto PROPERTY to commence timber harvesting operations and 48 hours prior to completion of timber harvesting operations and removal of logging equipment.
5. 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 twelve (12) 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.
6. No harvesting will be allowed during two waterfowl hunts that will be on Saturdays in December and January or on Saturday dove hunts. See current hunting regulations handbook for specific dates.
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 SELLER.
9. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER. The SELLER 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 SELLER, in writing, decides that a different court has jurisdiction.

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| Buyer's Initials _____ | Seller's Initials _____ |
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IN WITNESS WHEREOF, the parties have affixed signatures this _____ day of _____
20 _____ .

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

Exhibit "A"

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

Timber Sale Name: Paradise Public Fishing Area FY'18 CC/Thin 175.6 Ac

Proposal Number:

Harvest Acreage: Thinning
 Timber Stand Improvement
 Clear-cut
 Other: _____

Harvest System: Conventional
 Cut to length

Note: A pre-harvest meeting is required between the GA DNR, timber buyer, and logger prior to any harvest activity. Notification is required 24-hours in advance of loggers moving on or off of the sale area.

Harvest Description:

General Information

This lump sum timber harvest consists of a final harvest (clearcut) of approximately 171.3 acres of timber with the following breakdown: 157.9 acres of 1984/1985 planted slash and loblolly pine and 13.4 acres of 1954 natural slash/longleaf pine to be clearcut plus 4.3 acres of 1984/1985 planted slash and loblolly pine to be thinned around the existing campground.

- Boundary trees are marked with orange paint and should be left unless they have an "X" on them. Leave trees have been indicated with a blue ring in the camping area that is being thinned.
- Cut or knock down all trees greater than 3" DBH that fall within the clearcut areas. Smaller trees in the thin (campground) area can be left for privacy.
- Avoid dropping any tree or debris in firebreaks or roads.
- Rutting in the stands must be avoided.
- Paint all damaged/skinned crop trees with black or brown paint in the thin area before proceeding to the next stand or area.
- Skidding across roads should be avoided and should be preapproved by GA DNR if deemed necessary.
- Avoid gopher tortoise burrows.

Streams

There are no known streams in the harvest areas, however, avoid crossing any man-made ditch unless approved by FMU personnel. Working around the edges of some of the ponds could get wet. Rutting must be avoided in these areas.

Log Decks and Logging Slash

Only proposed log deck locations as indicated on sale maps are to be used. Loggers are encouraged to use the minimum number of decks as possible. Decks should be placed far enough off of roads to avoid impacting the roads. Trees should be run over with the skidder while in the

Buyer's Initials _____ Seller's Initials _____

woods and before being skid to the log deck in order to remove most limbs. Logging slash should be piled dirt free near the deck with the skidder. Slash piles should be at least 30 feet from residual trees. Remove logging slash from roads and firebreaks once a stand is harvested.

Roads

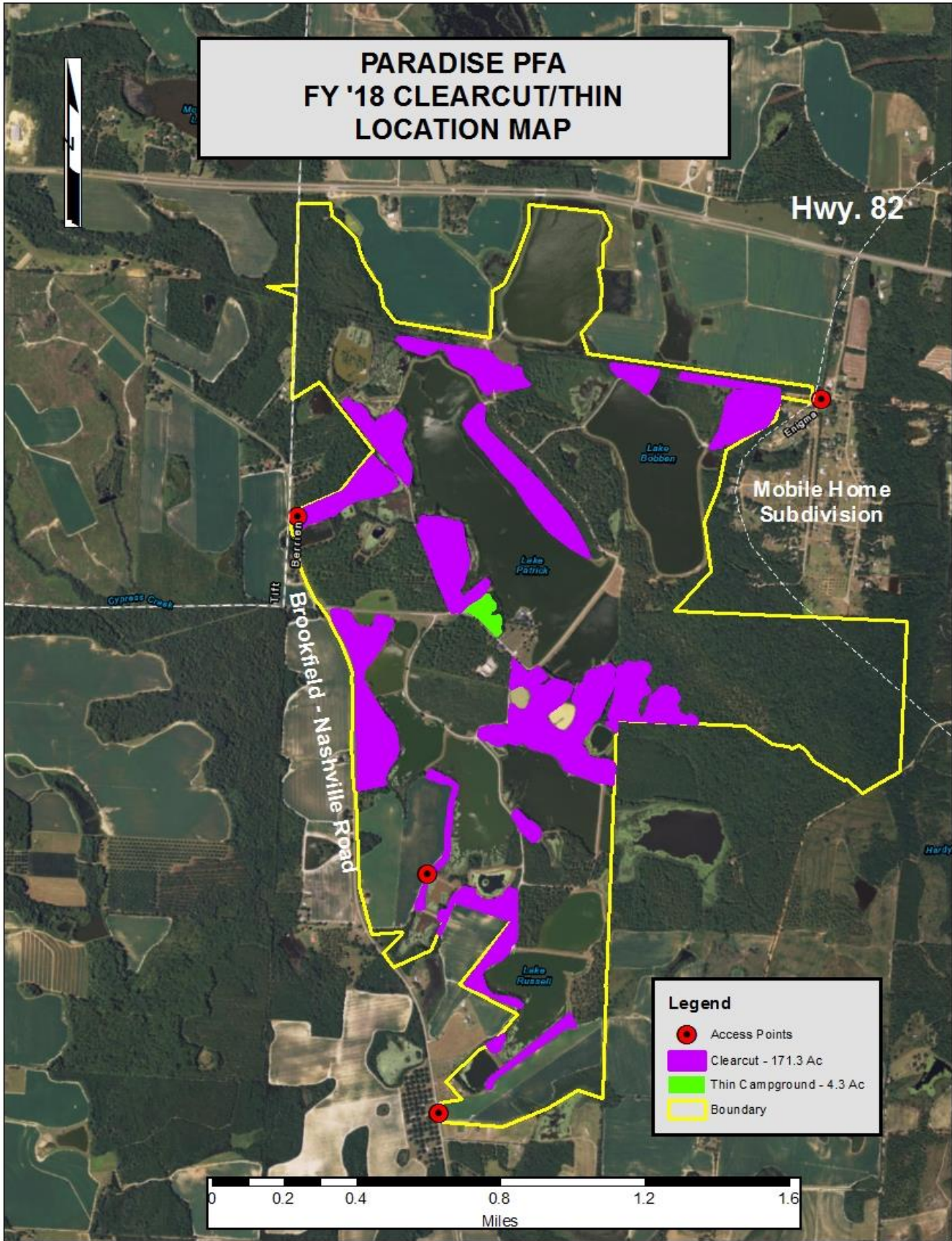
Access to the stands is gained off of the Brookfield-Nashville Road and off of Bussey Street in Enigma. Designated access points have been established in order to minimize travel on paved PFA roads since the asphalt on those roads is thin and not designed for log truck traffic. Most, if not all, travel on paved PFA roads can be avoided by using these access points, however, the DNR may need to improve access to a couple of the spots. The DNR will be responsible for access improvement if needed.

Harvest Restriction Dates

No harvesting will be allowed during two waterfowl hunts which will be on Saturdays in December and January or on Saturday dove hunts. See current hunting regulations handbook for specific dates

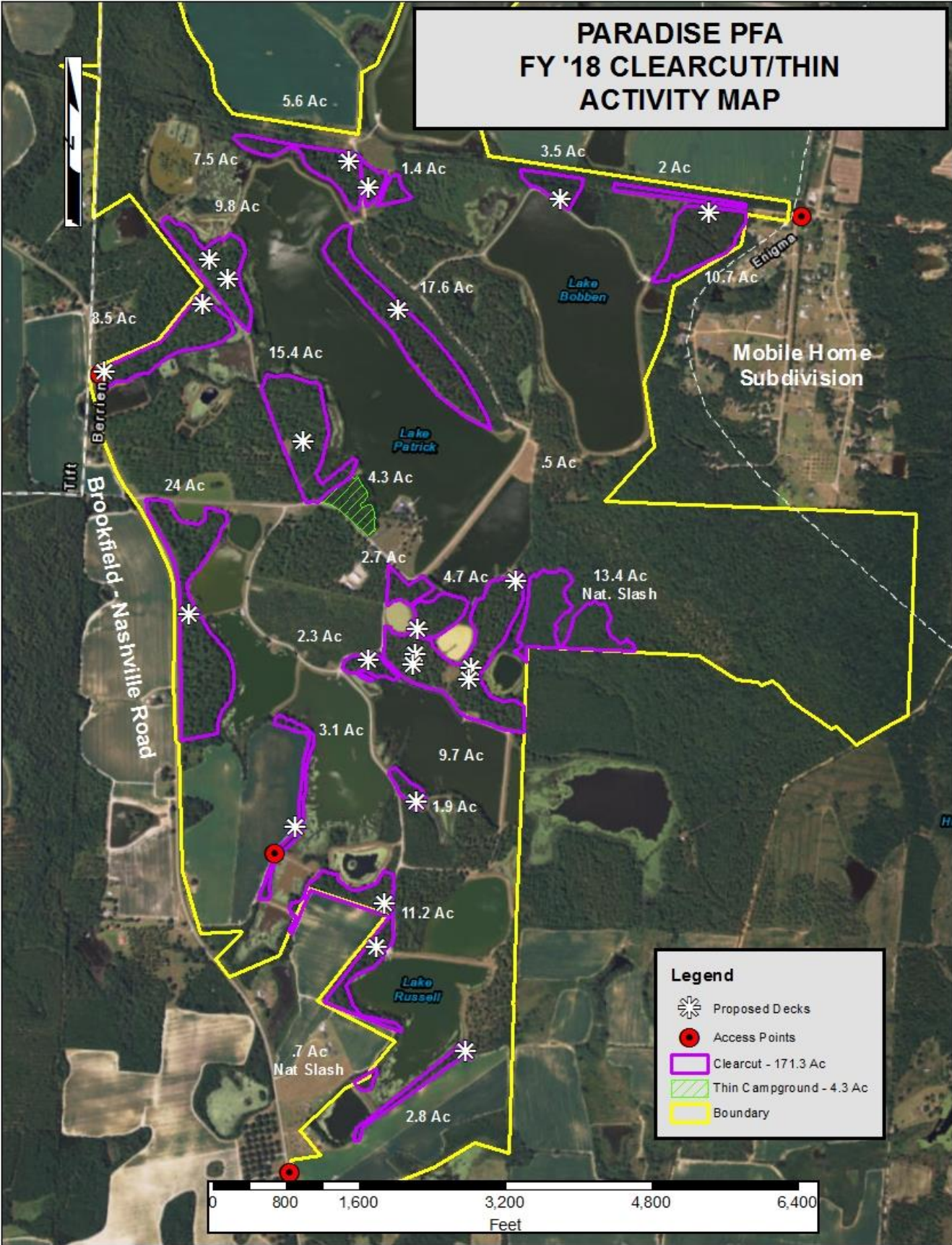
Maps: See attachments

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| Buyer's Initials _____ | Seller's Initials _____ |
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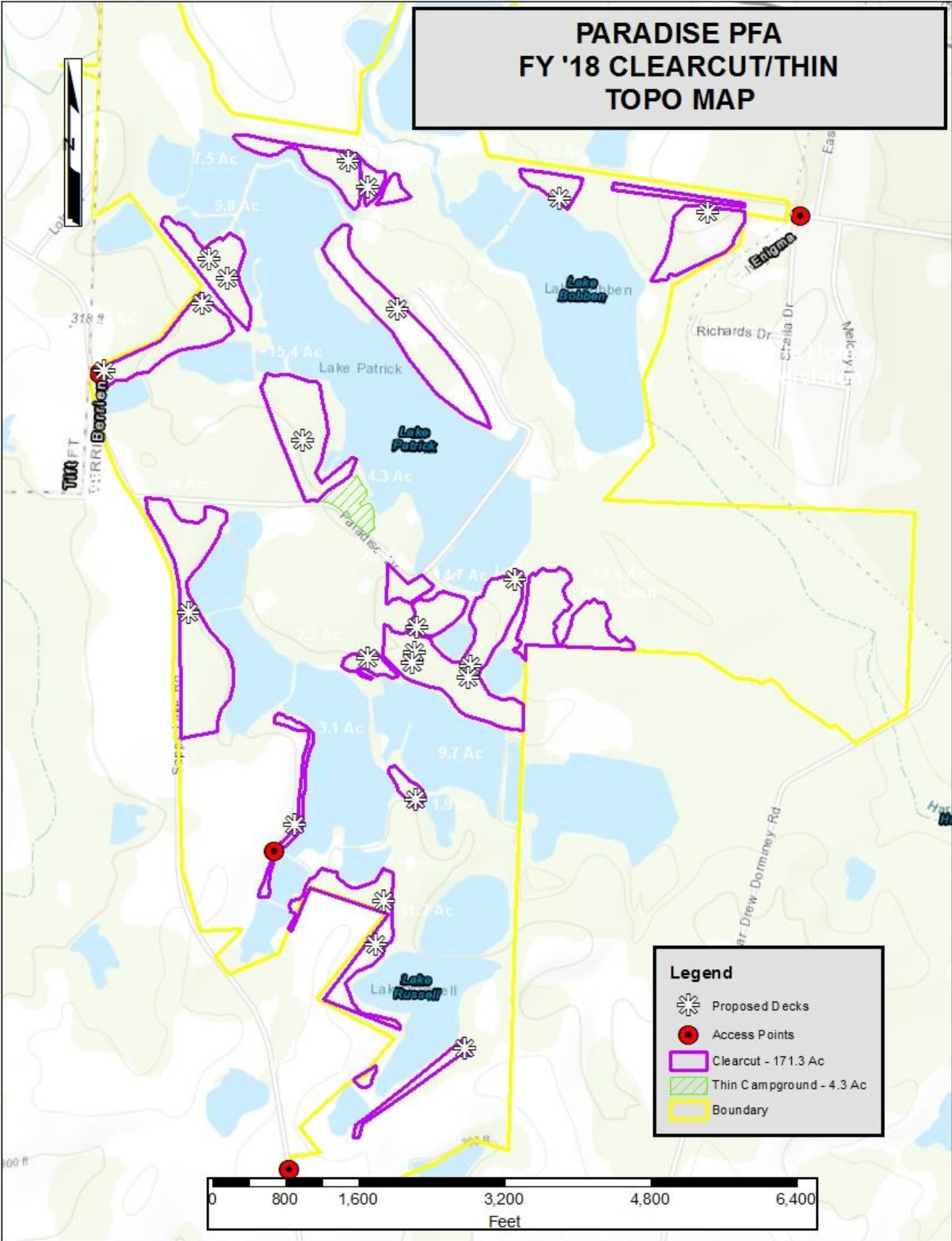
Buyer's Initials _____ Seller's Initials _____

Exhibit "C"



Buyer's Initials _____ Seller's Initials _____

Exhibit "D"



Buyer's Initials _____ Seller's Initials _____

Exhibit "E"

Timber Harvest Inspection



Sale Name: _____
 Sale Type: _____
 Inspection Date: _____

Inspection Type:
 Weekly _____
 Final _____

| | Yes | No | N/A | Follow-up | Date Completed |
|--|-------|-------|-------|-----------|----------------|
| 1 Safety | | | | | |
| A Operation being conducted in a safe manner | _____ | _____ | _____ | _____ | _____ |
| 2 Harvest | | | | | |
| 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 | _____ | _____ | _____ | _____ | _____ |
| 3 Roads | | | | | |
| 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 | _____ | _____ | _____ | _____ | _____ |
| 4 Streamside Management Zones | | | | | |
| 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 | _____ | _____ | _____ | _____ | _____ |
| 5 Best Management Practices | | | | | |
| 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 _____