



1055 East Whitehall Road
Athens, GA 30605
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*An Equal Opportunity
Employer & Service Provider*



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August 19, 2024
Notice of Timber Sale
Oglethorpe County
Sale ID# 11572

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Thursday, September 19, 2024 for the unit sale of pine and hardwood on 463.3 acres of U.S. Forest Service property in Oglethorpe County.

The sale area is located approximately four (4) miles west of Stephens, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 28, block A4 & B4.

This timber sale consists of 278.1 acres designated as a first thin by operator selection to a residual basal area of 60 ft² per acre. The remaining 185.2 acres are designated as commercial thin by operator selection to a residual basal area of 50 ft² per acre. A demonstration area will be marked in the Commercial Thin harvest type; leave trees are marked with an orange band of paint around head height. Outside of the demonstration area, thinning will be done by operator selection, mirroring the demonstration area. No demonstration area will be marked in the First Thin stands, but GFC will provide guidance and closely monitor harvesting to insure desired basal area is attained. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of total timber volume is 36,109 tons of pine and 2,616 tons of hardwood; volume is not guaranteed. Product volume estimate is available upon request.

GFC representative will be on the sale area Thursday, August 29, 2024 at 10 a.m. to show the sale area and answer any questions. Meeting place will be at the intersection of Forest Service Roads 1228 and 1228A.

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 Thursday, September 19, 2024 at the Athens Office of the Georgia Forestry Commission located at 1055 East Whitehall Rd, Athens, GA 30605 (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 "USFS GNA Turkey Neck FY25 #11572 Bid Sale" written on front of envelope. Per ton price and product specifications **are required** for each pine and hardwood product listed on the bid form. A fuel wood chip price is not required but will be accepted; it will not be considered in determining successful bidder. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). Except for price, if a box on bid form doesn't apply, write "N/A."
2. Bid forms must be signed to be accepted. Incomplete bid forms will be considered invalid.
3. Mailed bids should be clearly marked "USFS GNA Turkey Neck FY25 #11572 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.

Continued...

4. 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 \$10,000.00; remaining performance bond amount will be due at contract signing.

A sample contract, bid form and maps of the sale area are included with this timber sale notice. **Notice: Be sure to read through the "Timber Harvest Contract."** Contract signing and receipt of performance bond will occur no later than thirty (30) days after bid opening. For gates with locks, the combination code is **3-0-0-6**. The gate on 1228 should always be open. The gate on 1228B will be closed and locked. If you unlock and open the gate to inspect the timber, close and lock the gate upon leaving. Additional road work that may be required must be approved by the Georgia Forestry Commission and will be buyer's responsibility. For questions regarding the bid process or the sale area, contact Ben Hammond, GFC, at 706-612-3729.

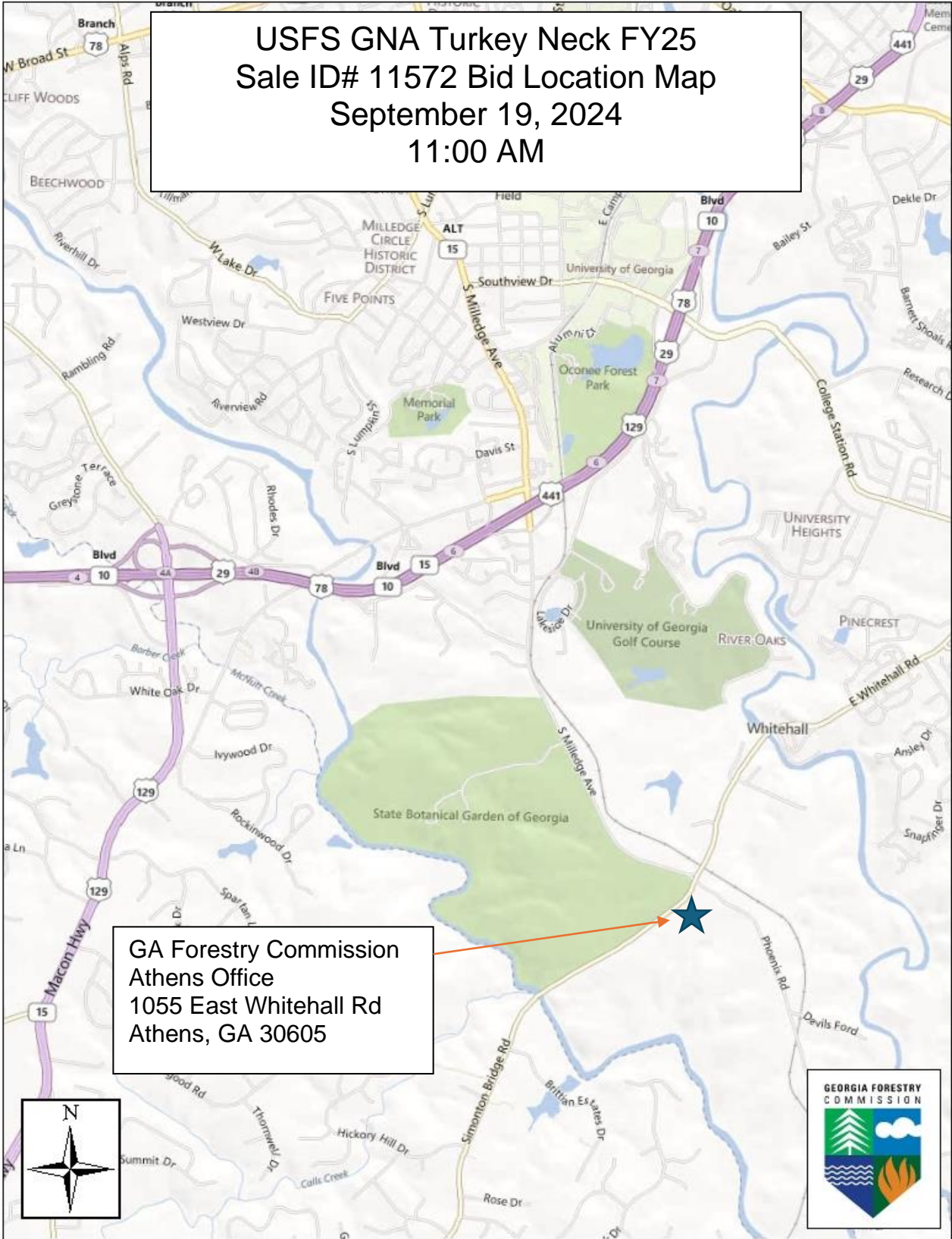
The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,

Ben Hammond

Ben Hammond, RF
Staff Forester

**USFS GNA Turkey Neck FY25
Sale ID# 11572 Bid Location Map
September 19, 2024
11:00 AM**



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
U. S. Forest Service GNA Turkey Neck FY25 Sale ID# 11572
Pine

COMPANY NAME: _____

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulp wood					
Pine tops or double bunked					
Pine chip & saw					
Pine saw timber or ply-logs					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each pine product that our company has determined to merchandise. **THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

By: _____ Date: _____

GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
U. S. Forest Service GNA FY25 Sale ID# 11572
Hardwood & Cull

COMPANY NAME: _____

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Hardwood pulp wood					
Hardwood pallet wood					
Hardwood saw timber					
Fuel Chips					
Pine & hdwd cull					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each hardwood product listed on this bid form. **GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

By: _____ Date: _____

**GEORGIA FORESTRY COMMISSION
TIMBER HARVEST CONTRACT
FOR
UNITED STATES FOREST SERVICE OWNED LANDS
GNA TURKEY NECK FY25 THINNING
Sale ID# 11572**

STATE OF GEORGIA
COUNTY OF Oglethorpe

This **TIMBER HARVEST CONTRACT** (the “**CONTRACT**”) is made and entered into by and between the **GEORGIA FORESTRY COMMISSION**, 5645 Riggins Mill Rd, Dry Branch, GA 31020, 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 463.3 acres, is located approximately four (4) miles west of Stephens, Georgia. The specific site is designated on the attached maps as Exhibits “D”, “E”, “F” & “G” which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the “PROPERTY.” PROPERTY boundaries are marked with a vertical mark of blue paint.
 - b) Method of Harvesting Forest Products
Timber shall be harvested according to “Timber Harvest Specifications” below in 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” 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 at the rate of
\$___ per ton for pine pulp wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)
\$___ per ton for pine top wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

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\$___ 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)

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

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

\$___ per ton for fuel chips (wood specs: _____)

\$___ per ton for cull

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:

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 Georgia Forestry Commission 5645 Riggins Mill Road, Dry Branch, GA 31020, Attn: Shanya Kadian. **Reference sale ID# 11572 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER and must arrive no later than twenty (20) days after the end of each week that timber is delivered to market.

2. Agrees to pay SELLER for any biomass harvested:
 - a. Tops and branches of merchantable harvested trees will/will not be harvested and delivered to biomass markets.
 - b. Understory trees with diameter at breast height less than five inches will/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 SELLER also recognizes the benefit in removing this material in preparation for reforestation.
3. Agrees to pay the SELLER a performance bond equal to **\$10,000.00** 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.
4. Agrees to harvest the entire PROPERTY per within twenty-four (24) 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.
5. 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

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Seller's Initials _____

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, land survey monuments, signs or other improvements of the SELLER.
7. 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.
8. BUYER shall, both independently and in cooperation with SELLER, take all reasonable and practicable action to prevent and suppress fires resulting from BUYER's operations and to suppress any forest fires on Sale Area.

The SELLER may limit or restrict the BUYER's operations in accordance with the Fire Danger Rating Schedule shown below. The SELLER will determine Fire danger ratings by using the National Fire Danger Rating System. The SELLER shall notify the BUYER of predicted fire danger that may limit or restrict operations. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating	Limitations or Restrictions on BUYER's Operations
A to C	Normal fire precautionary operations
C+ to D (very high)	SELLER may suspend any or all of BUYER's operations
E (extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the SELLER.

When the SELLER advises the BUYER that the local fire weather conditions are becoming critical, the BUYER shall keep with gasoline chainsaws at all times a fully charged and operational fire extinguisher and fire rake or shovel, and take precautionary measures requested by SELLER.

9. Shall maintain existing Forest Service roads commensurate with BUYER's use and in accordance with the specifications included in Exhibit "B." BUYER may be required to perform road maintenance work prior to, during or after each period of use. Pre-haul maintenance of a road, if specified in EXHIBIT "B", shall be completed prior to hauling on that road. Where spot placement of gravel is specified in EXHIBIT "B," BUYER shall place gravel at locations designated by the SELLER.
10. Shall maintain all roads, existing and constructed or improved by BUYER, in accordance with "Georgia's Best Management Practices for Forestry" as already mentioned in Article I, paragraph 4. New road construction or improvements to existing roads must be approved by SELLER. Also, practices regarding roads described in Exhibit "C" shall be followed.
11. Historic sites and Cultural Resources sites needing protection are present outside of harvest unit boundaries. These boundaries are not identified on the ground. BUYER shall protect these sites through avoidance. No operations shall be permitted outside of the harvest unit boundaries. Timber shall not be felled out of the sale boundaries. Should the BUYER require operations or affects outside of the harvest unit boundaries, they shall immediately contact the SELLER to determine if such operations are possible.
12. 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,

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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.

13. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.
14. Shall, prior to moving harvest and construction equipment onto sale area, clean said equipment to be made free of seeds, soil, vegetative matter and other debris to prevent spread of invasive weed species onto the PROPERTY.
15. Shall immediately notify the SELLER and appropriate agencies of all reportable spills of oil, oil products or other hazardous substances on or in the vicinity of the PROPERTY caused by BUYER'S operations. BUYER shall take appropriate preventive measures to ensure that any spill of such substances does not enter any stream or other waters of the United States.
16. Shall conduct operations to reasonably minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result.
17. When BUYER's operations are active, BUYER shall furnish, install and maintain temporary traffic control devices (warning signs) that adequately warns National Forest users of potentially hazardous conditions associated with BUYER's operations at: (1) the junction of Forest Service Roads 1227 and 1228, and (2) where County Road 93 enters the Forest boundary becoming Forest Service Road 1228 on the east side of the sale area. Unless otherwise agreed, traffic control devices (signs) shall be as specified in the Manual for Uniform Traffic Control Devices (MUTCD).
18. BUYER shall remove from, or lop and scatter to lie within two feet of the ground, all slash resulting from BUYER'S operations for a distance of 66 feet from the edge of the following locations:
 - i. Edge of Forest Service Road 1228 in STANDS 5, 6, 9, 14, 17, 22 and 26
 - ii. Edge of Forest Service Road 1227 in STANDS 9, 23, 24 and 26
19. Exposed soil on temporary access roads, skid trails and landings no longer needed for the BUYER's operations shall be stabilized within 30 days of discontinued use in accordance with EXHIBIT C. Where exposed soil is to be stabilized by seed and fertilizer as specified in EXHIBIT C, BUYER shall apply seed and fertilizer in accordance with the Revegetation Plan and Specifications described in EXHIBIT A.
20. BUYER shall not be permitted to operate or haul timber on weekends during scheduled Wildlife Management Area (WMA) hunting seasons for big game. A schedule of WMA hunting seasons may be provided by the SELLER upon written request of the BUYER.
21. Will lock gate when not on PROPERTY conducting harvest operations in units accessed by Forest Service Road 1228B.
22. Will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
23. Adjacent to harvest units on the sale map may exist improvements not owned by the Forest Service or the SELLER. Those improvements may include utility services (electric power lines, water service pipelines, etc.) and / or private fences, private gate, etc. When BUYER'S operations are adjacent to any such improvements, BUYER will identify protection measures

Buyer's Initials _____

Seller's Initials _____

that will be implemented to protect the improvement not owned by the Forest Service or the SELLER. BUYER shall notify SELLER when operations are to occur in in such areas prior to operations occurring to allow time for the utility companies to be notified by the SELLER / Forest Service.

24. Forest Service Roads 1227, 1228 and 1228B and the gates thereon are improvements on Forest Service Lands and shall be protected by the BUYER. Protection shall include crossing the protected improvements (roads) at designated and agreed to locations between the BUYER and SELLER. The improvements shown on the Sale Maps shall be kept reasonably clean of equipment, logging slash, and debris from BUYER'S operations. BUYER shall make timely restoration to any damage that may occur to the improvements that is a result of the BUYER'S operations.

25. BUYER's use of roads shall be in accordance with the following restrictions:

Road Number	Termini		Description of Restrictions
	From	To	
1227	Co. Road 87	Ford	Hauling is prohibited. No hauling shall occur south of the ford on Forest Service Road 1227 toward County Road 87. All units directly or indirectly accessed by Forest Service Road 1227 shall be hauled north towards Forest Service Road 1228

26. Wheeled or track-laying equipment shall not be operated within SMZs, except at agreed crossings designated by the SELLER or as essential to construction or removal of culverts or bridges. Operations within the SMZ at designated crossings or during construction/removal of culvert/bridges shall be in accordance with "Georgia's Best Management Practices for Forestry" (pages 30-37, 40-41).

27. Skid trails that require crossing ephemeral stream channels shall be designated by the SELLER and shall be implemented in accordance with EXHIBIT C.

28. The sequence of cutting Harvest Units shall be: There is a narrow Road ROW unit paralleling both sides of Forest Service Road 1228B where all timber shall be harvested and removed within twenty (20) feet of the center of the road, except for those areas adjacent to the "no harvest zones." This ROW unit shall be operated prior to units directly accessed by Forest Service Road 1228B so that road maintenance can be performed prior to hauling. All other harvest units may be operated in any sequence.

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. Timber within all of the PROPERTY is to be thinned by operator selection. Demonstration areas have been marked in Commercial Thin stands 9 & 25; trees marked with a band of orange paint at roughly head height and orange mark at stump level are not to be harvested. The First Thin stands have no demonstration areas. SELLER'S foresters will monitor harvesting and provide guidance to BUYER to insure the desired basal area is attained. SELLER understands that some marked trees in demonstration area may need to be harvested in order to access and remove the trees designated for harvest and construct loading decks; however, BUYER will keep this to an

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- absolute minimum. BUYER'S operator will focus on removing the suppressed, diseased trees and trees with poor form while leaving the healthier trees.
- b. First Thin Stands 4, 5, 12, 18, 22, 23, 24, 28, 29, 30, 31, 33: Thin trees to a residual basal area of approximately 60 ft²/ac with an acceptable range between 60-70 ft²/ac. Target healthy and vigorous pine and desired hardwood trees for residual stocking. If there is evidence of an older seed tree, leave it for residual stocking. Hardwoods should make up 5-10 ft²/ac of this targeted basal area. Healthy and vigorous trees shall be dominants or co-dominants, minimum 30% live crown ratio, free of forks, broken tops, bug infestations, butt rot, bole damage, etc. Leave hardwoods favoring white oaks, northern-red oaks, and hickories for retention. Hardwoods >10" DBH should be a priority for residual stocking while smaller hardwoods should be a priority for removal and left for residual only in areas devoid of hardwoods >10" DBH. Trees with small amounts of damage may be left in areas where all trees have some sort of damage or defect. Leave all standing dead trees unless they pose a hazard to operations.
 - c. Commercial Thin Stands 2, 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 26: Thin trees to a residual basal area of approximately 50 ft²/ac with an acceptable range between 50-60 ft²/ac. Target healthy and vigorous pine and desired hardwood trees for residual stocking. If there is evidence of any shortleaf pine, leave for residual stocking. Hardwoods should make up 5-10 ft²/ac of this targeted basal area. Healthy and vigorous trees shall be dominants or co-dominants, minimum 30% live crown ratio, free of forks, broken tops, bug infestations, butt rot, bole damage, etc. Leave hardwoods favoring white oaks, northern-red oaks, dogwoods, and hickories. Hardwoods >10" DBH should be a priority for residual stocking while smaller hardwoods should be a priority for removal and left for residual only in areas devoid of hardwoods >10" DBH. Trees with small amounts of damage may be left in areas where all trees have some sort of damage or defect. Leave all standing dead trees unless they pose a hazard to operations.
 - d. Gully Area Stand 35: In areas where target basal area can be attained, harvest trees to a residual basal area of approximately 40 ft²/ac with an acceptable range between 40-50 ft²/ac of basal area. Target pine and desired hardwood trees for residual stocking favoring white oaks, and northern-red oaks for retention where BA can be reduced. The areas identified in the gully area map are primarily ephemeral streams south of the 1228 road and eventually lead to an active gully head. There are four active gullies within this area targeted for treatment. Although these areas are considered ephemeral streams, harvest will be allowed in accordance with GA BMPs and Forest Plan standards.
 - e. SELLER understands that some desirable trees may need to be harvested in order to access and remove the trees designated for harvest, but BUYER will keep this to an absolute minimum.
 - f. No trees are to be harvested outside of the PROPERTY (designated stands for harvest). SMZs are located outside of the PROPERTY boundary.
 - g. Location of loading decks must be approved by the SELLER. Proposed deck locations are designated on attached Exhibits.
 - h. 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.
 - i. Un-merchantable tops and limbs will be evenly distributed within the take-out rows, skid trails and on loading decks to aid in minimizing soil and resource damage. Slash and debris scattered on log decks or that accumulates in other areas shall be no greater than 2 feet in height or 20 feet in length.

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- j. 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 SELLER 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. In addition to the aforementioned penalty, if this wood is still merchantable, the BUYER shall deliver it to market and shall pay the SELLER based on the product category declared by the receiving mill and at the rates reflected in Article 2, condition 1.
 - k. 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 SELLER.
2. Wood Flow Accounting Procedures – The SELLER 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 SELLER. 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 Georgia Forestry Commission, 5645 Riggins Mill Rd, Dry Branch, GA 31020, Attn: Shanya Kadian. Spot checks will be made by the SELLER 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 SELLER 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 SELLER. 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 SELLER 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. Inspection form is attached as Exhibit H.
5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or eighteen (18) 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. The BUYER will notify the SELLER at least two days prior to commencing harvest operations and completion of harvest operations and removal of logging equipment.

Buyer’s Initials _____	Seller’s Initials _____
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7. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
8. 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.
9. Any designated forest products, harvested or un-harvested, which remain on the PROPERTY at the date this CONTRACT terminates, remain the property of the SELLER.
10. The SELLER is authorized by GNA SPA 24-GN-11080300-280 to sell forest products designated for harvest on this contract for the United States Forest Service (Forest Service) and holds title for the Forest Service to the forest products designated for harvest in this contract for removal. All right, title, and interest in and to any forest products designated for harvest shall remain in Forest Service until it has been cut, Scaled, removed from Sale Area or other authorized cutting area, and paid for (to SELLER as per Article II, Item 1) at which point title shall vest in BUYER. Any forest products designated for harvest not removed on or prior to the termination date of this contract remains with the Forest Service. If designated forest products to be harvested is destroyed or damaged by an unexpected event that significantly changes the nature of designated forest products to be harvested, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from Sale Area, but before Scaling, shall be borne by BUYER at Current Contract Rates. In the event designated forest products to be harvested to which Forest Service holds title is destroyed, BUYER will not be obligated to remove and pay for such timber. In the event designated forest products to be harvested to which Forest Service holds title is damaged, SELLER shall make an appraisal to determine value of timber after the loss and adjust contract rates. There shall be no obligation on SELLER to supply, or for BUYER to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.
11. 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.
12. 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.
13. SELLER may by written order, delay or interrupt the BUYER'S operations under this contract and may modify this contract to conduct environmental analysis, ensure consistency with National Forest land and resource management plans, or to prevent environmental degradation or resource damage, including, but not limited to, harm to habitats of endangered, threatened or sensitive plants or animal species, cultural resources, or cave resources.
14. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601 et seq.).

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Seller's Initials _____

IN WITNESS WHEREOF, the parties have affixed signatures this ____ day of _____ 2024.

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

EXHIBIT A

Revegetation Plan and Specifications, Seeding Season(s) Table. *The seeding season(s) shall be during the inclusive dates listed below, unless otherwise agreed.*

Seeding Season	From Date	To Date
Early Spring	February 15th	April 15th
Spring	April 15th	July 1st
Fall	September 1st	December 15th

*Dates could change if agreed upon by the Forest Service.

Table CT6.601# – Revegetation Plan and Specifications, Fertilizer and Seed Table

Early Spring Season

Fertilizer	Pounds/Acre	Seed	Lbs/acre
10-10-10 or equivalent	500	Annual Rye	30

Spring Season

Fertilizer	Pounds/Acre	Seed	Lbs/acre
10-10-10 or equivalent	500	Brown Top Millet	30

Fall Season

Fertilizer	Pounds/Acre	Seed	Lbs/Acre
10-10-10 or equivalent	500	Crimson Clover	15
		Annual Rye	15
		Wheat	40

Buyer's Initials _____	Seller's Initials _____
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Exhibit B

ROAD MAINTENANCE SPECIFICATIONS FOR FOREST SERVICE ROADS

Pre-Haul Requirements

Forest Service Road	FROM	TO	MI	ROAD MAINTENANCE ACTIVITY		
				1020 – SUFACE BLADING WITH DOZER	1030 – SURFACE BLADING WITH MOTOR GRADER	1040 – SPOT PLACEMENT OF GRAVEL
1227			0.75 mi	N/A	N/A	N/A
1228			1.2 mi	N/A	N/A	N/A
1228B			0.75 mi	0.75 mi	N/A	160 tons #4 stone

During Haul Requirements

Forest Service Road	FROM	TO	MI	ROAD MAINTENANCE ACTIVITY		
				1020 – SUFACE BLADING WITH DOZER	1030 – SURFACE BLADING WITH MOTOR GRADER	1040 – SPOT PLACEMENT OF GRAVEL
1227			0.75 mi	N/A	N/A	40 tons #4 stone
1228			1.2 mi	N/A	N/A	40 tons #4 stone
1228B			0.75 mi	N/A	N/A	20 tons #4 stone

Post Haul Requirements

Forest Service Road	FROM	TO	MI	ROAD MAINTENANCE ACTIVITY		
				1020 – SUFACE BLADING WITH DOZER	1030 – SURFACE BLADING WITH MOTOR GRADER	1040 – SPOT PLACEMENT OF GRAVEL
1227			0.75 mi	N/A	0.75 mi	40 tons #4 stone
1228			1.2 mi	N/A	1.2 mi	40 tons #4 stone
1228B			0.75 mi	0.75 mi	N/A	20 tons #4 stone

Buyer's Initials _____	Seller's Initials _____
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EXHIBIT C

Decks

All exposed soil will be stabilized by one or two of the following methods, as agreed to by the BUYER and SELLER:

1. Scatter all logging slash to lie within 2 feet of ground or less;
2. Ditch so water drains to stable forest area; or
3. Ground ripped and/or disked, seeded and hay mulched (See Table 6-A, Page 54 BMP Manual) at a rate of 50 bales per acre (2,000 lbs per acre). See EXHIBIT A for seed mixture, season, and rates of application.

Temporary Roads

Temporary roads with a slope of less than 12% are to be reshaped with properly spaced broad-based dip (See Table 3-D, page 37 BMP Manual) within 30 days of ***discontinued use***.

The turnout ends of broad-based dips are to be stabilized with logging slash. Exposed soil in turnouts is to be stabilized with seed and hay mulch (See Figure 3-I, page 37 BMP Manual). Seeding shall be applied as specified in EXHIBIT A.

Temporary roadbeds with a slope of less than 12% are to be stabilized with either:

1. Cover exposed soil with logging slash; or
2. Rip and/or disk except on top of the berm over the broad-based dip and, seed and hay mulch applied (See Figure 3-I, page 37 BMP Manual) (i.e. do not destroy berm on broad-based dips). Seeding shall be applied as specified in EXHIBIT A.

Temporary roadbeds with a slope of 12% or more are to be stabilized with logging slash on all exposed soil.

Skid Trails

1. Skid trails are to be retired within 30 days of discontinued use.
2. Skid trails with a slope of less than 20% are to have logging slash on all exposed soil.
3. Skid trails with a slope of 20% or more are to have logging slash installed on all exposed soil and water diversion turnouts (See Table 4-A, page 39 BMP Manual).

Buyer's Initials _____	Seller's Initials _____
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Ephemeral Stream Crossings

1. Skidder crossings at ephemeral drains are to be matted with logging slash.
2. Ephemeral drains, as identified by the SELLER, that are connected directly to a perennial or intermittent stream are to have logging slash piled (or two rows of C-POP silt fence) above the head of the stream.
3. Upon completion of skidding, stream channel shall be restored to permit normal flow. Exposed soil associated with the crossing shall be stabilized by seeding (see EXHIBIT A) and mulch (2,000 lbs per acre).

Buyer's Initials _____

Seller's Initials _____

Exhibit "D"

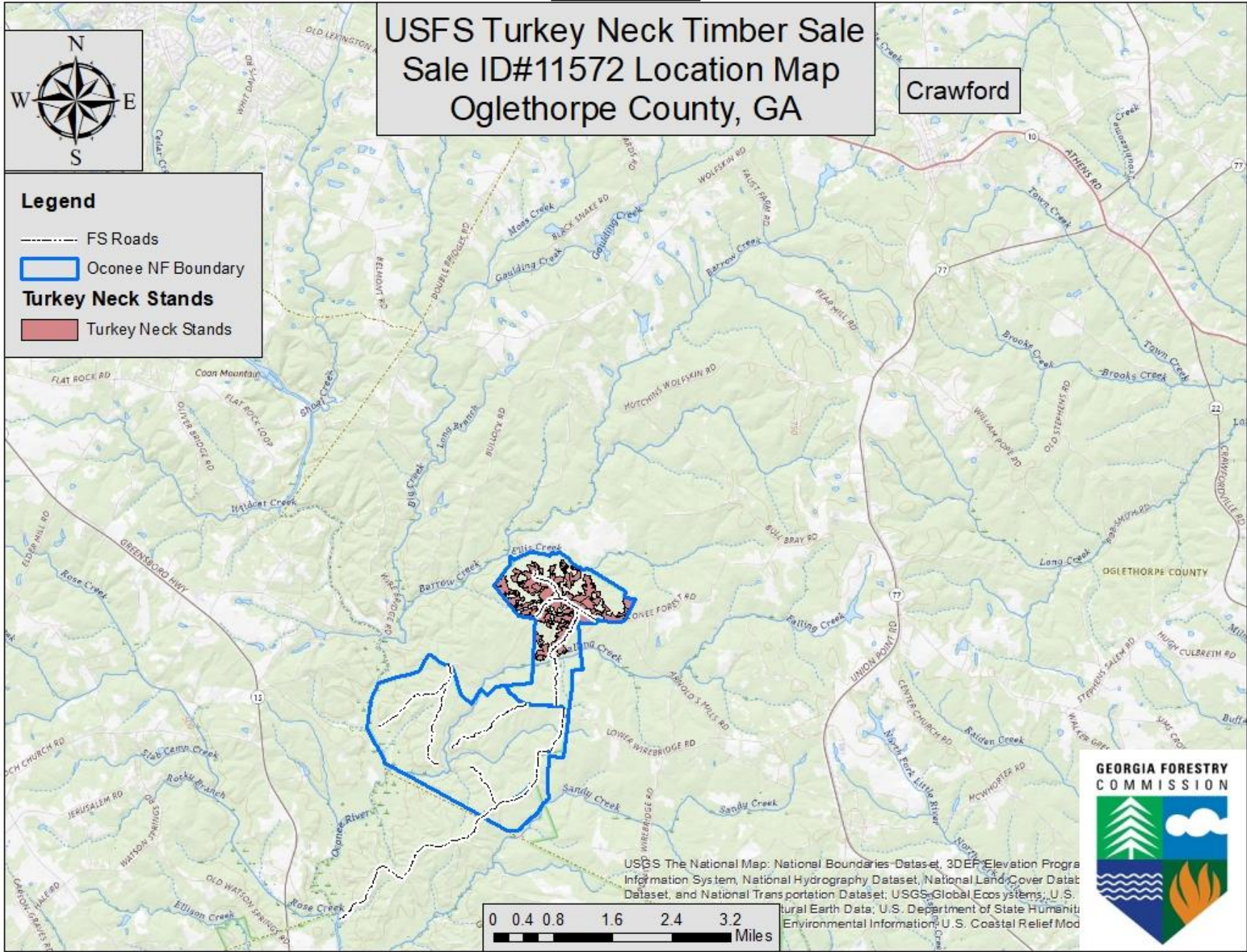
USFS Turkey Neck Timber Sale Sale ID#11572 Location Map Oglethorpe County, GA

Crawford



Legend

-  FS Roads
-  Oconee NF Boundary
- Turkey Neck Stands**
-  Turkey Neck Stands



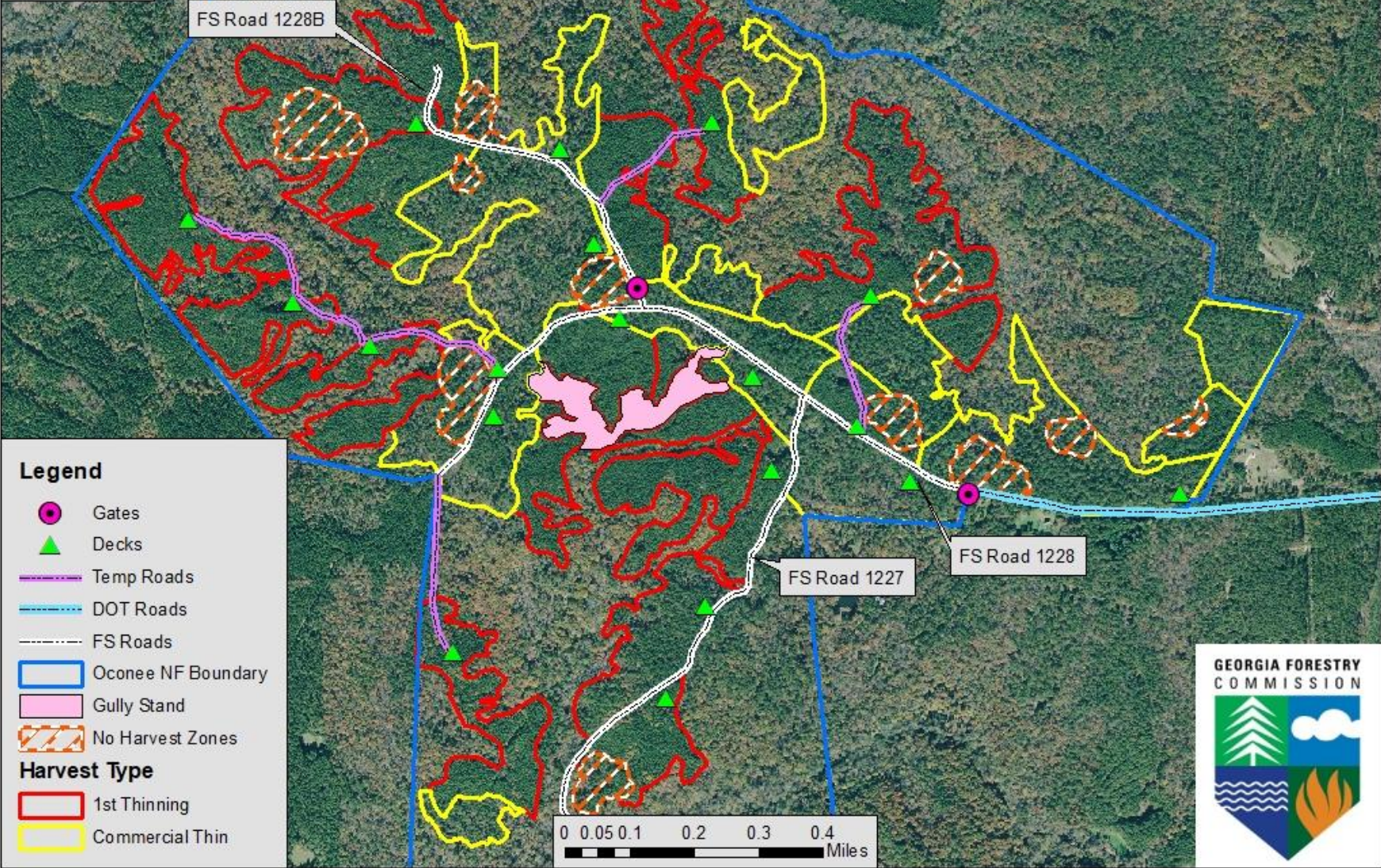
USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, National Hydrography Dataset, National Land Cover Dataset, National Transportation Dataset; USGS Global Ecosystems; U.S. Geological Survey; U.S. Department of State Humanitarian Information; U.S. Coastal Relief Model



Buyer's Initials _____ Seller's Initials _____

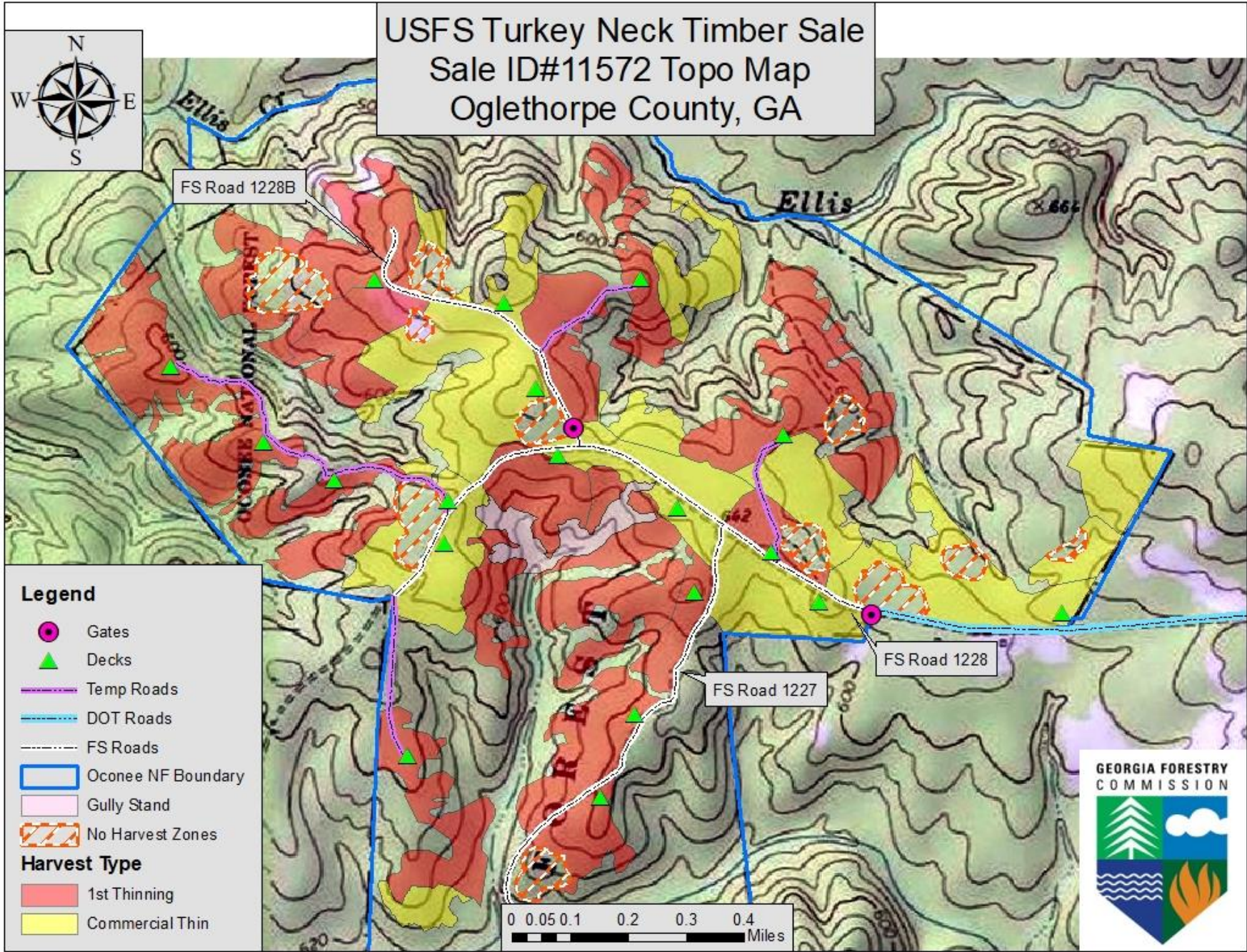
Exhibit "E"

USFS Turkey Neck Timber Sale
Sale ID#11572 Sale Map
Oglethorpe County, GA



Buyer's Initials _____ Seller's Initials _____

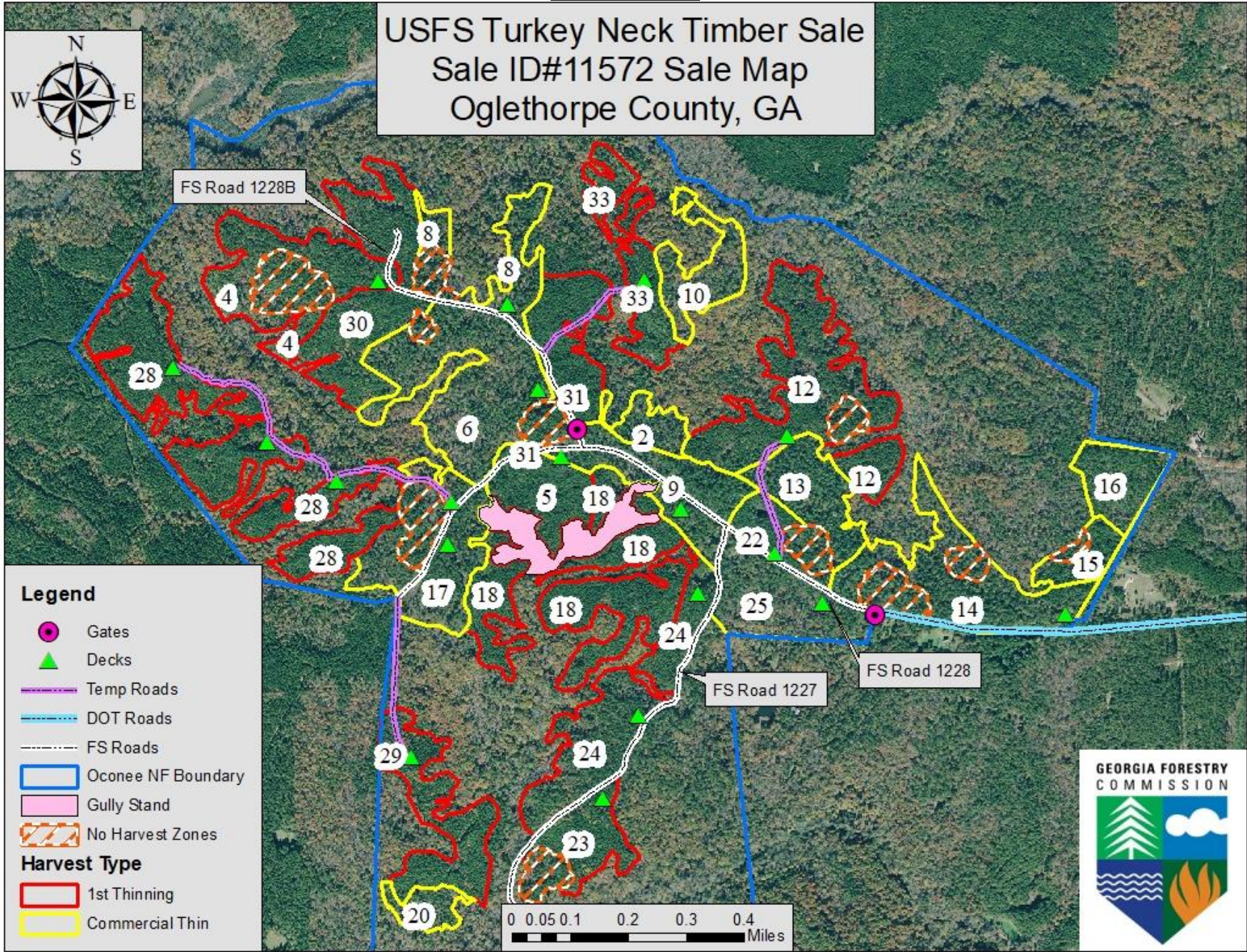
Exhibit "F"



Buyer's Initials _____ Seller's Initials _____

Exhibit "G"

USFS Turkey Neck Timber Sale
Sale ID#11572 Sale Map
Oglethorpe County, GA



Legend

- Gates
- ▲ Decks
- Temp Roads
- DOT Roads
- FS Roads
- Oconee NF Boundary
- Gully Stand
- No Harvest Zones

Harvest Type

- 1st Thinning
- Commercial Thin



Buyer's Initials _____ Seller's Initials _____

