March 19, 2020
Notice of Timber Sale
Banks County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:30 a.m. on Thursday, April 16, 2020, for the unit sale (per ton by product) of pine and hardwood on 141 acres of Department of Natural Resources (DNR) property located on Wilson Shoals WMA in Banks County.

The sale area is located approximately four (4) miles south of Alto, GA; location is described more precisely on the attached maps.

This timber sale consists of 25 acres of natural pine and hardwood to be thinned with an additional 51 acres of steeper terrain ground where some thinning can possibly occur. Also, included is 65 acres of natural pine and hardwood to be clear-cut. Fuel wood chipping of tops not merchantable as round-wood and pre-merchantable stems are to be chipped for fuel wood. For details of this harvest please see the “Timber Harvest Plan” (Exhibit A) as part of the attached timber harvest contract. Contract period will begin on May 16, 2020 and end on September 11, 2020.

Our estimate of total timber volume is 1,363 tons of pine and 4,256 tons of hardwood. Volume is not guaranteed.

Bid Requirements:

1. All per ton unit bids must be submitted on the timber bid form provided with this notice. Per ton price and specifications are required for each product on bid form. Completed bid forms are to be emailed to bhammond@gfc.state.ga.us. Bids must be received by 11:30 a.m. on Thursday, April 16, 2020.

2. Mailed bids will be accepted and shall be clearly marked “Wilson Shoals WMA FY20 #11448 Bid Sale” on front of envelope and must arrive on the day before the sale. Phoned-in bids will not be accepted.

3. Bid forms must be signed in order to be accepted.

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.” 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 Chris Roberts, GA DNR, at 770-686-4571. The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,

Ben Hammond
Ben Hammond, RF
Staff Forester
GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Wilson Shoals WMA FY20 Sale ID# 11448

COMPANY NAME: ___________________________________________  FED. ID # OR S.S. #: ___________________________________________

COMPANY REPRESENTATIVE: ___________________________  TELEPHONE #: ___________________________________________

ADDRESS: ______________________________________________________________________________________

<table>
<thead>
<tr>
<th>Products</th>
<th>Price Per Ton</th>
<th>Minimum Top Size</th>
<th>Minimum Butt Size</th>
<th>Min. or Meas. Length</th>
<th>Quality Specs.</th>
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<tbody>
<tr>
<td>Pine pulp-wood</td>
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<td>Pine top-wood</td>
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<td>Pine chip &amp; saw</td>
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<td>Pine saw timber</td>
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<td>Hardwood pulp-wood</td>
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<td>Hdwd pallet-wood</td>
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<td>Fuel chips</td>
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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.

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
WILSON SHOALS WMA FY20 THINNING & CLEAR-CUT
Sale ID# 11448

STATE OF GEORGIA
COUNTY OF _______ Banks _______

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 _______________________________ (address) 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 141 acres, is located approximately four (4) miles
      south of Alto, Georgia on Wilson Shoals WMA. The timber sale area consists of natural
      pine and hardwood with areas to be thinned and clear-cut. The specific site is
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) Timber shall be harvested according to “Timber Harvest Specifications” below.

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.

Buyer’s Initials _____  Seller’s Initials _____
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)

$___ 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 fuel wood chips (wood specs: __________)

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 SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.

2) If a material breach by the SELLER prevents BUYER from harvesting and removing timber valued less than the 50% payment made by the BUYER to the SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.

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 recapitling 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# 11448 on all checks. The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay the SELLER a performance bond equal to $________ (ten percent (10%) of the estimated total sale price) 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.

Buyer’s Initials _______ Seller’s Initials _______
3. Agrees to harvest the entire sale area between May 16, 2020 and September 11, 2020 (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. For detailed instructions regarding this harvest, see the Timber Harvest Plan (Exhibit A).
   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.
   c. 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 afore mentioned 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.
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 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 recapitulating 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 SELLER 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 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 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.”

5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or on September 11, 2020, 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 oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.

7. 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.

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. 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.

Buyer’s Initials ______ Seller’s Initials ______
10. 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.

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: Wilson Shoals Sale 11448
Proposal Number:

Harvest Acreage: Clear-cut 65+/- acres
                Thinning 76+/- acres

Harvest System:  X  Conventional
                 X  Chipping

Harvest Description:
General Information
This is a per unit sale. Sale boundary is flagged with pink “Timber Harvest Boundary Ribbon” and orange painted stripe on the Clear-cut tracts. The sale boundary on the Thinning tract sale boundary is marked with a vertical blue stripe and pink “Timber Harvest Boundary” ribbon. The property line is marked with yellow paint and pink flagging. There will be no harvest in SMZs.

Clear-cuts
All stems 4” or greater are to be harvested from these areas. All residual tops and pre-merchantable stems are to be chipped. SMZ’s and stand boundaries are marked with orange paint and pink “Timber Harvest Boundary” ribbon.

Thinning
All trees marked with blue diagonal stripe are leave trees. All residual tops and pre-merchantable material are to be chipped. Extra care and caution should be exercised around leave trees to prevent damage. The single cross hatched areas delineated on attached exhibits indicate the areas of steep terrain where it’s possible for some thinning to occur; leave trees are marked with an orange diagonal mark.

Grant Mill Rd Daylight
All stems 4” or greater are to be harvested 25ft from each side of road edge where possible, from the northern WMA Boundary to 100’ from creek ford. Roadside can be used as skid trail.

Log Decks and Logging Slash
Log deck locations will be approved by DNR forester (see attached maps). Only enough slash will be left on decks to minimize erosion. Most of the remaining slash is to be chipped with the remainder to be used to stabilize any skid trials.

Roads
Ingress and egress will be made from the north via Grant Mill road. No logging trucks or harvesting equipment will be allowed to use the ford at creek on Grant Mill Rd. WRD staff have agreed to close Grant Mill Rd daily during harvest operations as a safety precaution. Gates will be installed and it’s the timber buyer’s responsibility that gates remain closed while any harvesting operations are active. Any additional roadwork, gravel, or rock needed on this tract will be the buyer’s responsibility.

Buyer’s Initials ______  Seller’s Initials ______
## Timber Harvest Inspection

**Exhibit “E”**

**GEORGIA DEPARTMENT OF NATURAL RESOURCES**

**WILDLIFE RESOURCES DIVISION**

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, dikes and water culverts 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. Staging in compliance with state BMPs
   - H. Trash properly disposed of

6. **Comments**

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**Inspecting Forester:** ___________________________  **Date:** ___________________________

**Contractor Signature:** ___________________________  **Date:** ___________________________

**Buyer’s Initials:** ________  **Seller’s Initials:** ________