January 17, 2023

Notice of Timber Sale
Brantley & Ware County
Timber Sale ID#: 11530

Dear Timber Buyer,

The Georgia Forestry Commission will accept sealed bids until 12:00 p.m. on Thursday, February 23rd, 2023 for the unit sale of pine on 359.44 acres of Georgia Forestry Commission property located within the Dixon Memorial State Forest in Brantley & Ware County.

The sale area is located approximately seven (7) miles south east of Waycross, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 61, blocks E10, F8, F9, F10, G8, & G9.

This per ton timber harvest consists of 359.44 acres to be 1st thinned which is indicated in red on the harvest maps. Timber Sale boundaries are marked with three diagonal blue lines or a vertical blue or yellow line and are tied in to roads, firebreaks, and hardwood bays. Stands to be 1st thinned are to be 5th row thinned with operator select thinning in the remaining rows. The target residual basal area of 60-70 ft² per acre.

The area is open to inspection during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday (sometimes earlier and later). For questions regarding access or inspection, please contact Matthew Mrizek at 478-283-3881.

Our estimate of total timber volume is 8575 tons of pine; volume is not guaranteed. This is nearly all pine pulpwood. Product volume estimate is available upon request.

Bids may be brought to the opening site or mailed to the attention of Matthew Mrizek, Georgia Forestry Commission, 5003 Jacksonville Hwy, Waycross GA 31503. The bid event will begin at 11:00 a.m. on Thursday, February 23rd, 2023 at the Herty Building, 4983 Jacksonville Highway, Waycross, GA 31503 (see attached bid opening location map). No bids will be accepted after 12:00 p.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have “DMSF FY23 #11530 Bid Sale” written on front of envelope.
2. Mailed bids should be clearly marked “DMSF FY23 #11530 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.

A sample contract, bid form and maps of sale area are included with this timber sale notice. Notice: Be sure to read through the “Timber Harvest Contract.” The timber sale contract will terminate twenty four (24) months from the contract signing date. Contract signing will occur no later than thirty (30) days after bid opening. Additional road work that will be required must be approved by GFC and will be the buyer’s responsibility. For questions regarding this sale, call Matthew Mrizek at 478-283-3881.

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

Matthew Mrizek  
Staff Forester  
Dixon Memorial State Forest  
Georgia Registered Forester #3053  
Mmrizek@gfc.state.ga.us  
(478) 283-3881
GEORGIA FORESTRY COMMISSION - TIMBER BID FORM  
Dixon Memorial State Forest FY23 Sale ID# 11530

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Pine pulp-wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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. 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 FORESTRY COMMISSION
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
Dixon Memorial State Forest FY23 #11530
1st Thinning

STATE OF GEORGIA
COUNTY OF _____Ware & Brantley_____

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 __________________________ (address) hereinafter referred to as the “BUYER”.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:
1. 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 359.44 acres, is located approximately seven (7) miles south east of Waycross, GA on the Georgia Forestry Commission’s Dixon Memorial State Forest. The thinning areas are bounded by markings of 3 diagonal blue or 1 vertical blue or yellow line, roads, firebreaks, and hardwood swamps and bays. The specific sites are designated on the attached maps as Exhibits “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K”, “L”, “M”, “N”, “O”, “P”, “Q”, “R”, “S”, “T”, “U”, “V”, “W”, “X”, “Y”, “Z”, “AA”, & “AB” 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 grant to the BUYER the right of ingress and egress across and upon the property for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. 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. Has set forth that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission 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.

Buyer’s Initials _______ Seller’s Initials _______
ARTICLE II. Obligations of the BUYER:

Agrees to pay the SELLER at the rate of

1. $____ per ton for pine 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 SELLER 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, 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 recapping the timber types, weights and payment classifications, to Georgia Forestry Commission, 5003 Jacksonville Hwy, Waycross, GA 31503, Attn: Matthew Mrizek. Reference sale ID# 11530 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 _______ 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 expiration or earlier termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from the Performance Bond.

3. Agrees to harvest the entire sale area 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 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 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 be responsible for construction and cost of necessary road work.

7. Will immediately notify SELLER of any wildfires and will reimburse the SELLER for all costs borne by the SELLER 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.

Buyer’s Initials _______ Seller’s Initials _______
8. 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 indemnity 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.

10. Buyer agrees to attend pre-harvest mandatory meeting with SELLER on site prior to beginning of harvest operations.

11. Will give two (2) days’ notice prior to commencing logging activity and prior to completion of harvesting and removal of logging equipment.

ARTICLE III. BOTH PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved in writing by the SELLER.

   Timber Harvest Specifications
   a. For detailed timber harvest specifications, see Exhibit “A” Timber Harvest Plan.
   b. Pine stumps shall be not more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be not more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
   c. Any and all harvest slash, un-merchantable limbs, and tops within the thinning stand which do not meet specifications for chipping, will be evenly distributed back within the stand, as is within reason, to help facilitate future burning.
   d. “Brows” or “Loading Decks” (locations proposed on Exhibits “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K”, “L”, “M”, “N”, “O”, “P”, “Q”, “R”, “S”, “T”, “U”, “V”, “W”, “X”, “Y”, “Z”, “AA”, & “AB”) will be placed a specified distance from roads or highways to prevent visual contact of these areas. The loading deck within the thinning stands will be located where the minimal number of unmarked trees will need to be harvested. Decks shall be agreed upon by the BUYER and the SELLER prior to construction.
   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 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.
   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 found 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 5003 Jacksonville Hwy, Waycross, GA 31503, Attn: Matthew Mrizek. 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 breach (including, without limitation, failure to make a payment when due or adhere to BMPs) within 30 days after written notice, the other party may suspend performance or terminate the CONTRACT 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. Timber Harvest inspection form is attached as Exhibit “AC”.

5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or twenty four (24) 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 oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.

7. 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.

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. 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.

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: __________________________
Timber Harvest Plan  
Prepared by Matthew Mrizek, RF  
Georgia Forestry Commission

Timber Sale Name: DMSF FY23 #11530 1st Thinning

Harvest Acreage: 359.44 Thinning

**Harvest Area Description:**

This per ton timber harvest consists of a 5th row thinning with selection of approximately 359.44 acres. The stands to be harvested have the following breakdown:

**1st Thinning (359.44 Acres):**

<table>
<thead>
<tr>
<th>Stand</th>
<th>Area (Acres)</th>
<th>Year Established</th>
<th>Species</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A1</td>
<td>27.37</td>
<td>2002</td>
<td>Longleaf Pine</td>
</tr>
<tr>
<td>7F</td>
<td>10.88</td>
<td>2005</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>8A</td>
<td>15.35</td>
<td>2004</td>
<td>Longleaf Pine</td>
</tr>
<tr>
<td>10F</td>
<td>55.87</td>
<td>2005</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>12J</td>
<td>14.08</td>
<td>2002</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>14A2</td>
<td>1.36</td>
<td>1989</td>
<td>Hi-Gum Slash Pine</td>
</tr>
<tr>
<td>14D</td>
<td>12.43</td>
<td>1998</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>14E1</td>
<td>10.16</td>
<td>2000</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>14E2</td>
<td>5.88</td>
<td>2000</td>
<td>Slash Pine</td>
</tr>
<tr>
<td>15G</td>
<td>64.35</td>
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<td>Slash Pine</td>
</tr>
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<td>18J</td>
<td>6.91</td>
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</tr>
<tr>
<td>39A1</td>
<td>13.26</td>
<td>2005</td>
<td>Slash Pine</td>
</tr>
</tbody>
</table>

Buyer’s Initials _____  Seller’s Initials _____
A geometric thinning shall be performed where every 5th row is removed. Within the remaining trees, selection thinning shall be performed where trees with stems with poor form class, disease, and suppressed crowns, shall be harvested leaving a target residual basal area of 60-70 ft² per acre to be left unharvested. High grading will NOT be tolerated. The stand boundaries are formed by roads, firebreaks, ROWs, and hardwoods bottoms. Boundary trees for the thin areas are marked with blue or yellow paint with a “\" pattern or a vertical line and should be left unless they have an “X” on them.

- Avoid dropping any tree or debris in firebreaks or roads.
- Skidding across roads should be avoided and should be preapproved by Dixon Memorial State Forest Personnel if deemed necessary.
- All areas of the stands must be properly thinned even if it requires coming back in dryer conditions to harvest the wetter areas. All pine and hardwood should be cut and processed before proceeding to the next stand or area unless wet conditions prevent this.

**Rutting in the stands must be avoided.**
- If healthy trees exist around gates, then leave them to block traffic from driving around.

**Streams & Wetlands**
- Avoid crossing any streams unless approved by Dixon Memorial State Forest personnel.
- Appropriate SMZs should be left on all intermittent and perennial streams.
- There are numerous wet depressions throughout the stands where rutting should be avoided.

**Logging Decks & Logging Slash**
- Proposed log deck locations as indicated on sale maps are the preferred locations but deviation is allowed if approved by Dixon Memorial State Forest personnel.
- Log decks which are located adjacent to food plots should be placed within the stand but on the edge to extend the size of the food plot.
- Log decks should not be excessively large.
- Loggers are encouraged to use the minimum number of decks possible.
- Decks should be placed far enough off roads to avoid impacting roads.
- Do not trim trailers in the roads.
- Logging slash should be evenly distributed back into the stand and not left in piles. This will help to facilitate future burning of the stand.
- Remove logging slash from roads and road ditches once a stand is harvested.

**Roads**
- Access to the stands can be gained through various state forest roads and county roads.
- Temporary road construction is allowed once approved by Dixon Memorial State Forest personnel and must adhere to BMPs.
- Special caution and cooperation will be needed to access some of the stands in Compartment 14. The buyer will need to meet with Dixon Memorial State Forest personnel to determine the best access to these stands.

**Maps**
See attachments

| Buyer’s Initials | Seller’s Initials |
EXHIBIT C

DMSF FY23 11530 1st Thinning
East Location Map

Buyer’s Initials ______  Seller’s Initials ______
EXHIBIT D

DMSF FY23 11530 1st Thinning
West Location Map

Buyer's Initials _____
Seller's Initials _____
EXHIBIT T

DMSF FY23 11530 1st Thinning
Compartment 22 & 23 Harvest Map

Proposed Deck

11530 1st Thinning

Buyer’s Initials _______ Seller’s Initials _______
EXHIBIT X

DMSF FY23 11530 1st Thinning Compartment 32 Harvest Map

Buyer's Initials _______  Seller's Initials _______
# DMSF Timber Harvest Inspection Form

<table>
<thead>
<tr>
<th>Inspection Date:</th>
<th>Timber Sale ID:</th>
<th>Compartment(s) &amp; Stand ID(s):</th>
</tr>
</thead>
</table>

## Logger Information

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone #:</td>
<td>City, State, Zip:</td>
</tr>
<tr>
<td>Email:</td>
<td>Dates of Activity: to</td>
</tr>
</tbody>
</table>

## Receiving Mills

### A. Safety
- Operation being conducted in a safe manner?

### B. Harvest
- Stump heights acceptable?
- Satisfactory separation, utilization, and trim of products?
- No excessive damage to residual trees?
- All designated trees cut?
- Load tickets properly filled out, displayed, and documented?
- Harvest plan being followed?

### C. Roads
- Entrance to public roads comply with county ordinances?
- Ditches, dips, and water diversions functioning?
- State and County roads free from mud and debris?
- Road shoulders undamaged by logging equipment?
- Roads are properly maintained and stabilized?

### D. Streamside Management Zones
- Appropriate widths established along all streams within harvest?
- Recommended BA maintained within SMZs?
- Streambank trees left unharvested?
- Streams free of sedimentation, tops, and debris?
- If harvesting within SMZ, soil disturbance is minimized?

### E. Stream Crossings
- Number of stream crossings minimized?
- Skidder Fords and Dirt & Debris Crossings have been avoided?
- Culverts are properly installed and located?
- Approaches have been stabilized?
- Temporary stream crossing removed if no longer in use?

### F. Log Decks and Skidding
- Chemical or petroleum product spills absent?
- Garbage at deck and across site has been removed?
- Log decks adequately retired & stabilized where needed?
- Skid trails adequately retired & stabilized where needed?
- Excessive rutting has been avoided, especially on wetland sites?

### G. Comments

**Inspecting Forest Technician or Forester:**

**Contractor Signature:**

---

Buyer’s Initials _______  Seller’s Initials _______