



TIMBERLAND RESOURCE SERVICES, INC.

MANAGING NATURES RESOURCES FOR MAXIMUM RETURN

DATE: Wednesday October 2, 2020
TIME: 4:45 PM.
PLACE: 706 Bellevue Ave, Dublin, GA
TRACT: Approximately 70 acres sold as a **Clearcut**
LOGGING CONDITION: Very Good,
COUNTY: Laurens County Tax Map 58 02

Timberland Resource Services, Inc. would like to accept sealed bids on a clearcut sale of all trees located on a portion of the land belonging to **Muriel Turner**. See maps enclosed. **The property is located on Mt Carmel Church Road in Laurens County.** *This timber is predominantly OLDER PLANTED PINES that has been thinned several times.*

The sale area borders are defined on the enclosed sale photos. See sale maps for further information.

The cutting contract will be for 12 months with 6 MONTHS extension granted for wet weather etc. if mutually agreeable. Bids and inquiries can be submitted in person or will be accepted by email until 4:45 P.M. on Friday October 2, at 706 Bellevue Avenue at (478) 275-3579 by phone or email at russ_f@timberlandresource.net or russfalk55@gmail.com. All bids will be opened at 4:45 P.M. at 706 Bellevue Avenue, Dublin, Georgia.

Submittance of a bid constitutes acceptance of the terms and conditions of this sale as set forth in this invitation. Once accepted, a mutually agreeable contract will be established between the owners and the accepted bidder before closing. **Please see bid guidelines exhibit "A" enclosed and note any problems in guidelines before bidding.** The seller reserves the right to reject any and all bids.

Sincerely,

Russell Falk
Timberland Resource Services, Inc.



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Complete Forest Management Services – Rural Land Brokerage – Rural Land Appraisals

EXHIBIT "A"

TIMBER SALE CONTRACT AGREEMENT/GUIDELINES

The seller agrees to grant the purchaser and their agents 12 months from the date of this instrument all timber designated for sale within the sale area. The seller covenants to and with the purchaser, its successors and assigns, that he is seized of a fee simple title to the within described property, rights and privileges hereby conveyed and that he has the right to grant and convey the tree and timber rights and that the title is free from defect.

The purchaser agrees to notify Timberland Resource Services Inc. at least 24 hours before any logging activity begins or ceases. All log yards must be approved by Timberland Resource Services, Inc. before construction begins. All logging debris (cans, cups, tires, bottles, etc.) brought onto the property during the logging process must be removed at the completion of the harvest. During the servicing of equipment, all oil and lubricants must be disposed of properly.

Buyer, its agents and employees, shall have the right of ingress and egress into, out of and upon the sale area, and shall have the right to move machinery and equipment of every kind and character into, out of and upon the sale area, for the purpose of cutting and removing the timber and trees therefrom; at the expiration of the contract all rights granted shall cease.

All parties hereby agree to abide by the Best Management Practices (BMPs) as outlined in the Georgia Forestry Pamphlet BEST MANAGEMENT PRACTICES FOR FORESTRY IN GEORGIA, and, BEST MANAGEMENT PRACTICES FOR FORESTED WETLANDS IN GEORGIA. Responsibility for adherence to BMPs shall vest upon any party or that party's agent at any time said party is upon the land for the purpose of carrying out any aspect of forest products business (including but not limited to the activities of logging, cruising, cultivating and planting timberland). Damages arising out of the failure to exercise BMPs shall be limited to the expenses incurred by any party which carries out remedial measures reasonably required to bring the site in question into compliance with the applicable BMPs as set out above. Such damages shall be levied against the buyer whose agents fail to exercise BMPs and will be removed from the performance bond.

Buyer shall follow good forest practices in cutting and removing said timber and trees so as to prevent so far as same is reasonably possible any damage to the young timber and trees on the leased property, and to use reasonable care and diligence in protecting said timber and trees from fire. Top piles from delimiting gates or log yards are not to be established in areas other than approved log yard areas. All tops must be left where they can be burned for site preparation purposes or spread over the cut area. **No top piles are to be within 200' of any property or stand boundary.**

All border fences and woods roads must be maintained at all times. If destroyed the owners will have the right to repair fence at buyers expense. Existing roads will be used where possible and maintained in accordance with BMPs. Where necessary, new roads that must be constructed will follow a flagged traverse and be constructed using the BMP recommendations. If necessary to deviate from the traverse, logger will notify landowner or TRS representative before construction. All constructed roads and skid trails must be maintained as necessary while logging to avoid creating erosion. To prevent erosion all roads and skid trails must be left in good condition including the installation of water bars, turnouts or broad-based dips. Existing stream crossings on permanent roads will be maintained and stabilized to prevent erosion and sedimentation. New permanent or temporary stream crossings will be constructed at pre-determined points with culverts of adequate size. Those crossings will be stabilized and maintained during the operation.

The buyer as an independent contractor will pay all obligations incurred for its labor, insurance, and other expenses incurred in cutting and hauling and otherwise dealing with the trees. Buyer agrees to save the seller harmless from all claims, liens, payment for damages and expenses or expenditures made in connection with the performance of this agreement by buyer. The buyer agrees to carry Workman's Compensation Insurance on all its employees, general liability coverage of at least \$1,000,000.00 (one million dollars), and agrees to provide proof of insurance to seller before cutting operations begin if asked to do so.

A (6) month extension will be granted to buyer for the cutting and removal of the trees in the event that the harvesting operation is delayed by inclement weather, floods, acts of GOD, strikes in woods, or strikes with carriers, particularly including, but not necessarily limited to, railway carriers. However, it shall be mutually agreed that if the buyer is hindered in his performance to carry out a timely completion of harvesting under this contract because of quota problems at the mill of highest and best usage a portion or all of a (6) month extension may be granted to compensate for actual time loss. Under no set of circumstances shall this cutting period be extended for more than -6- months.

In the event of any dispute between seller and purchaser arising out of the terms and conditions of the agreement and the performance of either party there under, seller and purchaser agree to accept the decision of an arbitration board of three disinterested uninvolved members, of which one is appointed by the seller, one by the purchaser and the third appointed by the first two arbitrators if prior agreement can not be established. All shall be Registered Foresters in the State of Georgia and must reach an agreement within thirty days of their appointment. Party deemed at fault and causing a breach of contract, shall pay any and all costs, damages, legal and court fees, or expenses whatsoever incurred by party not at fault that the innocent party may have spent proving the occurrence of said breach.

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