## TIMBERLAND RESOURCE SERVICES, INC.

MANAGING NATURES RESOURCES FOR MAXIMUM RETURN

DATE, TIME: Friday September 20, 2024 @ 1:00 PM

PLACE: 706 Bellevue Ave, Dublin, GA

TRACT: Wilkinson County Tax Map 27-11, Approximately 70 ac. HARVEST: Clearcut PINE and HARDWOOD TREES South of fence. Also cut all Pines and only non-oak trees 18" and larger at

the stump North of Fence. See map for details.

LOGGING CONDITION: Mostly Hwd Swamp, some upland ridges

Timberland Resource Services, Inc. would like to accept a per ton price for all hardwood sawtimber and pallett trees woods run that are designated for sale. Also a separate per ton price for all pine chip and saw trees and pine sawtimber woods run. A hardwood pulpwood and pine pulpwood price is to be given separately for tree length and double bunk trees. A \$20,000 advance is requested at closing. See enclosed bid sheet for clarification.

This land belongs to Mr and Mrs Larry Hines and is a clearcut of all trees south of a fence flagged with blue flags and painted with orange tree paint. To the north of said fence all Pine trees are for sale as well as all non-oak trees 18" + at the stump. This sale lies just south of Asbury Church Road west of Irwinton and is accessed by a woods road recently used for logging. The adjoining 30 acres was recently split off from the estate and has been harvested. This sale has some large hardwood grade and crosstie sawtimber and a significant amount of large poplar sawtimber present. The select cut area was clearcut in 1999 and has grown back in pine reproduction and large hardwood timber in spots. See enclosed sale photos and sale maps for further info.

The cutting contract will be for 18 months with a six month extension granted for wet weather etc. if mutually agreeable. Bids and inquiries can be submitted in person or will be accepted by email or text until 1:00 P.M. on Friday September 20, 2024 at 706 Bellevue Avenue at (478) 609-1122 or by email at <a href="mailto:russfalk55@gmail.com">russfalk55@gmail.com</a>. All bids will be opened at 1:00 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 winning bidder. 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.

Russell Falk

706 Bellevue Ave., P.O. Box 4956, Dublin, GA 310400 PH 478 275-3579

www.timberlandresource.net



## TIMBER SALE CONTRACT AGREEMENT/GUIDELINES

The seller agrees to grant the purchaser and their agents 18 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.

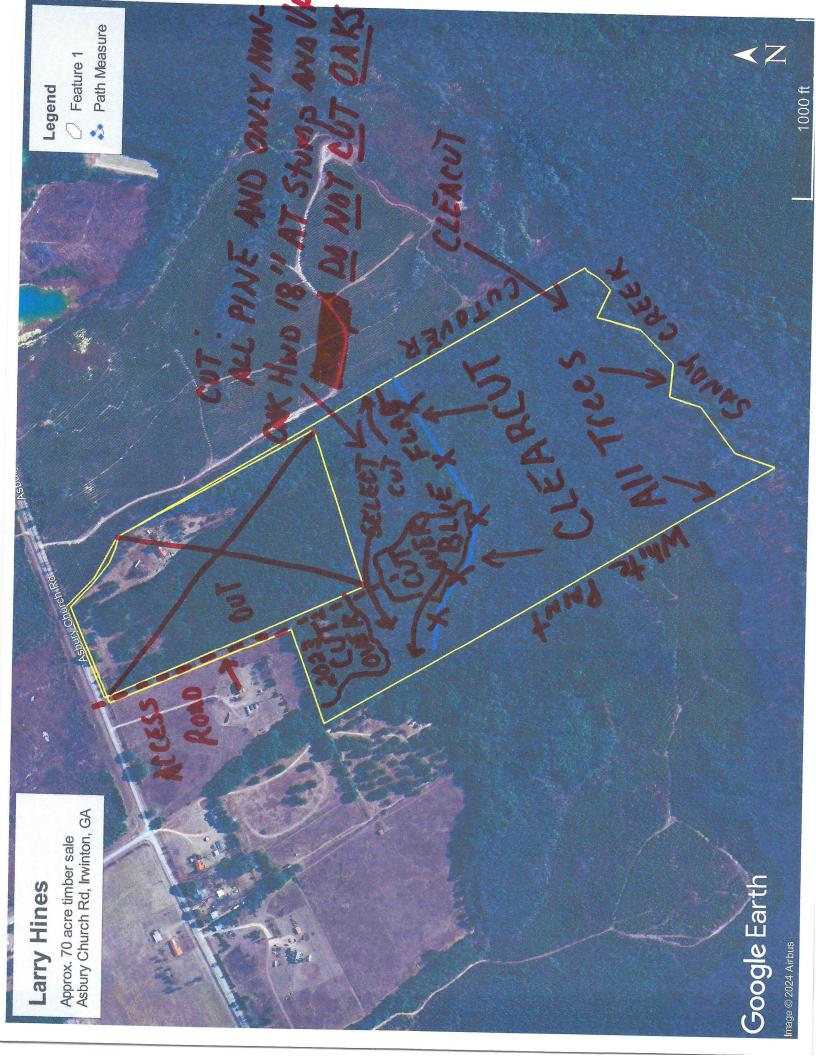
All parties hereby agree to abide by the Best Management Practices (BMPs) as outlined in the Georgia Forestry Pamphlet BEST MANAGEMENT PRACTICES FOR FORESTRY IN GEORGIA, and, BEST MANAGEMENT PRACTICES FOR FORESTED WETLANDS IN GEORGIA. Responsibility for adherence to BMPs shall vest upon any party or 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 delimbing 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.

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.





ABOVE: Best tree on property



ABOVE: Big Sandy Creek



Bid Sheet:	
Company Name	
Pine Per ton Composite Price Woods run All Sawtimber (8" top), chip n saw (6' top)	And the second distribution of the second se
Pine Per Ton Price (tree length)	
Double bunk tops	
Hdwd Pulp per ton price (tree length)	
Hardwood Pulp (double bunk if any)	MATERIAL AND PROPERTY OF THE P
Hardwood Sawtimber/pallet per ton Price woods run	Manufacturing and Apply Control of Control o