Mississippi Forestry Commission
Area 45
825 Wingate Road
Richton, MS 39476

Invitation for Bids
Stumpage for Sale
School Trust Land

Sealed bids will be received by the **Perry County School Board** in New Augusta, MS, Perry County up to and not later than 10:00 A.M. May 11, 2020 for the purchase on a per-ton basis for all timber, standing or down, designated for harvesting in **Section 16, Township 1S, Range 9W, Perry County, Mississippi**. Each bidder is expected to make their own cruise and to bid accordingly.

Before bids are submitted, full information concerning the timber, the conditions of sale and the submission of bids should be obtained from the **Mississippi Forestry Commission, Richton, Mississippi (telephone number 228-234-1536**). The right to reject any and all bids is reserved. The Perry County School Board of Trustees will meet the night of **May 11, 2020** to accept or reject the bids.

The sale is for a pay-as-cut-buyer-select thinning operation on a $\pm$240 acres, hand planted, loblolly pine plantation which includes row/select thinning as specified in the "Forest Products Sale Contract". The stand is **24** years old, has an average **merchantable** height of **39** feet and an average DBH of **7.7** inches. At present the average basal area is **142** square feet per acre. The sale will be a 5th row operator select thinning with **15** foot wide, harvested, corridors that will be utilized as haul and skid rows. The width between corridors will be **50** feet. The timber will be thinned to an average of **70** square feet of basal area per acre. Trees designated for sale are those, **pulpwood** size trees not needed to form an average basal area of **70** square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw-log or potential saw-log quality trees. Bids will be on a per ton basis for the following products: **pine pulpwood, pine chip-n-saw, and hardwood pulpwood.** *(See Article I of the Forest Products Sale Contract).* Acceptable bids must only be for products designated in this prospectus. NOTE: The pine chip-n-saw bid category includes both small and large chip-n-saw as well as non-pole stems not meeting sawtimber specifications as shown in Table 1 of the contract.

The designated timber sale boundaries are defined by, a hardwood drain on the north, and the section's orange painted boundary lines to the south, east, and west. These orange painted boundary line trees are not to be cut. **See map attached.**

All Bidders should be advised that this timber will have to be hauled across two **TEMPORARY** US Forest Service roads and US Forest Service road 321 to the south, via Mars Hill road, all requirements of the temporary road use permit will be met by the buyer or the use of the performance bond (see attached). A road use permit will also be required to use these road. This will have to be acquired by the timber buyer; all contact information to the USFS can be provided by the MFC representative.

For information regarding the calculation of the estimated road use permit contact Charles O'Neal at 228-234-1536.

If the Seller or Seller's Agent determines that the Buyer is in violation of any contract stipulation(s) found within *Article XI, Article XII*, Table One found within the Forest Products Sale Contract will be the basis for Product Designation and Minimum Product Specifications.

Bids will be on a per ton (2000 pounds) basis for all products. Payment will be made on a weekly basis. Payment must be received by **5:00 p.m. on Monday** for forest products removed the previous week or at the completion of harvesting, whichever comes first. Payment will be made for the actual volume cut from the tract. Buyer will furnish the Seller or Seller's Agent a copy of each load ticket as proof of purchase. *(See Article I paragraph five (5) in the Forest Products Sale Contract).*

The contract will be awarded to the highest/best bidder. The highest/best bid will be determined by multiplying the seller estimate of volume by the bidder's price per ton for each product. All bids must meet the minimum bid set by the Mississippi Forestry Commission.

PAYMENT FOR ALL TIMBER PRODUCTS WILL BE MADE PAYABLE TO:
Perry County School District
P.O. Box 137
New Augusta, MS 39462

IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED, AND MAILED TO:
Mississippi Forestry Commission
Att. Charles O'Neal
P.O. Box 452
Richton, MS 39476

At least seven (7) working days prior to the Pre-Entry Conference, the Buyer may be required to provide three (3) reference tracts of similar harvest operations to be viewed as examples of work completed by the Buyer's logger. The Buyer will provide to the Seller's Agent the following information regarding the reference tracts; landowner's name, contact information, and a property map. Neither the Pre-Entry Conference nor the harvesting of timber will commence until this contract specification is fulfilled. *(See Article VI paragraph three (3) in the Forest Products Sale Contract).*

The buyer will deposit with the **Perry County School Board** a **$5000** Performance Bond to guarantee the faithful performance of each and every article of the Forest Products Sale Contract. The Performance Bond must be deposited with the Perry County School Board at the signing of the contract. The Performance Bond must be in the form of a corporate check, surety bond, cashier's check, certified check, or money order. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of the contract in full by the Buyer, the Seller will return the Performance Bond in full, less any money withheld as damages by the Seller *(See Article IV of the Forest Products Sale Contract).*

Extensions may be granted due to unforeseen circumstances, i.e. inclement weather. *(See Article V paragraph two (2) of the Forest Products Sale Contract).*

Harvesting activities may be monitored by the use of surveillance cameras and/or the use of *MFC* aircraft <u>or any</u> <u>other means to ensure Contract compliance deemed necessary by the Seller's Agent</u>. *(See General Terms paragraph one (1) Forest Products Sale Contract).*

A pre-entry conference will be set up with the successful bidder to lay out logging roads, major skid trails, loading ramps, etc. It should be noted that water bars and other reclamation work will meet or *exceed* standards set forth in the "Best Management Practices for Forestry in Mississippi" (4th Edition, September 2008, MFC publication #107) and will be required on roads, skid trails and loading ramps. This provision will be completed prior to the return of the Performance Bond. If the buyer decides to temporarily leave the site or suspend harvesting operations, appropriate measures will be taken to stabilize the site during the buyer's

absence or during any suspended harvesting operations. *(See Article XIII of the Forest Products Sale Contract).*

It will be the prospective bidder's responsibility for contacting and securing County Road use from the appropriate supervisor(s), and any other access that may be needed thru adjoining landowners.

A sample Forest Products Sale Contract is attached. Should a prospective buyer wish to vary this contract, it is required by the Seller that an appeal be made in writing at least ten (10) business days prior to opening of bids. If any Bid changes regarding any aspect of this Timber Sale or the Forest Products Sale Contract is requested by any Timber Bidder within ten (10) business days of the Announced Bid Opening Date, or on the announced Bid Date, that Buyer's bid nor the change will be considered by the Seller or the Seller's Agent. Furthermore, any Bid Contingencies required by a prospective bidder of the Seller for the their bid to be valid that is offered within ten (10) business days of the announced bid date or on the announced bid date will automatically disqualify that bid from consideration during the actual bid opening.

The Forest Products Sale Contract will be forward to the successful Bidder for execution within ten (10) calendar days of the Seller's Approval of the Buyer's Bid. The Seller will fill out the Forest Products Sale Contract and provide the contract to the successful Bidder for completion. The Bidder will then return the completed contract to the Seller within 30 days. The Performance Bond Deposit is also required at Contract execution.

Bids should be addressed to Perry County School District, P.O. Box 137, New Augusta, MS 39462. The envelope should be clearly marked to indicate that it contains a bid for timber.

The timber may be inspected at any time.

Representatives of the Mississippi Forestry Commission are available to all interested buyers at the Area Forester's Office in Richton, MS to answer questions. Office hours are 8:00 a.m. – 5:00 p.m. weekdays; telephone number 228-234-1536.

The contract will be for a period of **18** months from the date of signing.

Effective April 2011, Mississippi School Trust Lands have been group certified by the American Tree Farm System and are in conformance with the AFF (American Forest Foundation) Standard. A copy of the AFF Certificate of Registration can be obtained on the MFC web page at www.mfc.ms.gov.

In submitting a bid please mail or hand deliver prior to 10:00 A. M. May 11, 2020 in an envelope addressed as follows:

Return address

Perry County School District
P.O. Box 137
New Augusta, MS 39462

Timber Sale Bid
Section 16, Township 1S, Range 9W Thinning Sale
To be opened: May 11, 2020 at 10:00 A.M.

Bid for Advertised Timber

Name: _____ Opened: _____
School: _____ By: _____
Address: _____ In presence of:
_____ _____
_____ _____

Dear Sir:

In response to the notice of the timber sale,_____ (I or We) offer $_____ per ton for pine pulpwood, $_____ per ton for pine chip-n-saw and $_____per ton for hardwood pulpwood on a pay-as-cut basis for the advertised timber designated for harvesting on Section 16, Township 1S, Range 9W, Perry County, Mississippi.

If declared the successful bidder, _____ agrees to execute a contract of sale within 30 days from the receipt of notice from the Seller of the accepted bid. A Performance Bond in the amount of **$5,000.00** will be provided at the signing of the contract in the form of a corporate check, surety bond, cashier's check, certified check, or money order. Proof of Insurance will not be accepted in lieu of this performance bond. This Performance Bond will be held by the Perry County School District to guarantee the faithful performance of each and every article of the Forest Products Sale Contract. Upon written notice of completion of the contract in full by the Buyer, the Seller will return the Performance Bond in full, less any money withheld as damages by the Seller. Is further agreed that if the contract of sale is not executed, and a bond or cash deposit is not furnished within 30 days, then the Perry County School Board reserves the right to consider the bid received null and void and seek additional bids for the above mentioned timber.

Sincerely,

_____
Bidder or Company Name

_____
Signature of Bidder

_____
Full Address

_____
Email Address

_____
Telephone Number

_____
Date

Prepared by:
Name: Mississippi Forestry Commission
Address: 825 Wingate Road
Town-Zip: Richton, MS 39476
Phone: 228-234-1536

Return To:
Name: Perry County School Board
Address: P.O. Box 137
Town-Zip: New Augusta, MS 39462
Phone: 601-964-3211

FOREST PRODUCTS SALE CONTRACT

This contract made and entered into on this day by and between the **Perry County School Board**, party of the first part, hereinafter called the Seller and_____, party of the second part, hereinafter called the Buyer, WITNESSETH:

Article I. For and in consideration of the sum of $_____ per ton for pine pulpwood, $_____per ton for pine chip-n-saw and $_____per ton for hardwood pulpwood, the Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller on Section 16, Township 1S, Range 9W, Perry County, Mississippi.

Payment will be made on a weekly basis. Payment must be received by 5:00 p.m. on Monday on a weekly basis for forest products removed the previous week or at completion of harvesting, whichever comes first. Payment may be delayed for the first week of harvesting. Payment will be made for the actual volume cut from the tract. Buyer will furnish seller a copy of each Load Ticket as proof of purchase and the previous week's original Daily Load Report sheets. Payment for Timber harvested during the previous week shall then be computed based upon the Actual Volume (in Tons) and the applicable price per ton, failure to comply will result in the forfeiture of the performance bond.

PAYMENT FOR ALL TIMBER PRODUCTS WILL BE MADE PAYABLE TO:
Perry County School District
P.O. Box 137
New Augusta, MS 39462

IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED, AND MAILED TO:
Mississippi Forestry Commission
Att. Charles O'Neal
P.O. Box 452
Richton, MS 39476

It shall be the Buyer's affirmative duty to accurately report on harvested timber. Therefore the Buyer or the Buyer's Agent(s) will maintain a Daily Load Report (Exhibit B). The Daily Load Report will contain the following information for each truck load: date and time of departure from the section; truck driver's name; timber product (ex: Pine Pulpwood, Pine Chip-n-saw, etc); delivery destination; ticket number and scale ticket number; and net load weight. The Buyer will provide the Seller and/or the Seller's Agent the opportunity to review the Daily Load Report and allow copies to be made at the Agent's request. The previous week's original Daily Load Reports will be submitted on Monday by 5:00 p.m.

The sale is for a pay-as-cut-buyer-select thinning operation on a ±240 acres, hand planted, loblolly pine plantation which includes row/select thinning as specified in the "Forest Products Sale Contract". The stand is **23** years old, has an average **merchantable** height of **39** feet and an average DBH of **7.7** inches. At present the average basal area is **142** square feet per acre. The sale will be a 5th row operator select thinning with **15** foot wide, harvested, corridors that will be utilized as haul and skid rows. The width between corridors will be **50** feet. The timber will be thinned to an average of **70** square feet of basal area per acre. Trees designated for sale are those, **pulpwood** size trees not needed to form an average basal area of **70** square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw-log or potential saw-log quality trees. Bids will be on a per ton basis for the following products: **pine pulpwood, pine chip-n-saw, and hardwood**

pulpwood. *(See Article I of the Forest Products Sale Contract).* Acceptable bids must only be for products designated in this prospectus. NOTE: The pine chip-n-saw bid category includes both small and large chip-n-saw as well as non-pole stems not meeting sawtimber specifications as shown in Table 1 of the contract.

Thinning will be accomplished under the following guidelines:

The designated timber sale boundaries are defined by, a hardwood drain on the north, and the section's orange painted boundary lines to the south, east, and west. These orange painted boundary line trees are not to be cut. **See map attached.**

All Bidders should be advised that this timber will have to be hauled across two **TEMPORARY** US Forest Service roads and US Forest Service road 321 to the south, via Mars Hill road, all requirements of the temporary road use permit will be met by the buyer or the use of the performance bond (see attached). A road use permit will also be required to use these road. This will have to be acquired by the timber buyer; all contact information to the USFS can be provided by the MFC representative.

For information regarding the calculation of the estimated road use permit contact Charles O'Neal at 228-234-1536.

Forest product specifications are listed and described below in Table One. Most notable is the Minimum Product Specifications and its relevance to *Article XI* of this contract. If the Seller or Seller's Agent determines that the Buyer is in violation of any contract stipulation(s) found within *Article XI, Article XII*, then Table One will be the basis for Product Designation and Minimum Product Specifications.

Table 1. Minimum Product Specifications

Product Designation	**Minimum Specifications (DBH and top diameter)**	**Units**
Pine Pulpwood (PW)	4.6"/3.0"	Tons
Pine Chip-n-saw(CNS)	8.6"/6.0"	Tons
Pine Saw timber (PST)	11.6"/8.0"	Tons
Hardwood Pulpwood (HWPW)	4.6"/4.0"	Tons
Red Oak Saw timber (ROST)	13.6"/10.0"	Tons
White Oak Saw timber (WOST)	13.6"/10.0"	Tons
Hardwood Misc./Mix Saw timber (MHWST)	13.6"/10.0"	Tons

The Buyer represents that he has inspected the sale area and familiarized himself with the kind, amount and quality of all products designated by the Seller and covered by this contract. Stand descriptions are mere averages and are meant to be used as a general description of the stand of timber.

Part I – General Terms

The Buyer's harvesting activities may be monitored by the use of surveillance cameras and/or the use of Mississippi Forestry Commission (MFC) aircraft or any other means deemed prudent by the Seller or the Seller's Agent to ensure Contract compliance.

Article II. The Seller warrants that merchantable title is held to the timber products covered by this contract, and that same is free of all liens and encumbrances. Seller shall retain title to each tree subject to this Contract until such time of severance by the Buyer. Until passage of title to Buyer hereunder, Seller shall bear all risks of loss or damage to the Timber, unless the loss or damage to such tree is caused by Buyer or Buyer's agent, servant, employees, or independent contractors. After severance, title to any tree so cut shall be held

by the Buyer, <u>except</u> that Seller shall retain a lien until the same shall be paid for in full as herein provided. Buyer hereby grants to Seller a security interest in all Timber cut by Buyer to secure all sums that may become due to Seller hereunder. If the Buyer fails to gather severed timber from the timber sale area, the Buyer, upon notice by Agent, must collect severed timber and payment made in a timely manner per *Article I* and *Article X* of this contract. If the Buyer fails to collect severed timber, Buyer remains responsible for payment of said timber. Payment must be made by the ton according to this contract's product class specifications, and said tons and product class shall be determined by and in the sole discretion of Agent. After 15 calendar days, title to said uncollected trees shall revert to Seller who may then under applicable State Law seek bids for said timber.

The Seller grants to the Buyer the right of ingress and egress over the lands of the Seller as may be necessary for removal of products specified by this contract; provided however, that no mechanized equipment not equipped with rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the Seller without first laying planks on the road to prevent direct contact between the vehicle and the road.

Article III. All severance taxes will be borne and paid by the Buyer.

Article IV. The Buyer agrees to deposit with the Seller a Performance Bond in the amount of **$5000.00** in the form of a corporate check, surety bond, cashier's check, certified check, or money order at the execution of this contract as a guarantee of faithful performance of each and every article of this contract in full. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of this contract by the Buyer, the Seller will return the deposit in full, less any money withheld as damages by the Seller. This contract shall not be assigned in whole or in part without the written consent of the Seller and in the event of an assignment; the terms of this contract shall apply. If for any reason, a third party is assigned, the original buyer remains the responsible party for all terms and conditions of this contract.

Article V. The terms of this contract shall be for a period of 18 months from the Effective Date hereof, and during said period, the Buyer may harvest and remove any and all Timber products covered by this contract as site conditions allow. This contract may terminate earlier than 18 months if Buyer provides Seller with the final Load Report, mill tickets and payment *(Article I),* and Seller releases Buyer from further performance, in which case this Timber Sale Contract shall terminate and expire at such time.

The contract may be extended for up to six (6) months by mutual consent of BUYER and SELLER in writing if conditions develop which interfere with the BUYER's operations for an appreciable length of time.

Article VI. The Seller hereby designates the Mississippi Forestry Commission (MFC) as its agent (Seller's Agent) and gives said Agent the following responsibilities:

1. Determining compliance with the terms of this contract by the Buyer, the Buyer's Agent(s) or their employees.
2. The authority to stop all operations of the Buyer on the Seller's property when it appears that terms of this contract are being violated.
3. The right to halt logging operations when ground conditions are so wet that logging would cause excessive damage to the Property, or when conditions are so dry that the risk of fire is elevated. In such cases, Buyer must communicate directly with the Agent before logging can resume. Any operations that resume before the approval of the Agent will result in a $250.00 per day fine which will be deducted from the Performance Bond. The contact forester is: Charles O'Neal and contact phone number is: **228-234-1536**. Furthermore this fine will be imposed for any and all reasons that logging is halted and resumes without MFC approval, including, but not limited to; weather, saturated ground conditions, or removal of equipment to another logging operation on or off properties held in trust by the Seller or for any other reason that implies logging has ceased due to a stoppage by the Seller's Agent, Seller or a self imposed stoppage by the logger or the Buyer. The contact person again is: Charles O'Neal and his phone number is 228-234-1536.

A pre-entry conference between the Buyer and local MFC representative will be required before harvesting operations are allowed to begin. The Buyer agrees to notify the local representative of the Mississippi Forestry Commission to arrange a pre-entry conference and supply proof of deposit of the Performance Bond and proof of Manufacturer's or Contractor's Public Liability Insurance and other required insurance per Article XVIII of this contract at least seven (7) working days prior to the commencement of harvesting operation. There will be a $250.00 per day fine for harvesting operations that begin before the pre-entry conference. Timber harvesting will not commence until these required documents are supplied to the Seller's Agent.

At least seven (7) working days prior to the Pre-Entry Conference, the Buyer may be required to provide three (3) reference tracts of similar harvest operations to be viewed as examples of work completed by the Buyer's proposed logger. The Buyer will provide to the Seller's Agent the following information regarding the reference tracts; landowner's name, contact information and a property map. Neither the Pre-Entry Conference nor the harvesting of timber under this contract will commence until this contract specification is fulfilled by the Buyer.

Article VII. The Buyer agrees to take all reasonable steps to prevent the occurrence of a wildfire(s) on the above described lands. The Buyer also agrees that all available personnel and equipment will be utilized to suppress any wildfires originating on said lands while the Buyer's operations are in progress and to notify the Seller's Agent promptly of any occurrence of wildfires resulting from the Buyer's operations or otherwise.

The Buyer further agrees to compensate the Seller for any and all property and/or timber damaged from a wildfire on Seller's property originating through the negligent act(s) or willful act(s) of the Buyer, their agents or employees. Furthermore, the Buyer will compensate the Seller and/or the Seller's Agent for any expenses incurred in detecting, investigating or suppressing said wildfire(s).

Article VIII. Buyer agrees to defend, protect and hold Seller or the Seller's Agent harmless from any loss, cost, damages, and/or expenses arising from claims for personal injury or property damage by any third party which arises from or out of the activities of Buyer, Buyer's Agents, employees or independent contractors while on Seller's property, except for any claim arising from the sole negligence of Seller.

Buyer and their subcontractors shall, in all things, conform to the requirements of the Worker's Compensation Act of the Laws of the State of Mississippi (MS Code 73-3-1) and qualify there under as a condition precedent to the performance of this contract. Buyer shall, as required by the Seller, submit satisfactory proof of qualification and conformity of themselves and each subcontractor with said Act.

1. Manufacturer's or Contractor's Public Liability Insurance in not less than $100,000.00 and $300,000.00 limits.

2. Bodily Injury and Property Damage Insurance not less than $50,000.00 and $100,000.00 limits.

3. General automotive liability insurance not less than $1,000,000.00 per vehicle.

Article IX. Buyer and Seller take cognizance of the Federal Endangered Species Act, 16 U.S.C. Section 1521 et seq., and the regulations Appearing at 50 C.F.R. Section 17, which list endangered and threatened fish, wildlife and plants, including but not limited to the gopher tortoise (Goperus Polyphemus), the Red-Cockaded Woodpecker (Picoides), the Louisiana Black Bear and such other species of fish, wildlife and plants which may from time to time be listed as threatened or endangered. SELLER represents that there are no threatened or endangered species of fish, wildlife or plants or habitat thereof on any of the land subject to this agreement to the best of the SELLER'S knowledge. SELLER and BUYER agree that should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this agreement, this agreement shall be terminated as to the affected acreage and the timber thereon (as is determined by BUYER in consultation with applicable authorities or agencies) and BUYER shall be compensated or excused from payment as the case may be for the prorated portion of the purchase price with relates to the affected acreage.

PART II - PERFORMANCE REQUIREMENTS

Article X. This timber sale is an Operator Select 5th row thinning of a ±240 acre loblolly pine plantation. Generally, the goal is for the residual stand to be composed of larger trees of saw timber quality or potential saw timber quality and evenly distributed across the sale area. Specifically, the thinning will be conducted in accordance with the following, as determined by and in the sole discretion of the Seller's Agent:

1. Leave Trees shall be left evenly distributed over the Sale Area at an average stocking rate of **70** square feet basal area per acre. The basal area range will not be less than **65** square feet and not more than **75** square feet per acre.
2. The average DBH gain after harvesting will be a minimum of 0**.5** inch.
3. No crowns of residual crop trees will touch on more than one side.
4. Areas where initial Basal area is below **70** shall not be thinned.
5. Where plantation rows can be distinguished, all trees in every (5)th row will be thinned. Where plantation rows cannot be distinguished, corridors shall be selected and harvested by the Buyer to facilitate access. **15** foot wide corridors will be removed and be used for the haul and skid rows. The width between corridors will be **50** feet. The timber will be thinned to an average of **70** square feet of basal area per acre.
6. Within the Leave Rows (or Non-Corridor areas) the Buyer will be required to select, prioritize and harvest trees that are diseased, damaged, poorly formed, suppressed or of inferior size and quality to meet contract requirements of residual tree quality, tree spacing, and basal area.
7. After harvesting operations have been completed, residual tree stocking must be above 65 square feet or below 75 square feet of basal area per acre for the sale area. Otherwise, a penalty will be assessed at a rate of 0.25 tons per acre for every one (1) square foot of basal area below or above the tract range.
8. Equipment damage to Leave Trees shall be kept to a minimum. Excessive damage, meaning unnecessary damage to more than five percent (5%) of the Leave Tree stems, may result in the termination of this contract or other remedial action(s) to compensate the Seller.
9. All logging debris will be removed from the loading ramps and evenly redistributed throughout the residual stand, particularly in areas where erosion may occur, except any logging debris that the Seller's Agent determines necessary for soil and site stabilization on and around loading ramps.

Article XI. The Buyer will be required to merchandise all severed timber for the maximum financial benefit of the Perry County School District. The Seller's Agent may inspect and enforce merchandising at any time.

Article XII. Undesignated Trees are Leave Trees or any other tree(s) that are not offered for sale (and hence should not be cut or damaged). Undesignated Trees cut by Buyer must be paid for by the Buyer at the double stumpage rates listed below. This penalty will be deducted from the Buyer's Performance Bond.

Any undesignated merchantable trees which must be severed to construct or improve an existing access road shall be marked by the Seller's Agent in advance of harvesting. Said trees shall be purchased from the Seller by the Buyer and paid for at normal contractual rates specified under Article I of this contract. Other trees, as not covered by contract rates, shall be purchased from the Seller by the Buyer and paid for at one-half the rates specified in the contract for Undesignated Trees.

Also, Undesignated Trees and/or Leave Trees which are substantially damaged in the course of the Buyer's operations due to the Buyer's negligence or error will be marked for harvesting by the Agent. Buyer will pay double stumpage rates for all such substantially damaged trees.

For purposes of this contract, substantial damage to an Undesignated Tree shall be defined as breakage of the main stem, significant crown damage, uprooting or any abrasion which exposes wood on one quarter or more of the circumference of the main stem or in a continuous longitudinal wound of more than 2 feet in length, which damage could have been avoided through the use of reasonable care. Both categories shall be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine pulpwood	**$ 20 per standard ton**
Hardwood pulpwood	**$ 16 per standard ton**
Pine saw timber	**$ 60 per standard ton**
Hardwood saw timber	**$ 50 per standard ton**

Article XIII. Existing access roads shall be utilized wherever practical. Following the completion of the harvesting operation all access roads, loading ramps and skid trails utilized in the course of harvesting timber on the Seller's property will be stabilized and will meet or exceed the standards promulgated in "Best Management Practices for Forestry in Mississippi" (4th Edition, September 2008, MFC publication #107) . This includes but is not limited to; constructing water bars, shaping disturbed areas for proper drainage, seeding or mulching with a suitable vegetation during the appropriate season, followed by the fertilization of these areas based on the recommendations found in "Best Management Practices for Forestry in Mississippi" (4th Edition, September 2008, MFC publication #107). All BMP work will be completed in a timely manner. If after a reasonable period of time, as determined by the Seller's Agent, the Buyer fails to complete the BMP work, the Seller reserves the right to carry out this contract specification. Furthermore, the Seller will utilize the Buyer's Performance Bond deposit to compensate the Seller's Agent or other private BMP contractors for work performed. The Performance Bond will not be returned by the Seller to the Buyer until all BMP work is completed and fully satisfies the Seller's Agent.

If the Buyer, Seller or Seller' Agent suspends harvesting for an extended period of time, the Buyer will stabilize, smooth and shape the access roads for drainage purposes making it traversable by a pickup truck. Where erosion may occur, as determined by the Seller's Agent, water diversions will be constructed on skid trails, loading ramps and access roads according to Mississippi's BMP specifications.

Article XIV. The Buyer shall be responsible for the removal of any tree or bush or any other obstruction(s) or any portion thereof which is felled in any stream or on any public highway, road, ditch draining the roadway or felled in a way which obstructs the same in any manner. The Buyer must remove the obstructions in a timely manner. If the Seller deems that the Buyer after being requested to remove said debris is unresponsive to removing obstruction(s), the Seller reserves the right to remove obstructions; furthermore the expenses of removing obstruction(s) will be incurred by the Buyer. The Seller reserves the right to deduct any and all expenses incurred in the removal of said obstructions from the Buyer's Performance Bond.

Article XV. Buyer covenants and agrees to use, and to cause its contractors, employees and agents to use, any and all hazardous or toxic substances only on an as-needed basis and in accordance with all applicable laws, rules and regulations. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all costs, suits, claims, liabilities and obligations relating to or arising from use by buyer or its contractors, employees, or agents of any hazardous or toxic materials or substances or petroleum products. All hydraulic fluid and petroleum containers and any other refuse resulting from the harvesting activities shall be removed by the Buyer on a daily basis. The Seller reserves the right to deduct any and all expenses incurred in the removal of said hazardous and toxic substances, hydraulic fluid and petroleum containers and any other refuse from the Buyer's Performance Bond.

Article XVI. When the Buyer has completed his operations as authorized by this contract, Buyer shall remove all equipment and other objects located on the property by themselves, their agents or their employees. Fences when damaged by harvesting operations will be restored to original condition.

Upon completion of all terms of this contract the Buyer shall notify the Seller or the Seller's Agent by personal communication such as a written notice. The Seller's Agent will then make a final inspection of the sale area. The Seller will, upon receipt of the final harvest inspection report, refund the Buyer the full amount of their deposit, less any amount to be withheld for failure to meet contract specifications.

Article XVII. If any of the conditions of these Articles are violated by the Buyer, the Seller may, upon giving the Buyer notice in writing, suspend all operations engaged in by the Buyer under this contract until the conditions and requirements of this contract have been complied with. If the Buyer refuses to comply with each and every condition and requirement set forth in these Articles and persists therein after notice in writing, then the Seller may terminate this contract.

IN WITNESS WHEREOF, the above contract has been executed on this _____day of _____, _____, at _____, Mississippi.

_____	_____
Party of the Second Part	Party of the First Part
_____	_____
Witness	Witness
_____	_____
Witness	Witness

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ,_____ the duly authorized _____of _____a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office this _____ day of _____ , 2020.

_____

Notary Public

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ,_____ the duly authorized _____of _____a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

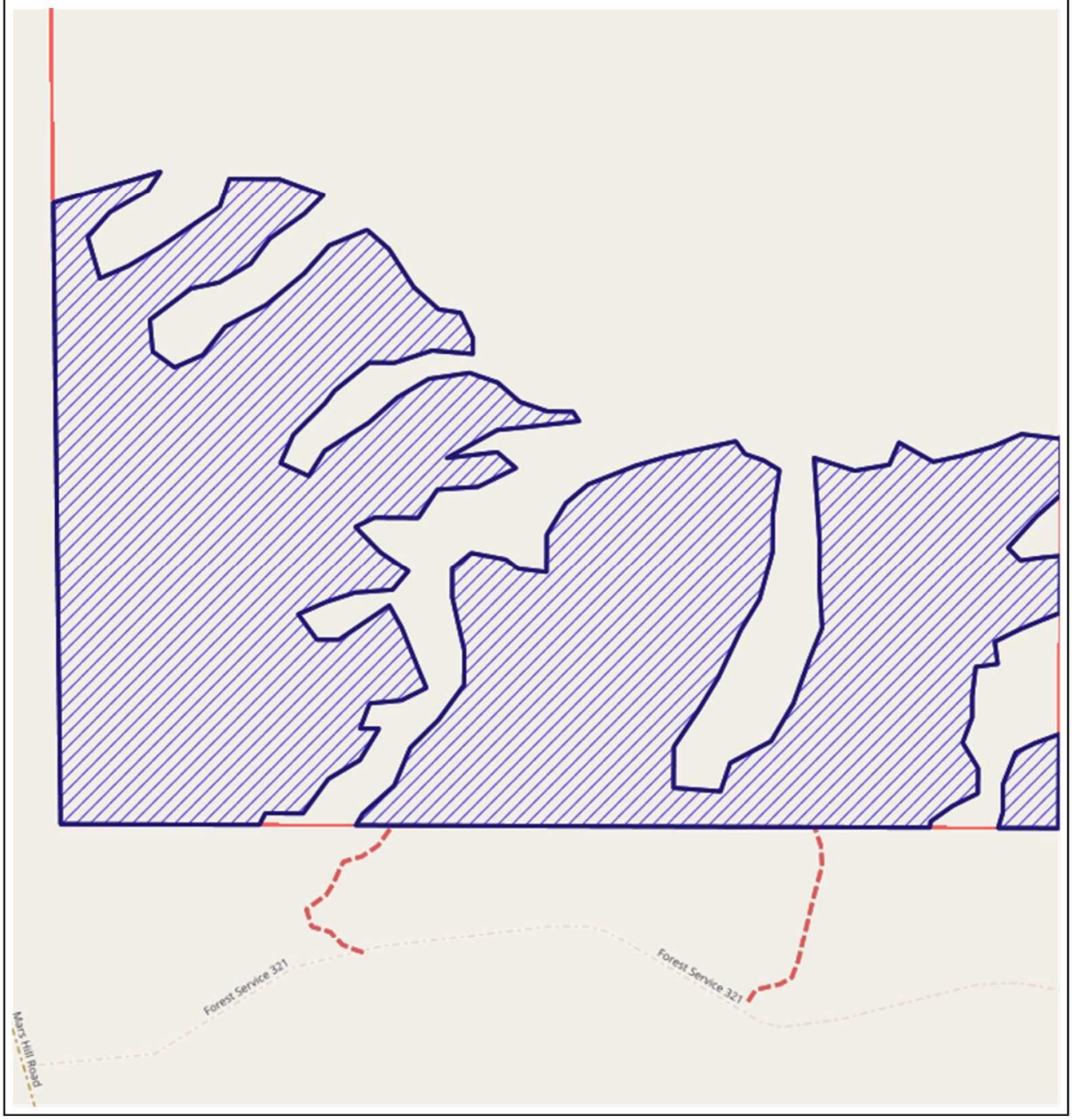
Given under my hand and seal of office this _____ day of _____ , 2020.

_____

Notary Public

My commission expires: _____

Timber Sale (Thin)
16-1S-9W



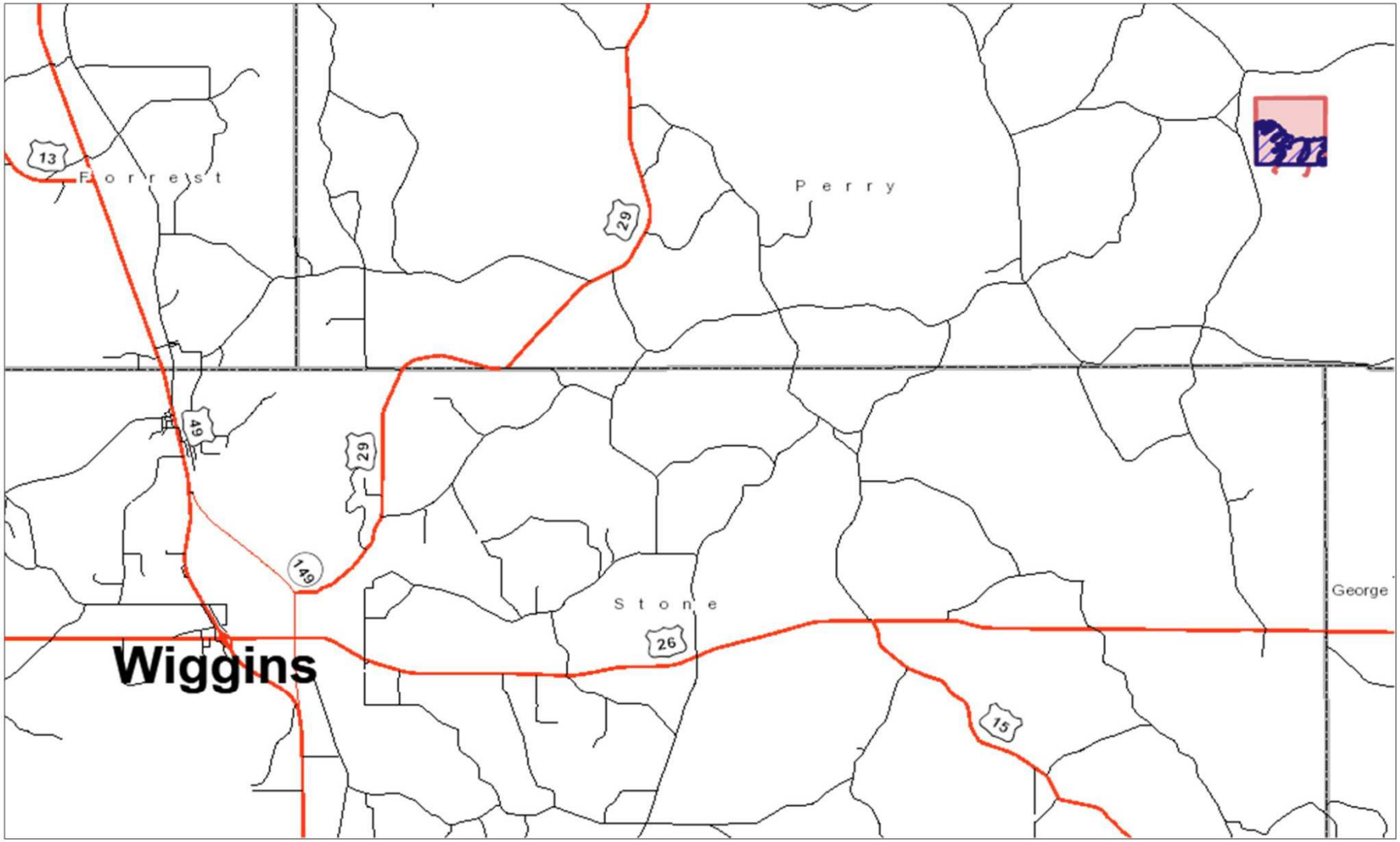
0.3 0 0.16 0.3Miles

1: 10,000

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT INTENDED FOR NAVIGATIONAL USE.

Timber Sale (Thin)
16-1S-9W



4.6 0 2.28 4.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
Mississippi Forestry Commission

1: 144,448

This map is a user generated static output from an Internet mapping site and is for reference only.
Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Authorization ID: DES
Contact ID: PERRYCSB
Expiration Date: 3/12/2021
Use Code: 753

FS-2700-25 (03/06)
OMB NO. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
TEMPORARY SPECIAL - USE PERMIT
(FSH 2709.11, sec. 54.6)
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Perry County Board of Education of 105 Main Street, New Augusta, MS 39462, hereinafter called the Holder, is hereby authorized to use, subject to the terms and conditions of this permit, National Forest System land identified within the De Soto Ranger District and described as **three existing temporary roads located in Sections 9 & 21, Township 1 South, Range 9 West, Perry County, MS; one which begins at FSR 309A and extends southerly 516 feet, and two which begin at FSR 321 and extend northerly 1,108 feet and 1,161 feet to the Perry County School Board '16th Section'**, as shown on the attached map. **This authorization covers approximately 1.28 total acres.**

The holder is authorized to conduct the following activities and/or install the following temporary improvements on the permitted area:

Use of three existing temporary roads (approx. 20' wide) for access for timber harvesting and management activities. Low-level maintenance may be performed within the existing road bed, including spot surfacing and smoothing. No trees are authorized to be cut or damaged in the exercise of this permit.

TERMS AND CONDITIONS

1. Use under this permit **shall begin on 3/13/20 and end on 3/12/21**. The permit shall not be extended.

2. The fee for this use is N/A. It shall be paid in advance and is not refundable.

3. The holder shall conduct the authorized activities according to the attached approved plans and specifications, N/A.

4. The holder shall not install any improvements not specifically identified and approved above.

5. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.

6. The holder shall comply with all Federal, State, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.

7. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.

8. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.

9. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.

10. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.

11. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

12. This permit is subject to all valid existing rights and claims outstanding in third parties.

13. This permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this permit, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within 30 days, unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

14. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. The holder shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.

15. Appeal of any provisions of this permit or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereof.

16. This permit is accepted subject to the conditions set forth herein, conditions 1-22.

17. The above clauses shall control if they conflict with additional clauses or provisions.

18. Rights of use shall extend to holder's contractors, lessees, and other authorized individuals or groups; however, holder alone remains responsible for compliance with terms and conditions of this permit.

19. Upon completion of activities all ruts will be smoothed, waterbars will be placed where needed, road beds will be seeded and fertilized, and travelway will be blocked by construction of earthen barricades sufficient to prevent vehicular traffic through, over, or around the barricades if possible; barricades will be placed both at the road entrance and at the property boundary. Barricades will NOT be constructed by pushing up dirt that is on-site, but rather by dirt hauled to the site and dumped. Unmerchantable material and slash may be scattered onto the travelway to prevent further vehicular travel.

20. At the discretion of the District Ranger and pending application for a permanent easement, the surfacing may be left and one or more roads may remain open.

21. "Trucks Entering Highway" signs shall be placed on Tower Road on either side of access road. Every attempt should be made to prevent tracking mud onto the county road.

22. Granting of temporary access in no way obligates the Forest Service to grant permanent access to this property in the future.

SEEDING TABLE – DE SOTO RANGER DISTRICT

- **All seed will be 90 % pure with a minimum of 85 % germination.**
- **Fertilizer will be 13-13-13 applied at a rate of 200 pounds per acre.**

Warm Season – April to August	
Seed Name	**Rate per Acre**
Browntop Millet (*Urochloa ramosum*)	40 lbs. (1/4 to ½ inch deep)
Alyceclover (*Alysicarpus viginalis*)	20 lbs. (1/4 to ½ inch deep)

Cool Season – September to March	
Seed Name	**Rate per Acre**
Rye (*Secale cereal*)	60 lbs. (1 inch deep)
Wheat (*Triticum aestivum*)	60 lbs. (1 inch deep)
Crimson Clover (*Trifolium incarnatum*)	30 lbs. (1/4 to ½ inch deep)

I have read and understand the terms and conditions and agree to abide by them.

HOLDER:
PERRY COUNTY BOARD OF EDUCATION

BY: _____
DR. SCOTT DEARMAN
Superintendent

Address: 105 Main Street, Suites 3, 4, 5
New Augusta, MS 39462

Phone: 601-964-3211

Date: 03/18/20

U.S. DEPARTMENT OF AGRICULTURE:
FOREST SERVICE

BY: _____
ANNE L. CASEY
District Ranger

Date: 3/20/2020