**Mississippi Forestry Commission**
**Region 3**
**3139 Highway 468 West**
**Pearl, MS 39208**

**Invitation for Bids**
**Stumpage for Sale**
**School Trust Land**

Sealed bids will be received by **Smith County School District at 212 Sylvarena Avenue, Suite C, Raleigh, Mississippi, Smith County** up to and not later than **December 8, 2020, at 10:00 am**, for the purchase on a per-ton basis for all timber, standing or down, designated for harvesting on ±**182 total** acres, in **Section 16, Township 4 North, Range 9 East, Smith 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, Raleigh, Mississippi (telephone number 601-670-0939)**. The right to reject any and all bids is reserved. The **Smith County School District** will accept or reject bids at the next regularly scheduled meeting.

The sale is for a pay-as-cut buyer select thinning operations on the following areas:

**Sale area 1** is a ±**102** acre **2nd thin** naturally regenerated Loblolly pine plantation which has been thinned using a row/corridor thinning with some selection in the remaining rows. The stand is approximately **28** years old and was thinned in 2013. At present, the stand has an average merchantable height of **45.6** feet and an average Dbh of **9.2** inches, and has a current Basal area of 118 square feet per acre. Existing corridors will be utilized as haul and skid rows where possible. The timber will be thinned to an average of **75** square feet of basal area per acre. Trees designated for sale are those, **pulpwood and chip-n-saw** size trees not needed to form an average basal area of 75 square feet per acre. Such leave basal area shall consist of evenly distributed trees of sawlog or potential sawlog quality trees.

**Sale area 2** is a ±**80** acre **1st thin** Loblolly pine plantation which includes row/corridor thinning as specified in the "Forest Products Sale Contract". The areas were hand planted. The stands are **17** years old, have an average **merchantable** height of **32.7** feet and an average Dbh of **8.6** inches. At present the average basal area is **145.4** square feet per acre. Corridors **15** feet wide will be harvested and utilized as haul and skid rows. The width between corridors will be **35** feet. The timber will be thinned to an average of **75** 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 75 square feet per acre. Such leave basal area shall consist of evenly distributed trees of sawlog or potential sawlog quality trees.

Bids will be on a per ton basis for the following products**: pine pulpwood, pine chip-n-saw, pine sawtimber, and hardwood pulpwood** *(See Article I of the Forest Products Sale Contract).* If additional forest products are identified for merchandising after the contract has been signed, the contract will be amended to document the product and price per ton agreed to by the Seller and the Buyer. Amendment will require signature of both parties.

The property is located in the northeastern portion of Smith County northeast of Pineville and southwest of Marathon Lake, east of Highway 501, and is mostly surrounded by US Forest Service Property. Access to the sale area is from USFS 520-c and then enters the section in the NW corner, and also in the SW corner of the section, then running along the south line. This road may require some improvements prior to harvesting activity beginning. The terrain is gently rolling, and the soils are a clay loam, and get rather wet in wetter months. The designated timber sale area is marked by **PINK timber harvest flagging and PINK paint**. The section boundary lines will be marked with **ORANGE** paint. Boundary line trees are not to be cut.

**See attached maps.**

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 (gross) volume cut from the tract. Buyer will furnish the Seller or Seller's Agent a copy of each load ticket as proof of purchase. The Seller will accept the vendor remittance summary in lieu of the actual mill tickets. The buyer will be required to complete the Load Report for each load as soon as the load is delivered to the mill. *(See Article I paragraph five (5) in the Forest Products Sale Contract).*

The contract will be awarded to the highest 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: **Smith County School District**

IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED AND MAILED TO:

**Mississippi Forestry Commission**
**Vickie Anderson**
**3139 Highway 468 West**
**Pearl, MS 39208**

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 referencetracts; 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 in the Forest Products Sale Contract).*

The buyer will deposit with the **Smith County School District** a **$5,000** 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 **Smith County School District** 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 can be granted due to unforeseen circumstances, i.e. inclement weather *(See Article V paragraph two (2) of the Forest Products SaleContract).*

Harvesting activities may be monitored by the use of surveillance cameras and/or the use of *MFC* aircraft or any other means to ensure Contract compliance deemed necessary by the Seller's Agent. *(See GeneralTerms 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 **Smith County School District, PO Box 308, Raleigh, MS 39153**. The envelope should be clearly marked to indicate that it contains a bid fortimber.

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 Raleigh, MS** to answer questions. Office hours are 8:00 a.m. – 5:00 p.m. weekdays; telephone number **601-670-0939**.

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 December 8, 2020 at 10:00 in an envelope addressed as follows:

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Return Address

**Smith County School District**
**212 Sylvarena Avenue, Suite C**
**P. O. Box 308**
**Raleigh, MS 39153**

Timber Sale Bid
**Section 16, Township 4N, Range 9E**
To be opened**: December 8, 2020 at 10:00 am**

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**Bid for Advertised Timber**

Name: _____
School: Smith County School District
Address: P. O. Box 308
Raleigh, MS 39153

Opened: _____
BY: _____
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, $_____ per ton for pine sawtimber, and $_____ per ton for hardwood pulpwood, on a pay-as-cut basis for the advertised timber designated for harvesting on ±1**82 total** acres in **Section 16, Township 4 North, Range 9 East, Smith** County, Mississippi.

If declared the successful bidder, _____ (I or we), 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** 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 **Smith 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 **Smith County School District** reserves the right to consider the bid received null and void and seek additional bids for the above-mentioned timber.

Sincerely,

_____
Signature of Bidder

_____
Printed Name of Bidder

_____
Company Name

_____
Printed Company Name

_____
Full Address

_____
City, State Zip code

_____
Telephone number

_____
Date

| Prepared by: | Return to: |
|---|---|
| Name: Mississippi Forestry Commission | Name: _____ |
| Address: 3139 Highway 468 West | Address: _____ |
| Town-Zip: Pearl, MS 39208 | Town-Zip: _____ |
| Phone: 601-218-0309 | Phone: _____ |

**FOREST PRODUCTS SALE CONTRACT**

This contract made and entered into on this day by and between the **Smith County School District**, 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, $_____ per ton for pine sawtimber, 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 **±182 total** acres in **Section 16, Township 4 North, Range 9 East, Smith 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 (gross) 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. The Seller or Seller's Agent will accept the vendor remittance summary in lieu of the actual mill tickets. The buyer will be required to complete the Load Report for each load as soon as the load is delivered to the mill. Payment for Timber harvested during the previous week shall then be computed based upon the Actual (gross) 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**: Smith County School District**

IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED AND MAILED TO:

**Mississippi Forestry Commission**
**Vickie Anderson**
**3139 Highway 468 West**
**Pearl, MS 39208**

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 truckload: 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 operations on the following areas:

**Sale area 1** is a **±102** acre **2nd thin** naturally regenerated Loblolly pine plantation which has been thinned using a row/corridor thinning with some selection in the remaining rows. The stand is approximately **28** years old and was thinned in 2013. At present, the stand has an average merchantable height of **45.6** feet and an average Dbh of **9.2** inches, and has a current Basal area of 118 square feet per acre. Existing corridors will be utilized as haul and skid rows where possible. The timber will be thinned to an average of **75** square feet of basal area per acre. Trees designated for sale are those, **pulpwood and chip-n-saw** size trees not needed to form an average basal area of 75 square feet per acre. Such leave basal area shall consist of evenly distributed trees of sawlog or potential sawlog quality trees.

**Sale area 2** is a **±80** acre **1st thin** Loblolly pine plantation which includes row/corridor thinning as specified in the "Forest Products Sale Contract". The areas were hand planted. The stands are **17** years old, have an average **merchantable** height of **32.7** feet and an average Dbh of **8.6** inches. At present the average basal area is **145.4** square feet per acre. Corridors **15** feet wide will be harvested and utilized as haul and skid rows. The width between corridors will be **35** feet. The timber will be thinned to an average of **75** 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 75 square feet per acre. Such leave basal area shall consist of evenly distributed trees of sawlog or potential sawlog quality trees.

The designated timber sale areas will be marked with **pink Timber Harvest Boundary flagging and pink paint**. The section boundary lines are marked with **orange** paint. Boundary line trees are not to be cut.

See Attached Map

Forest product specifications are listed and described below in the 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 (PCnS) | 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, except 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 **$5,000** 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 or vendor remittance summary 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 termsof 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 that will be deducted from the Performance Bond. The contact forester is: **Jared Bynum** and contact phone number is: **601-670-0939**.

4. 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 offproperties 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.

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 reference tracts of similar harvest operations to be viewed as examples of work completed by theBuyer'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
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 a pay-as-cut thinning of two ages of 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 75 square feet of basal Area per acre. **The basal area range will not be less than 70 square feet and not more than 80 square feet per acre.**
2. The average Dbh gain after harvesting will be a minimum of 1 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 4th row will be thinned. Where plantation rows cannot be distinguished, corridors shall be selected and harvested by the Buyer to facilitate access. 15 feet wide corridors will be removed and be used for the haul and skid rows. The width between corridors will be 35 feet. The timber will be thinned to an average of 75 square feet of basal area per acre. Existing corridors will be utilized where found and possible.
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 70 square feet or below 80 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 **Smith 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** | **$ 30** | **per standard ton** |
| **Hardwood pulpwood** | **$ 20** | **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 the _____ day of _____, 2020, at _____, Mississippi.

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

STATE OF MISSISSIPPI
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ 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 the _____ day of _____ , 2020.

(Seal) _____
Notary Public

My commission expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

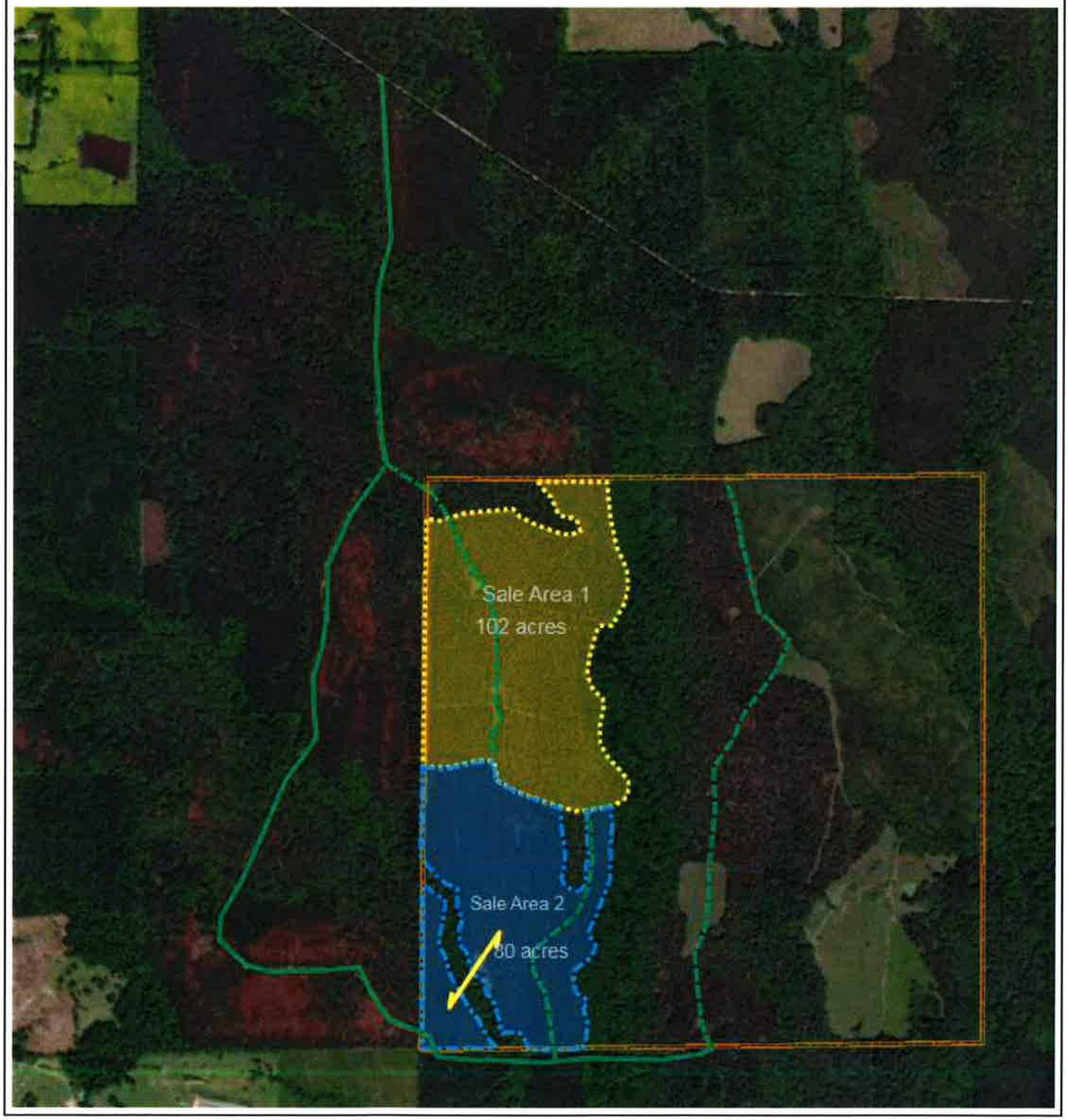
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, _____ of **Smith County School District**, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said School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

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

(Seal) _____
Notary Public

My commission expires: _____

# Smith County Schools - Timber Sale Map
# Sec 16, T4N, R9E - Possible access routes




0.6 0 0.28 0.6 Miles

1: 18,056

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.

# Smith County Schools - Timber Sale Map
# Sec 16, T4N, R9E - 1st and 2nd thinning areas

0.3 0 0.16 0.3 Miles

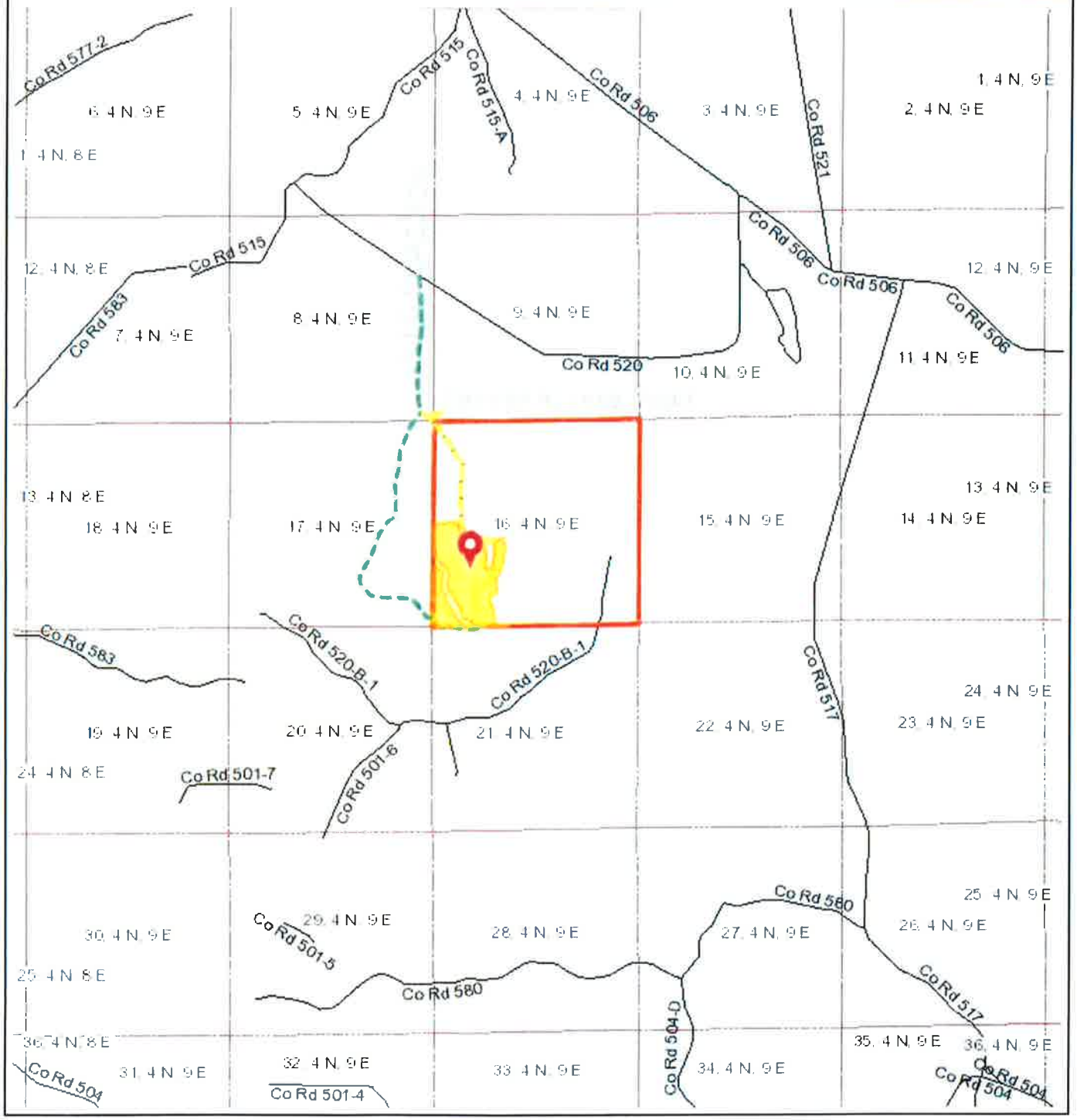
1: 10,000

WGS_1984_Web_Mercator_Auxiliary_Sphere

N

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.

# Smith County Schools - Road Map
## Section 16, Township 4 North, Range 9 East - PAC 1st thinning




1.6 0 0.79 1.6 Miles

1: 50,000

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.

# MISSISSIPPI FORESTRY COMMISSION - LOAD REPORT

| | | | |
|---|---|---|---|
| **Logging Contractor:** | | **County:** | Smith |
| **School Board:** | Smith County School District | **Date:** | **12/8/20 @ 10:00** |
| **Section:** | 16-4N-9E 182 acres | | |

| | DATE | TIME LOADED | TIME DEPARTED | LOADER OPERATOR | SPECIES | | PRODUCT | | | | MILL DELIVERED TO | TICKET NUMBER | DRIVER NAME | TRAILER I.D. | SCALE TICKET NUMBER | NET TONS |
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| **DATE SUBMITTED:** | | **DATE RECONCILED:** | |
| **CONTRACTOR SIGNATURE:** | | **MFC EMPLOYEE:** | |