Forest Products Sale Notice

U.S. Forest Service, Sumter National Forest, Enoree Ranger District, Kings Creek
Newberry County, South Carolina

The South Carolina Department of Natural Resources (SCDNR) will accept sealed, per ton bids for the sale of approximately 7901 tons of pine sawtimber, 4751 tons of pine chip-n-saw, 29891 tons of pine pulpwood, 359 tons of hardwood sawtimber, and 207 tons of hardwood pulpwood to be selectively thinned from approximately 149.5 acres of marked loblolly pine sawtimber stands and 101.6 acres of marked loblolly pine sawtimber/pulpwood stands, and operator-select thinned from approximately 327.8 acres of loblolly pine pulpwood stands. Removals will include all trees designated with a blue paint mark at eye level within the Marked-to-Cut Pine Sawtimber Thins and the Marked-to-Cut PST-PPW Thins. Removals from the Operator Select First Thins will include all trees from every fifth row (or an approximation thereof) and operator-selected smaller and poorly formed trees from side “rows” to achieve an approximate residual basal area of 60 sq. ft. SCDNR does not guarantee these advertised volumes or acreages, and bidders are encouraged to make their own determinations.

The sale areas are part of, and located on the U.S. Forest Service, Sumter National Forest, Enoree Ranger District, in and around the King’s Creek area, situated just south of the intersection of U.S. Hwy 176 and S.C. Hwy 121 in Newberry County, SC (approximately 10 miles north of the City of Newberry, SC). The sale areas lie to the southeast of S.C. Hwy 121, to the southwest of U.S. Hwy 176, and to the northwest of Mt. Bethel Garmany Road (SC-36-44), and different units will be accessed from U.S. Forest Service Roads originating from all three of these. The boundaries of the areas to be thinned are marked with orange paint. The attached sale maps are believed to be reliable and accurate, but are not absolutely guaranteed.

Bids will be accepted until 11:00 a.m. on July 13, 2021 at SCDNR Headquarters, 1000 Assembly Street, Columbia, SC – Room 202, at which time the bids will be publicly opened. Bids may be delivered to the opening; mailed to Gary Burger, Statewide Forester, P.O. Box 167, Columbia, SC 29202; or e-mailed to burgerg@dnr.sc.gov. All bids should be signed by the bidder and clearly marked “Kings Creek - USFS 2021 Timber Sale”. NO VERBAL or FAX BIDS will be ACCEPTED. Mailed bids must be received by 4:00 p.m. on July 12, 2021. SCDNR reserves the right to reject any or all bids.

The successful bidder will have 12 months to remove the timber and a $10,000 performance bond in the form of a cashier’s check or company check will be required within 10 days of notification of award. The performance bond will be held by SCDNR in a non-interest bearing account until satisfactory completion of the harvesting operation. Payments for timber removed, mill tickets, and settlement accountings will be mailed to SCDNR Headquarters in Columbia or delivered to Gary Burger on a weekly basis.
A pre-harvest conference between the successful bidder and SCDNR will be held prior to the commencement of harvest, and BMP compliance will be required. SCDNR advises bidders of their interest in protecting the plants, wildlife, educational, cultural, and aesthetic values that exist on the tract. All logging decks, equipment, felled trees, and debris will be confined to the sale area. Damage to adjoining areas and/or excessive damage to residual trees may incur assessment of damages to the buyer. No logging will be allowed when the ground is subject to rutting, but wet weather extensions may be granted for extensive delays. Existing internal roads will be utilized but must be left free of logging debris and in good condition. The return of the performance bond will be contingent on SCDNR’s inspection of these conditions.

In addition to the Sale Area Maps, a Sample Timber Sale Contract is also attached to this Sale Notice. Bidders are advised to review this Sample Contract, including all Exhibits for more details, as there are Additional Site-Specific Special Conditions that pertain to this sale.

For further information contact Gary Burger at (803) 429-3900 or at the e-mail address above.
AS PROVIDED HEREIN, THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.

STATE OF SOUTH CAROLINA ) TIMBER SALE AGREEMENT
COUNTY OF NEWBERRY ) Enoree Ranger District
                      ) Sumter National Forest
                      ) May 2021

Seller: SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
        P.O. Box 167
        Columbia, SC 29202

Purchaser: ______________________  ______________________  ______________________

THIS AGREEMENT, made and entered into this ___ day of ________________ by and between
the above Seller and Purchaser. For the purposes of this Agreement, the Purchaser is further defined as
both the Purchaser itself and its designated logger(s).

The Seller may, subject to the provisions of S.C. Code Title 50 Chapter 3 Article 5, contract for the
harvest of timber on any lands held by the Seller. This sale is made under the authority of the
Agricultural Act of 2014, Pub. L. 113-79, section 8206, (Good Neighbor Authority and the Watershed
Restoration and Enhancement Act of 1998 (Wyden), Public Law 105-277 as amended, 16 USC 1011a)
and specified under the provisions of Master Good Neighbor Agreement #19-GN-11081209-003 between
the South Carolina Department of Natural Resources and the USDA Forest Service, Francis Marion and
Sumter National Forests. The Seller has coordinated with the State Forester and no objection to this sale
has been made by the State Forester.

ARTICLE I: The Seller agrees to sell and the Purchaser agrees to buy upon the terms and conditions
and for the consideration hereinafter specified, all of the:

1) DESIGNATED TIMBER YIELDED FROM A MARKED-TO-CUT THINNING OF
   APPROXIMATELY 149.5 ACRES OF LOBLOLLY PINE SAWTIMBER

2) DESIGNATED TIMBER YIELDED FROM A MARKED-TO-CUT THINNING OF
   APPROXIMATELY 101.6 ACRES OF LOBLOLLY PINE SAWTIMBER and PULPWOOD

3) DESIGNATED TIMBER YIELDED FROM AN OPERATOR-SELECT THINNING OF
   APPROXIMATELY 327.8 ACRES OF LOBLOLLY PINE PULPWOOD

…as shown on the Sale Area Map(s) which is/are attached as EXHIBIT A and incorporated herein by
this reference. The Seller does not guarantee the approximate acres stated above, and the Purchaser is
encouraged to make their own determination.

The forest products offered for sale under this Agreement, as described above and depicted on the Sale
Area Map(s), are located on USDA Forest Service land named above and more completely and
specifically described in EXHIBIT B which is attached and incorporated herein by this reference (herein
“Property”).

SCDNR Timber Sale Agreement
Enoree Ranger District, Sumter NF - 1 - July 2021
Kings Creek Timber Sale 2021

Enoree Ranger District
Sumter National Forest
9/22/2019 Vivid-Maxar Imagery

- Restored Gullies
- Forest Service Boundary
- Main Roads
- Forest Service Roads
- Marked Pine Sawtimber Thins - 149.5 ac.
- Marked PST-PPW Thins - 101.6 ac.
- Operator Select First Thins - 327.8 ac.
ARTICLE II: Prices to be paid by Purchaser to Seller for forest products harvested from this sale are on a per ton (2,000 pounds) basis:

- $xx.xx per ton – Pine sawtimber
- $xx.xx per ton – Pine chip-n-saw
- $xx.xx per ton – Pine pulpwood
- $xx.xx per ton – Hardwood sawtimber (Misc.)
- $xx.xx per ton – Hardwood pulpwood

Payments, settlements, load sheets, and all mill tickets should be mailed or presented weekly to: Gary Burger, Statewide Forester, S.C. Department of Natural Resources, P.O. Box 167, Columbia, SC 29202. Load sheets must satisfy the requirements of S.C. Code § 48-23-97 (1976 as amended). Purchaser shall make all settlements for all forest products cut on a per ton basis to the Seller during the term of the logging.

(a) Harvest Period. The Purchaser shall have a period of Twelve (12) months from the date of this instrument within which to cut and remove the timber and trees, and to exercise the rights, easements, and privileges hereby granted. However, upon the expiration of this period, all rights of the Purchaser shall cease and terminate and any timber or trees or forest products then remaining upon the land will be and will remain the property of the Seller.

(b) Performance Bond. In addition to the payment for the above described forest product removals, a $10,000 performance bond shall be paid in full prior to moving equipment onto the site and beginning any work. The performance bond is to be in the form of a cashier’s check or company check and will be held by the Seller in a non-interest bearing account and returned to the Purchaser upon satisfactory completion of the harvest. The Buyer is to notify Gary Burger, Statewide Forester, S.C. Department of Natural Resources, P.O. Box 167, Columbia, SC 29202, upon completion of harvest and prior to leaving the site, requesting a final evaluation to close out the harvesting operation and return of the performance bond. The performance bond will be returned to the Purchaser upon a satisfactory final evaluation from Seller and receipt of a written release of timber rights from the Purchaser. If Seller fails to make this request within 30 days after the termination of this Agreement, the Seller forfeits the performance bond.

(c) Harvest Conditions. The Purchaser will cut and remove timber with the following conditions:

DESIGNATED TIMBER YIELDED FROM A MARKED-TO-CUT THINNING OF APPROXIMATELY 149.5 ACRES OF LOBLOLLY PINE SAWTIMBER: Thinning removals will include all trees designated for removal by a blue paint mark at eye level. No other trees should be removed except for smaller diameter trees within the sale areas that may be damaged by the removal of designated cut trees, or those specifically marked or designated for removal. Any high-quality mast-producing hardwoods within the sale areas shall be left. Stumps of trees shall be cut no higher than six (6) inches above the average ground level, except for those trees wherein wire, nails, visible defects, or excessive flare necessitate cutting higher than the above stated limit. Trees that are cut shall be utilized in their tops to the lowest possible diameter for commercially salable material. Non-designated merchantable trees, if cut, negligently or unnecessarily damaged or destroyed shall be paid for at a rate of triple the stumpage using a volume estimate by the South Carolina Forestry Commission.

DESIGNATED TIMBER YIELDED FROM A MARKED-TO-CUT THINNING OF APPROXIMATELY 101.6 ACRES OF LOBLOLLY PINE SAWTIMBER and PULPWOOD: Thinning
removals will include all trees designated for removal by a blue paint mark at eye level. No other trees should be removed except for smaller diameter trees within the sale areas that may be damaged by the removal of designated cut trees, or those specifically marked or designated for removal. Any high-quality mast-producing hardwoods within the sale areas shall be left. Stumps of trees shall be cut no higher than six (6) inches above the average ground level, except for those trees wherein wire, nails, visible defects, or excessive flare necessitate cutting higher than the above stated limit. Trees that are cut shall be utilized in their tops to the lowest possible diameter for commercially salable material. Non-designated merchantable trees, if cut, negligently or unnecessarily damaged or destroyed shall be paid for at a rate of triple the stumpage using a volume estimate by the South Carolina Forestry Commission.

**DESIGNATED TIMBER YIELDED FROM AN OPERATOR-SELECT THINNING OF APPROXIMATELY 327.8 ACRES OF LOBLOLLY PINE PULPWOOD:** Thinning removals will include all trees from every fifth row of timber (or an approximation thereof) and operator-selected smaller and poorly formed trees from remaining side rows. The logger should select for removal of intermediate, suppressed, smaller diameter, leaning, crooked, forked, diseased, or otherwise poorly formed trees and should attempt to leave as many larger diameter, straight, dominant & co-dominant trees as possible while maintaining the desired basal area (60-70 sq. ft.). Any high-quality mast-producing hardwoods within the sale areas shall be left. Stumps of trees shall be cut no higher than six (6) inches above the average ground level, except for those trees wherein wire, nails, visible defects, or excessive flare necessitate cutting higher than the above stated limit. Trees that are cut shall be utilized in their tops to the lowest possible diameter for commercially salable material. Non-designated merchantable trees, if cut, negligently or unnecessarily damaged or destroyed shall be paid for at a rate of triple the stumpage using a volume estimate by the South Carolina Forestry Commission.

(d) **Non-designated Merchantable Trees.** If non-designated merchantable trees are negligently cut or unnecessarily damaged or destroyed, Purchaser shall pay the Seller for the cut, damaged, or destroyed timber at a rate of triple the stumpage using a volume estimate by the South Carolina Forestry Commission.

(e) **Seller Approval of Logger.** The Purchaser will employ a logger that is mutually acceptable to both the Seller and the Purchaser. If the Seller objects to a proposed logger, the Purchaser may not assign any rights under this Agreement to that logger.

(f) **Pre-harvest Conference.** A pre-harvest conference between the Purchaser, its designated Logger(s), and the Seller’s Sale Administrator(s) will be held prior to commencement of harvest. All roads and log deck / loading sites shall be approved by the Seller prior to construction. Purchaser shall use existing log deck / loading sites and haul roads to the extent feasible.

(g) **Equipment and Log Deck / Loading Site Conditions.** The Purchaser will use a feller-buncher for the purposes of felling during the logging on this tract. High piling of limbs and debris at designated loading decks will not be allowed. All loading deck slash and debris, including but not limited to: tree-tops, limbs, butt-cuts, and other debris and by-product piles that cannot be merchandised, shall either be spread in a low pile at the deck site and/or spread back into the sale area. The Purchaser will not receive its performance bond if piled debris is left at the log decks / loading sites. **As an alternative means of disposal, this slash and debris may be mulched/ground/dirty-chipped/fuel-chipped and removed from the Property. Payment rate to the Seller from the Purchaser for a forest product would be negotiated should the Seller choose this method of disposal.**

(h) **Duty to Protect and Restore.** Purchaser shall protect all improvements on the sale area and the Property from damage. These include but are not limited to buildings, fences, gates, signs, pond
dams, power lines, gas lines, roads, culverts, bridges, permanent firebreaks, fields, and areas designated as sensitive areas. The Purchaser agrees to repair at their own expense, any damage to improvements caused by their operations.

(i) Road Conditions. The Purchaser agrees to immediately remove logging debris from existing roads, fields, fire lines, right-of-ways, and ditches and to leave all existing roads in as good a condition as found. If, in the judgment of the Seller, roads are in a poorer condition at the completion of logging and hauling operations as a result of said operations, than said roads were at the beginning of the operation, then, and in that event, said roads shall be graded by the Purchaser with equipment (motor grader or dozer) approved by Seller. Judgment of the quality of said road grading shall also be the responsibility of the Seller.

(j) Wet Conditions. All logging operations shall be temporarily suspended immediately when the ground is subject to rutting. The Seller may temporarily suspend logging due to wet weather and, in the Seller’s discretion, extend the term of this Agreement for a period equal to the amount of time of said temporary suspension by Seller.

(k) Compliance with Laws. Purchaser agrees that it shall comply with all applicable federal, state, and local laws and that all logging, harvest operations, and removal of trees and timber shall be in accordance with South Carolina’s Best Management Practices for Forestry.

(l) Protection of Boundary Markers. The Purchaser will protect all boundary lines and boundary line markers and will not cut any line or witness to the line trees.

(m) Fire Control. The Purchaser assumes responsibility for the suppression and damage resulting from all fires caused by Purchaser and its agents or employees. Purchaser shall exercise due care consistent with reducing wildfire threat associated with timber removal, shall immediately report any wildfires to the South Carolina Forestry Commission and the Seller, and shall attempt to control any fires.

(n) Loss or Damage of Purchaser’s Property. The Seller shall not be liable for any damage or loss that might be incurred to property or equipment of the Purchaser in use on the Property, stored on the Property by the Purchaser, or which is lost or damaged in any way connected to the harvesting, transportation, or removal of the trees sold to the Purchaser.

(o) Indemnification of Seller and Liability Insurance. The Purchaser shall indemnify and save harmless the Seller from and against all claims, suits, actions, damages, liability, expenses (including attorneys’ fees and costs), liens or judgments, and/or causes of action arising as a result of any acts or omissions of Purchaser or its agents, for any personal injury, loss of life, and /or damage to property sustained by reason or as a result of the Purchaser's activities pursuant to this Agreement or presence upon the Property, and from and against any orders, judgments, attorney's fees, expenses, and liabilities incurred in and about the defense of any such claim and investigation thereof. Such indemnification and saving harmless includes, but is not limited to power lines, telephone lines, personal property, real property, fire, smoke, environmental contamination, roads, and highways. During the term of this Agreement, the Purchaser shall carry general liability insurance on an occurrence form and limits shall not be less than $1,000,000 per occurrence. The Purchaser will provide proof of this insurance at the signing of this Agreement and at such other times as the Seller may request.

(p) Hazardous Materials and Contamination. The Purchaser shall not allow the release of any hazardous materials or contamination upon the Property. The Purchaser shall indemnify, defend, and hold Seller harmless from any and all liability, claims, costs, fines, fees, actions, or sanctions asserted by
or on behalf of any person or governmental authority arising from or in connection with Purchaser’s use or misuse, handling or mishandling, storage, spillage, discharge, seepage into bodies of water or the groundwater supply, or release into the atmosphere of any hazardous material, pollutants, and contaminants. In the event Purchaser learns of the discharge upon the Property of any hazardous material, pollutant, or contaminant, Purchaser shall immediately undertake to contain, remove, and abate the discharge and notify the Seller of the incident. Failure of Purchaser to comply with these provisions shall constitute a default.

(q) **Removal of Waste.** The Purchaser agrees to remove all debris and litter, including buckets, cans, bottles, papers, and other garbage resulting from the harvesting operation.

(r) **Access to Timber Sale Area.** Subject to the terms of this Agreement, the Purchaser and its agents shall have reasonable access on and across the Property for the purpose of carrying out the terms of this Agreement; to enter upon the same, to cut, haul, saw and store the said timber and trees thereon and to remove the same therefrom, to make and install log decks / loading sites, to use all necessary machinery and equipment, and to use and undertake such other activities as are necessary, customary and proper in cutting and sawing timber and trees and removing the same from the land. All machinery and equipment used by the Purchaser shall only be stored during this Agreement within the Timber Sale Area and shall be removed from the Property within ten (10) days of the expiration of this Agreement. The access provided pursuant to the Agreement is merely a temporary non-exclusive license over, across, and upon lands of the Seller and it is limited to the duration and conditions stated in this Agreement.

(s) **Supervision of Operations.** At least one responsible person on the logging crew must be a graduate of the South Carolina Timber Operations Professional Program, or equivalent program such as NC ProLogger or GA Master Timber Harvester. The Purchaser’s activities under this Agreement shall be subject to observation by the Seller. Monitoring of the Purchaser shall be a discretionary action for the Seller and Seller assumes no liability for the Purchaser’s acts or omissions.

(t) **Recovery of Cut Trees.** Purchaser shall ensure all lodged trees are freed and removed the same day as lodging occurs. Additionally, Purchaser shall ensure that all trees that are severed from the stump are skidded to the log deck / loading site and removed from the Property.

(u) **Site-Specific Special Conditions.** Any further site-specific special conditions are set forth in Exhibit C, which is attached and incorporated by reference if applicable.

1. Unless stated otherwise in Exhibit C, Seller is not aware of any known federally or state designated endangered, threatened, or rare species within or in close proximity to the Sale Area. In the event the Purchaser or his agent discover any such species not known to and/or designated by the Seller, the Purchaser shall immediately halt harvesting operations and notify the Seller.

2. Unless stated otherwise in Exhibit C, Seller is not aware of any known historic, archaeological, or otherwise culturally sensitive sites exist within the boundaries of the Sale Area. In the event the Purchaser or his agent discover any such sites not known to and/or designated by the Seller, the Purchaser shall immediately halt harvesting operations and notify the Seller.

**ARTICLE III:** In the event of a breach of this Agreement by Purchaser, the Seller may provide written notice of the breach to the Purchaser and the parties will diligently work in good faith to resolve the situation. Unless an emergency exists as may be asserted by Seller in the notice, the Purchaser shall have five (5) business days after receipt of such notice to undertake actions that are reasonably calculated to swiftly correct the conditions constituting the breach. If the Purchaser fails to take such corrective action
within five (5) business days or fails to complete the necessary corrective action, the Seller may elevate
the dispute for resolution by arbitration as provided below or, if an emergency exists, seek such remedies
as may be available under federal or state law to address the emergency.

To the extent permitted by law but subject to the above remedies and the reservations detailed below, this
Agreement is subject to arbitration under the South Carolina Uniform Arbitration Act, S.C. Code Ann. §
15-48-10, et seq. (1976, as amended) as further conditioned below. Specifically, the Seller, as an agency
of the State of South Carolina, reserves its status as a sovereign with respect to federal and state law and
the application of the S.C. Tort Claims Act, the S.C. Procurement Code, and the limitations of the State
budget / non-appropriation.

In case of an unresolved dispute arising under this Agreement, the parties will submit the controversy to
arbitration as follows. There shall be three (3) arbitrators with one chosen by the party making the
demand for the arbitration, one chosen by the party against whom the demand is made, and a third being
chosen by the two arbitrators chosen by the parties.

1. The arbitration panel will convene and meet at SCDNR Headquarters in Columbia, S.C.;
2. The powers of the arbitrators may be exercised by a majority;
3. The arbitration panel will render a decision/award within thirty (30) days of the closing of
testimony.

**ARTICLE IV:** This Agreement shall terminate upon:

(a) the completion of all allowable actions of Purchaser and satisfactory performance of any
    outstanding obligations;
(b) the expiration of the harvest period, inclusive of any extension(s), or
(c) if Purchaser materially breaches its obligations under this Agreement and such breach is not cured
    within five (5) days after delivery of Seller’s written notice or such longer time as the Seller may
    specify in the notice.

A party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair
any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All
waivers must be in writing signed by an authorized representative of the party to be bound.

In the event this Agreement is terminated for any reason, all protective provisions in the
Agreement or under common law including but not limited to liability, hold harmless, removal of logging
debris, etc. shall survive termination and Purchaser shall be responsible therefore.

**ARTICLE V:** This written agreement expresses the entire agreement between the parties and shall be
binding upon them and their successors and assigns, and there are no representations or warranties from
either party to the other except those herein expressed.

IN WITNESS THEREOF, the parties have hereunder set hand and affixed seal this the day and year
written above.

**Purchaser:**

________________________________________________________

**Witness:**

________________________________________________________

(Signature)

SCDNR Timber Sale Agreement
Enoree Ranger District, Sumter NF

- 6 -

July 2021
By: _____________________________
(Signature of authorized representative)

_________________________________
(Printed Name)

_________________________________
(Printed Name)

_________________________________
(Title)

**Seller:**

South Carolina Department of Natural Resources

By: _____________________________
(Robert H. Boyles, Jr., Director)

**Witness:**

_________________________________
(Signature)

_________________________________
(Printed Name)
Exhibit B
(Description of Real Property Subject to Timber Sale Agreement)

STATE OF SOUTH CAROLINA  }  Enoree Ranger District
)  Sumter National Forest
COUNTY OF NEWBERRY  }

The sale areas are part of, and located on USDA Forest Service, Sumter National Forest, Enoree Ranger District lands in the King’s Creek area, situated approximately 5 miles northeast of the city of Newberry and approximately 9 miles southeast of the town of Whitmire, SC between SC Highway 121, US Highway 176, and Mt Bethel Garmany Road (S-36-44) in Newberry County, SC. The sale areas in Compartment 157 will be accessed from Forest Service Road 382 (Epps Road) off of Mt Bethel Garmany Road (S-36-44). The sale areas in Compartment 158 will be accessed from Forest Service Road 497 (Nancy Road) off of Mt Bethel Garmany Road (S-36-44) and from Forest Service Road 383 (Holms Road) off of US Highway 176. The sale areas in Compartment 159 will be accessed from Forest Service Road 383 (Holms Road) off of US Highway 176 and from Forest Service Road E159-4 off of SC Highway 121. The attached Sale Area Map(s) (EXHIBIT A) are believed to be reliable and accurate, but are not absolutely guaranteed. The boundaries of the sale area(s) are delineated by orange paint marks, and the boundaries of the Property are well-marked on the ground with orange paint and Seller’s Wildlife Management Area signs.
Exhibit C
(Additional Site-Specific Special Conditions)

1. Federally or state designated endangered, threatened, or rare species within or in close proximity to the Sale Area:

   N/A

2. Historic, archaeological, or otherwise culturally sensitive sites within or in close proximity to the Sale Area:

   The Seller makes known that a historic, archaeological, or otherwise culturally sensitive site exists within the boundaries of the sale area. This site is an old cemetery located within Compartment 159, Stand 7. The boundaries of this site are marked on the ground with 3 orange paint marks. This site will be visited during the pre-harvest site visit to assure that the Purchaser and Purchaser’s Agent (logger) are aware of its location. **No trees are designated for removal within this site, and there should be no entry into or disturbance within this boundary for any reason.**

   The Seller also makes known that other historic, archaeological, or otherwise culturally sensitive sites exist just outside of or adjacent to the boundaries of these sale areas. Prior to harvesting, the Purchaser will be provided maps with the locations of these sites, and these sites will also be visited during the pre-harvest site visit to assure that the Purchaser and Purchaser’s Agent (logger) are aware of their locations. **There should be no entry or disturbance to these sites for any reason.**

3. Restored gullies within or in close proximity to the Sale Area:

   The Seller makes known that several areas of restored gullies exist within the boundaries of the sale area. Specifically, in Compartment 157, Stands 5 and 9, and in Compartment 158, Stand 5. Prior to harvesting, the Purchaser will be provided maps with the locations of these sites, and these sites will also be visited during the pre-harvest site visit to assure that the Purchaser and Purchaser’s Agent (logger) are aware of their locations. **All timber will be skidded on the contour of restored gullies to reduce impacts to the terrace(s) and to avoid concentrating water on exposed soils.**

4. Non-native invasive species:

   All equipment will be subject to cleaning prior to moving onto the Property to ensure to prevent the introduction and spread of any non-native invasive plant species. Equipment will be subject to inspection by the Seller’s Sale Administrator(s) prior to any harvesting activity.

5. Timber Title Passage:

   All right, title, and interest in and to any Included Timber shall remain in Forest Service until it has been cut, Scaled, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. For purposes of this Subsection, timber cut under cash deposit or payment guarantee shall be considered to have been paid for. Title to any Included Timber that has been cut, Scaled, and paid for, but not removed from Sale Area or other

SCDNR Timber Sale Agreement
Enoree Ranger District, Sumter NF - 13 - July 2021
authorized cutting area by Purchaser on or prior to Termination Date, shall remain in Forest Service.

6. Certification of Compliance with Export Restrictions:

   Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.), the Purchaser acknowledges that the Purchaser is aware of the applicable export restrictions. The Purchaser is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber. The Purchaser certifies, by signing this bid form, that the Purchaser is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

7. Contract Cancellation:

   This contract may be suspended or cancelled if the US Forest Service is required to interrupt or cancel operations due to a court order or to comply with NEPA or other legal sanction.

8. Non-discrimination in Employment:

   Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

9. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

   Subject to the penalties prescribed in 18 USC 1001, Purchaser certifies, by signing this contract, that to the best of Purchaser’s knowledge that the following representations are accurate and complete.

   a. That the Purchaser, its principals, and any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency.

   b. That the Purchaser, its principals, and any subcontractor(s) have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   c. That the Purchaser and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

   d. That the Purchaser and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.
A Purchaser that cannot certify this block, in whole or in part, shall submit an explanation prior to the finalization of this contract.

10. Federal Felony Convictions and Tax Liability:

The Purchaser certifies, by signing this contract, that the Purchaser, its principals, and any subcontractor(s) have not been convicted of a felony criminal violation under any Federal law within the preceding 24 months and/or have any unpaid Federal tax liability.
Kings Creek Timber Sale 2021

Enoree Ranger District
Sumter National Forest
Compartment 157
9/22/2019 Vivid-Maxar Imagery

- Restored Gullies
- Forest Service Boundary
- Main Roads
- Forest Service Roads
- Marked Pine Sawtimber Thins - 149.5 ac.
- Marked PST-PPW Thins - 101.6 ac.
- Operator Select First Thins - 327.8 ac.
Enoree Ranger District
Sumter National Forest
Compartment 159
9/22/2019 Vivid-Maxar Imagery

- Restored Gullies
- Forest Service Boundary
- Main Roads
- Forest Service Roads
- Marked Pine Sawtimber Thins - 149.5 ac.
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- Operator Select First Thins - 327.8 ac.
Kings Creek Timber Sale 2021

Enoree Ranger District
Sumter National Forest
Compartment 158
9/22/2019 Vivid-Maxar Imagery

- **Restored Gullies**
- Forest Service Boundary
- Main Roads
- Forest Service Roads
- Marked Pine Sawtimber Thins - 149.5 ac.
- Marked PST-PPW Thins - 101.6 ac.
- Operator Select First Thins - 327.8 ac.