

TIMBER SALE CONTRACT

This Contract is made by and between the Oklahoma Department of Wildlife Conservation, an agency of the State of Oklahoma ["Seller"], with a mailing address of P.O.Box 53465, Oklahoma City, OK 73152; and _____, a [individual, corporation or partnership] ["Purchaser"], with a mailing address of - - - - -.

WITNESSETH:

WHEREAS, pursuant to Seller's invitation to bid, Purchaser was the successful bidder and desires to Purchase from Seller, subject to and in accordance with the terms and conditions set forth herein, the timber and forest products specified below, located on a certain tract of land owned by Seller located in Delaware County, State of Oklahoma, consisting of approximately 1,154 acres, more or less, as more particularly described below ["Property"] and as designated on the map of the Property attached hereto and made apart hereof as Exhibit "A".

General Description of the Property: [Tract 1] - Portions of Section 22 of T22N, R22E. The boundary is Reno Road, Boundary fence, County Road 530, and Hqs entrance road. [Tract 2]- Portions of Section 21, 28 of T22N, R22E. The boundary is Groundhog Hollow Road, Tower Walk-In Trail, County Road 530, Frankie Lane Walk-In trail and Dry Pond Walk-In Trail. [Tract 3]- Portions of Section 17, 18, 19, 20 of T22N, R22E. The boundary is Tower Road, Bill Smith Walk-In Trail, and Groundhog Hollow Road. [Tract 4]- Portions of 16, 17, 18 of T22N, R22E. The boundary is Tower Road, Pine Tree Walk-In Trail, Iron Gate Walk-In Trail, and Boundary Fence. [Tract 4] Unit #1 boundary is Pine Tree Walk-In Trail, Tower Road, Spring Valley Ranch Road, and Boundary fence. Unit #2 boundary is Spring Valley Ranch Road, Tower Road, Copperhead Walk-In Trail, and Boundary fence. Unit #3 boundary is Copperhead Walk-In Trail, Iron Gate Walk-In Trail, and Boundary fence.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

I. Timber Sale and Payment Conditions:

1. The timber was bid and is hereby purchased by Purchaser and sold by Seller at \$____/ton for pine saw timber that is 18" - 20" DBH and above on the Property [See specific unit# to see what size of timber to be cut]. Pine stems that are greater than or equal to 12" diameter at the butt, measured inside the bark, that will cut at least 16' long to a 6" top or end grade. Quality and grade may be determined by the mill. Purchaser shall purchase forest products at the rate per ton set forth below.

\$_____/ton for pine pulp/fiber timber that is 18" DBH above and 6" DBH below, 20" DBH above and 6" below on the property to be cut [See specific unit# to see what size of timber to be cut]. Pine stems that are less than 12" diameter at the butt, measured inside

the bark, that will cut at least 16' long to a 3" top or end grade and/or are not suitable for saw timber according to current market.

\$_____/ton for hardwood saw timber that is 18" DBH above and, also at 20" DBH above on the property. Hardwood stems that will cut at least 16' long to a 6" top or end grade. See specific unit# to see what size to be cut. Species of hardwood to be cut is (Oak, Hickory, Walnut, Elm, Ash, Hackberry].

\$_____/ton for hardwood pulp/fiber timber that is 18" DBH above and, also at 20" DBH above on the Property. Hardwood stems that will cut at least 16' long to a 3" top or end grade. See specific unit# to see what size of timber to be cut. Species of hardwood to be cut is (Oak, Hickory, Walnut, Elm, Ash, Hackberry].

2. Purchaser shall make payment to Seller sent to the mailing address of its Area Biologist, currently c/o Oklahoma Department of Wildlife Conservation, Attention: Russell Perry, 9097 N. 34th St. W Porter, Oklahoma 74454-2743, on a weekly basis no later than the Monday following the prior week, at the aforementioned rates per ton for the timber and forest products. In addition, Purchaser shall furnish Seller with a revenue report in an Excel spreadsheet format per instructions from Seller's Area Biologist, along with a copy of all weight tickets which are from certified scales attached to a product ticket furnished by Seller for each load. In the event Purchaser fails to make payment within five [5] days of the payment due date, Purchaser shall pay a late payment charge of five percent [5%] of the amount past due. For each calendar month or fraction thereof that the amount remains unpaid, Purchaser shall pay Seller interest at the rate of five percent [5%] per annum until paid in full. In the event Purchaser attempts to pay Seller by check, draft or any similar instrument and the instrument is returned or refused by the bank or other financial institution as insufficient or non-negotiable for any reason, Purchaser shall be assessed and must pay to Seller, per each returned instrument, Purchaser's current returned instrument fee. If the required amount owed by Purchaser has not been paid as required herein, Purchaser shall pay all of Seller's costs and expenses of collection, including reasonable attorney fees, regardless of whether suit is filed.
3. The bid requirements as stated on the Invitation to Bid are hereby incorporated into this Contract by reference and in the event of any conflict between such requirements and this Contract, this Contract shall control.
4. Purchaser shall furnish Seller with the following written documentation in connection with this Contract, all from bona fide insurance carriers authorized to do business in Oklahoma:
 - a. Workman's Compensation Insurance;
 - b. Liability insurance verification with a minimum policy limit of \$1,000,000.00 per occurrence; and
 - c. Performance bond in the amount of \$50,000.00, in a form acceptable to Seller to

assure full, complete and timely performance of this Contract by Purchaser.

5. Purchaser shall cut and remove all timber during daylight hours only when designated herein from the Property, as much as is practical due to steep terrain, within the prescribed period of **January 5th through March 31st and August 1st through September 30th of years 2026, 2027 and 2028**. If not earlier terminated, this Contract shall terminate on **September 30th, 2028**. Timber cutting and removal shall be conducted by Purchaser in the manner described herein.

In tract **1,2,3,** of the Property, Purchaser shall conduct a general thinning of trees to approximately 18-inch DBH greater and 6-inch DBH under on the following basis: The spatial arrangement to be 25 feet X 25 feet where practical leaving a mix of hardwood and pine. Leave the better-quality mast producing hardwoods ranging in sizes of 6-inch to 18-inch DBH and leave the better-quality Shortleaf Pine in the 6-inch to 18-inch DBH size class with the best confirmation and best crowns. In tract **1**, remove all trees [stems] along the perimeter [one chain width] of the two powerlines going through the unit.

In tract **4** of the Property, Purchaser shall conduct a general thinning of trees to approximately 20-inch DBH greater and 6-inch DBH under on the following basis: The spatial arrangement to be 25 feet X 25 feet where practical leaving a mix of hardwood and pine. Leave the better-quality mast producing hardwoods ranging in sizes 6-inch to 20-inch DBH size with the best confirmation and best crowns. In tract **4** of the Property, it is broken into 3 harvest units. The purchaser must finish them in order 1 to 3.

Remove all Eastern Red Cedar within the tracts. Prevent any damage to the remaining trees within the tract. Leave one den tree per acre if they exist and remove the dead snags if there is a market for them, otherwise leave one dead snag per acre within the tract if they exist. Leave a buffer zone of two chains width from the stream banks on primary streams and a buffer zone of one chain width on each side of the secondary drainages. All trees harvested will be de-limbed and the limbs and/or slash will be placed along the one chain wide strip along the boundaries and in the hollows designated by ODWC personnel which make up the perimeter of each tract or designated decking areas. All tops will be de-limbed so the slash can be stacked tightly such that the prescribed burning regime will expedite the release of these nutrients back into the soil. Remove all trees [stems] along the perimeter [one chain width] that make up the boundary of the tract, except where the buffer zones occur.

6. The performance bond in the Seller's favor shall be retained by the Seller to assure full and complete performance of this Contract by the Purchaser to the Seller's satisfaction. Failure to main the bond shall be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination that a condition or term of this Contract has been breached by Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the

Contract. Payment of any damages assessed under this Contract is the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.

Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. The Performance Bond shall remain in force until the Purchaser provides written notice of completion of this Contract to the Seller and receives written acknowledgment from the Seller that such performance has been completed as required under this Contract.

7. If Purchaser fails to make the repairs as required in Section II, paragraph 3 hereof, damages shall be paid by Purchaser as assessed by Seller based upon actual cost of restoration of roads, fences, signs, gates, structures and other area improvements damaged by Purchaser. Funds to cover the cost of restoration of damage will be withheld from performance bond if Purchaser fails to comply with said restoration.
- B. Stumpage cut or damaged outside of designated tracts may at Seller's sole discretion void this Contract and result in a forfeiture of the performance bond. Failure to properly and timely cut and remove all timber described herein may also void this Contract and cause forfeiture the performance bond.
9. Purchaser shall cut and remove timber during daylight hours only during the following period of time each year of this Contract: **January 5th through March 31 and August 1st through September 30th.**
10. Purchaser shall cease all timber harvesting operations when requested by the Area Biologist or Technician due to inclement weather or other adverse factors determined by Seller. Upon written request an extension of the completion date of this Contract may be granted in writing by the Seller for any lost time due to the above reasons on a day per day basis.
11. Purchaser shall designate a local representative to act on Purchaser's behalf on matters concerning this Contract, including damages and suspension of timber operations.
12. All employees involved in the logging operations must be BMP certified and all Best Management Practices implemented.
13. Cleat marks from equipment are acceptable but no rutting from equipment will be permitted, because of the probability of increased soil erosion.

14. Purchaser acknowledges that the Property is located on a Wildlife Management Area maintained and managed by Seller for wildlife conservation and which is generally open to the public for recreation, including hunting and fishing. Therefore, Purchaser shall cooperate with Seller to help minimize any disruption of such management and use by Seller and the public.
15. Purchaser shall comply with any and all applicable laws, rules and regulations pertaining to the commercial logging operation conducted by Purchaser on the Property. Furthermore, Purchaser shall execute a Non-Collusion Affidavit, in a form satisfactory to Seller, if Seller so requires such affidavit.

II. The Purchaser further agrees to strictly abide by the following conditions in cutting and removing the timber:

1. To waive all claim to the above-described trees unless they are cut and removed before expiration of the appropriate 36-month period plus authorized extension days, if any.
2. To use best efforts to prevent and suppress forest fires on or threatening the Property.
3. To repair within thirty (30) days of notification by Seller, all damage caused by logging, to fence, trails, roads, signs, and gates, structures, or other improvements damaged beyond ordinary wear and tear.
4. To provide a skidder [rubber tires or tracks] with push blade [or equivalent] and operator for road maintenance and construction, to prepare firebreaks for burning of logging slash, to push remaining logging slash into tight piles, to clean out lead-off ditches, to prepare decking areas for reseeding, to prepare water bars on all roads, to construct earthen berms for road closures, and to provide fire suppression as instructed by Seller's Area Biologist. To provide a grader and operator to blade all [existing] roads used in logging operation by pulling the ditches, working the road crowns and cleaning of lead-off ditches for adequate drainage during the months of **March** and **September**. To maintain all existing roads used in a good and passable condition for all motor vehicles. To leave all existing roads in usable condition for all motor vehicles when said road is no longer used in logging operation.
5. To remove all trash associated with the logging operation daily and properly dispose of off the Property.
6. To refrain from making log roads leading to cut area down or along the bank of any stream or creek.

7. To inform all persons involved in the logging/cutting operations that no firearms or dogs will be allowed on the Property or Wildlife Management Area, nor shall any person involved in such operation hunt, kill or molest any form of wildlife in any manner.
8. To coordinate with Seller's Area Biologist about any roads or decking areas to be constructed and to close these roads (by gates or earthen berms) and reclaim the roads and decking areas by re-vegetation per the Area Biologist's instructions.
9. It is desired that the Purchaser provide Seller with maps in GIS format of each tract of the Property within 30 days after completion of this Contract for said tract.
10. When working on any tract that is contained by a boundary fence: Purchaser and/or employees shall keep gates closed at all times to prevent the encroachment of trespass livestock. If it is determined that encroachment of trespass livestock was the result of gates being left open by Purchaser and/or employees; it will be the responsibility of Purchaser to remove the trespass livestock. If any boundary fence is damaged as a result of timber operations, then the boundary fence will be repaired immediately by the Purchaser to prevent the encroachment of trespass livestock adjacent to the WMA.

III. Miscellaneous Provisions:

1. All timber included in this Contract shall remain the property of the Seller and shall not be removed by Purchaser until the appropriate performance bond is posted and proper documentation of Workman's Compensation and Liability insurance verification is provided as required herein and this Contract is signed by both parties.
2. BUYER HEREBY INDEMNIFIES AND SHALL HOLD SELLER HAMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE TO ANY PERSON DR PROPERTY RESULTING FROM ANY ACTION (OR FAILURE TO ACT] BY PURCHASER IN CONDUCTING ITS ACTIVITES OR OPERATIONS UNDER THIS CONTRACT ON THE PROPERTY.
3. This Contract, including any rights granted herein, may not be assigned or transferred in any manner by Purchaser without the prior written consent of Seller.
4. This Contract constitutes the entire agreement between the parties and there are no agreements or understanding between the parties other than those set forth herein and this Contract may not be modified or amended except in writing signed by both parties hereto.
5. All notices and request required under the terms of this Contract shall be in writing and shall be sent by mail to each party at their respective address noted above or by hand delivery to the appropriate representative of each party.

6. This Agreement was made and entered into in Oklahoma City, Oklahoma, which is where the bid was made by Purchaser and accepted by the Seller. Therefore, venue for any legal action to enforce this Agreement, including collection of any costs, fees, payments, sums due or damages owed hereunder, shall lie and be taken in the District Court of Oklahoma County, Oklahoma. The prevailing party in any legal action taken in connection with this Agreement shall be entitled to recover reasonable attorney fees, costs and expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the _____ day of _____, 20_____.

PURCHASER:

BY: -----

SELLER:

BY: -----
Oklahoma Dept. of Wildlife Conservation

Bidder must complete below:

Bidder Name: _____

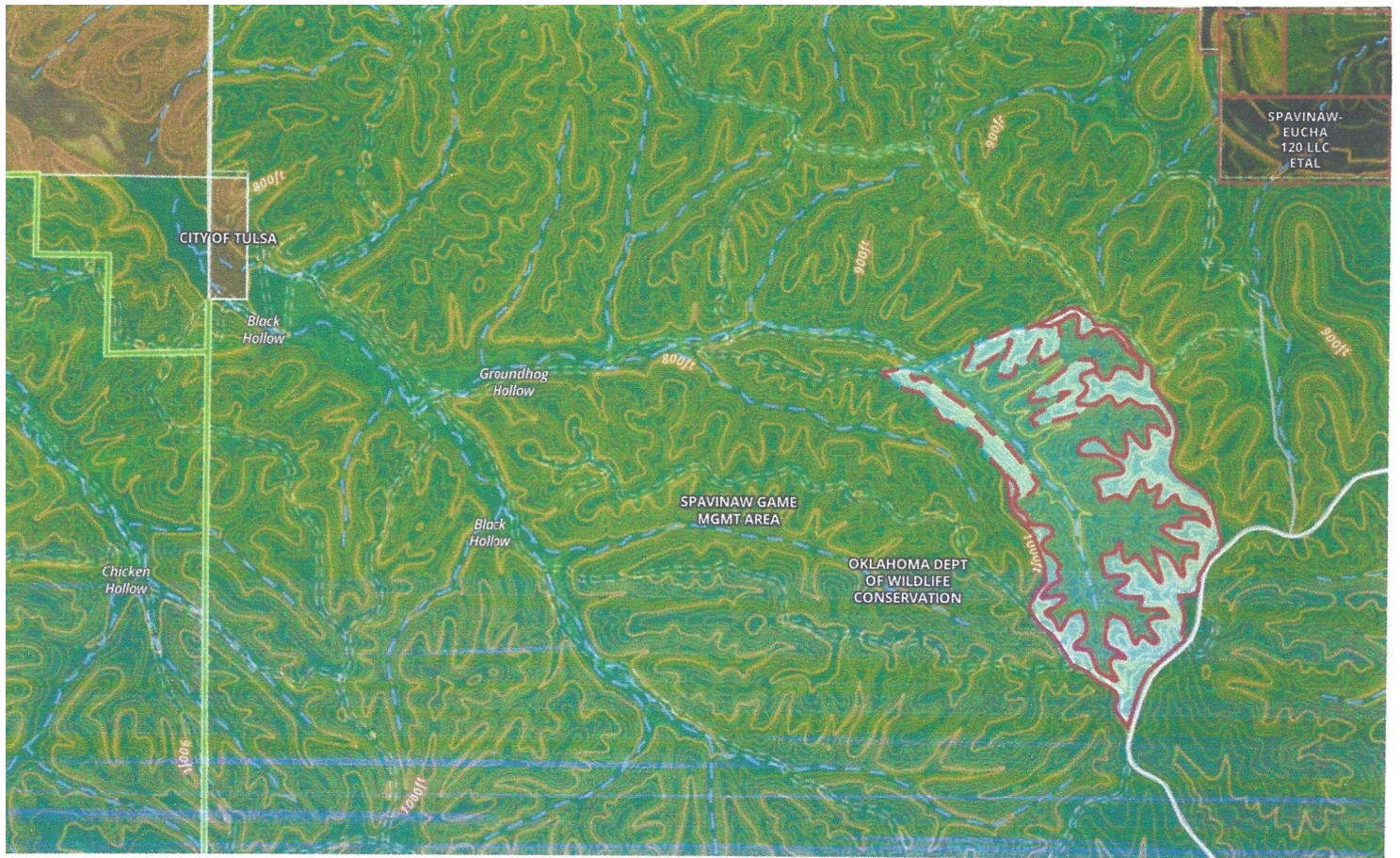
Address: _____

Phone: (_____) _____

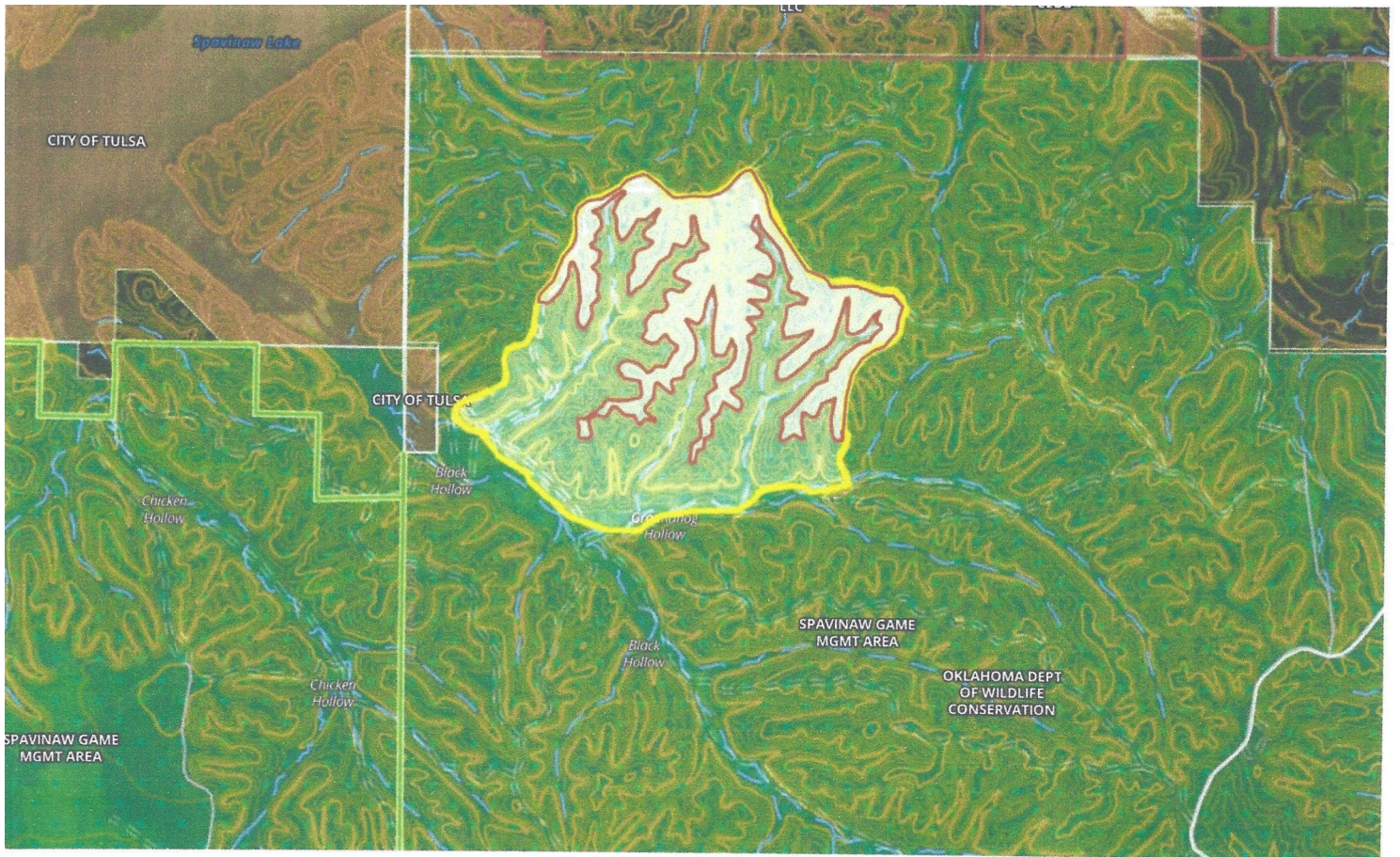
Email: _____



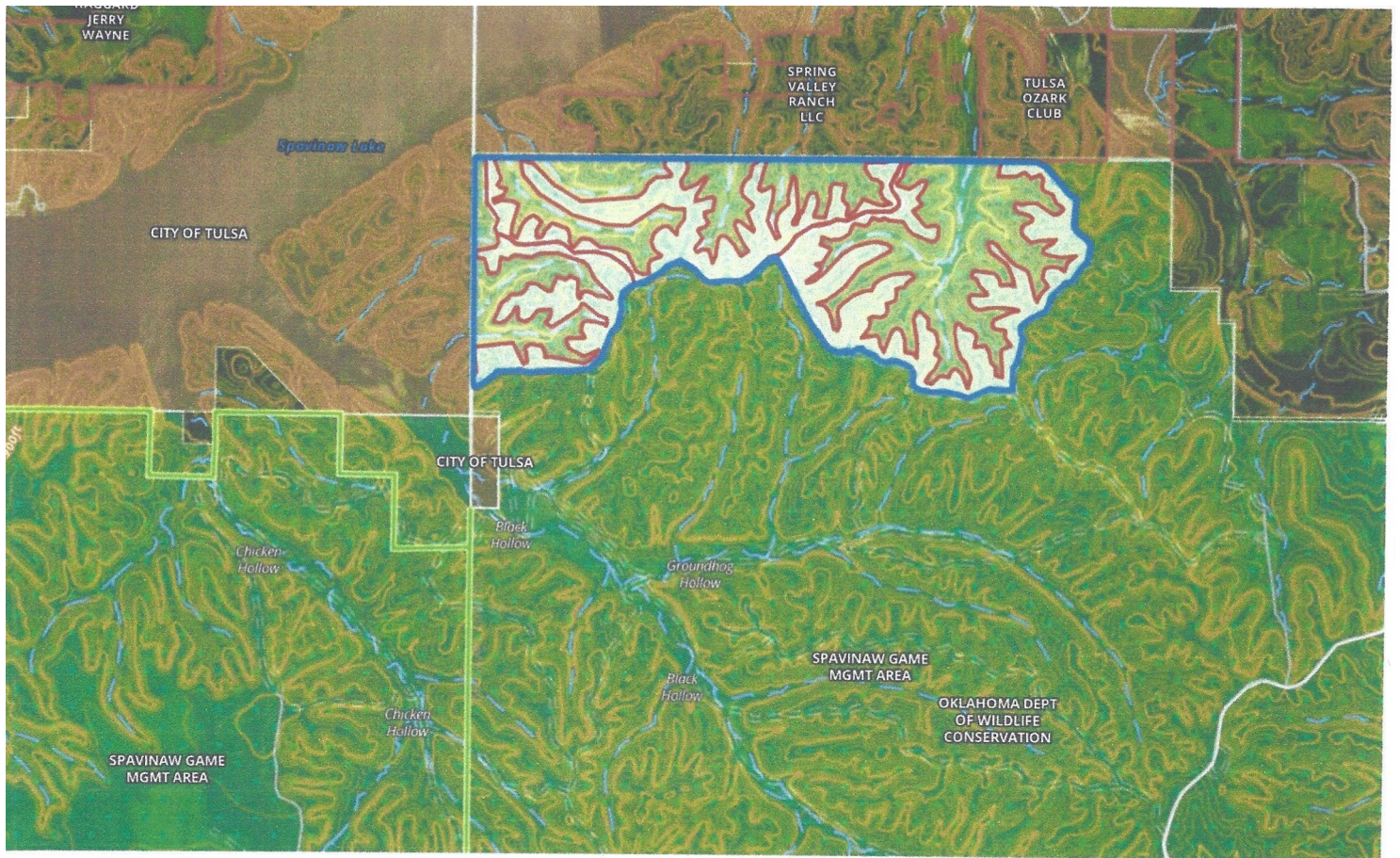
Unit#1 = 245 acres.



Unit#2 = 177 acres.



Unit#3 = 264 acres



Unit#4 = 468 acres