
Title: **Right of Entry – Timber Extraction Utilizing WMA Roads**

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Division Director

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Purpose:

This document has been written to give guidance concerning a request to gain right of entry for timber extraction utilizing WMA roads. In most cases a right of entry request is made by an adjacent landowner or the person/company purchasing the timber of an adjacent landowner.

Policy:

1. A right of entry request should be made in writing to the region office from the party seeking to utilize the WMA road(s) for timber extraction.
2. Based on the information provided, the region supervisor has the authority to either grant or deny a right of entry request.
 - a. Note: If the requestor has a deeded easement then permission to use the road(s) must be granted. The stipulations of the easement must be adhered to by the requestor and the Department. DNR's legal department should be contacted with any questions regarding the contents of a deed.
3. If a request is to be denied, the region supervisor should inform the requestor of the denial in writing.
4. If a request is to be granted, an onsite meeting should be held with the 1) requestor, 2) FMU forester assigned to the WMA and 3) a region representative. The meeting will serve to discuss the details of the request, explain the expectations set forth in the Right of Entry Agreement and acquire the necessary information to accurately fill out the Right of Entry Agreement (Attachment 1).
5. The Right of Entry Agreement should be signed by the region supervisor or his/her designee and the requestor.
6. The signed right of entry agreement document should be retained in the region office with a copy provided to the FMU forester.
7. Before a grantee can use the agreed upon WMA road(s) for timber extraction, the following actions must be taken.
 - a. The distance of WMA road to be utilized is determined.
 - b. A check for the appropriate amount of road usage must be provided by the grantee.
 - c. A performance bond check for \$2,500 must be provided by the grantee.
 - i. The checks should be made payable to Georgia Forestry Commission and mailed to the Forest Management Unit, 2065 US Hwy. 278 SE, Social Circle, GA 30025.
 - d. A copy of the grantee's Worker's Compensation insurance coverage must be presented to DNR and retained at the region office.
 - e. It must be determined if the road(s) meet the Best Management Practices for Forestry, Section 3.0. A FMU forester or a GFC forester will make the

determination whether or not the road(s) to be utilized is/are BMP compliant. This determination can be made prior to or at the previously describe meeting.

8. If the road(s) is/are BMP compliant, no roadwork needs to be completed by the grantee prior to utilization the road(s).
9. If the road(s) is/are not BMP compliant, the necessary roadwork must be completed, by the grantee, to bring the road(s) into compliance prior to utilization. The roadwork will be completed by the grantee at his/her cost. A FMU forester or a GFC forester will determine if the completed work on the road(s) is adequate to deem the road(s) BMP compliant. Once the road is in deemed compliant the grantee can utilize the road(s).
10. The region should document, in pictures, the condition of the road(s) to be utilized prior to the grantee using the road(s). This will provide DNR with a baseline of the road(s) condition prior to use.
11. It is the grantee's obligation to maintain the road(s) in compliance with BMPs during the term of the Right of Entry Agreement. Region and FMU staff will need to periodically inspect the road(s) to ensure it remains BMP compliant while being utilized by the grantee.
12. Prior to releasing the grantee from the Agreement, the road(s) utilized must be inspected to determine BMP compliance. A FMU forester or a GFC forester will determine if the road(s) are BMP compliant. If the road(s) are determined to be BMP compliant the performance bond will be returned to the Grantee in its entirety. If the road(s) are not compliant the grantee must, at his/her cost, perform the necessary work to bring said road(s) into compliance. If the grantee refuses to perform the necessary work the performance bond will be utilized to bring the road(s) in to BMP compliance. Any monies not utilized from the performance bond to bring the road(s) into BMP compliance will be returned to the grantee. Once the road(s) are compliant the grantee can be released from the Agreement.

Attachments

Attachment 1 – Right of Entry Agreement Form

RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT, hereinafter sometimes referred to as "Agreement," is made and entered into this ____ day of _____, 20__ ("Effective Date"), between the GEORGIA DEPARTMENT OF NATURAL RESOURCES, a Department within the executive Branch of the State Government of Georgia, whose address is 2070 U. S. Highway 278, SE, Social Circle, GA 30025, hereinafter sometimes referred to as "Department," and _____, whose address is _____, hereinafter referred to as the "Grantee."

WITNESSETH THAT

WHEREAS, the Department has custody of certain real property lying within the boundaries of the _____ Wildlife Management Area, _____ County, GA; and

WHEREAS, the Grantee desires to use the portions of _____ Roads and identified in _____ on the attached map, which is marked as Exhibit A and incorporated herein by reference (hereinafter referred to as the "Roads"), for the purposes of transporting timber.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Department hereby grants to the Grantee the right and privilege to enter upon the Roads, specifically and solely for the purposes identified herein and during the herein stated term and upon the following conditions:

1. The purpose of this Agreement is to permit the Grantee, its agents, employees and representatives, at no cost or expense to the Department, to enter upon the Roads for the purpose of transporting timber. The Grantee shall exercise the rights of entry herein granted in a manner so as to not unreasonably disturb or interfere with any of the owners, tenants, or occupants of the Roads or with the operations of the Department.
2. The term of this Agreement shall be for a period of _____ from the Effective Date or until the Grantee requests, in writing, the Agreement be terminated.
3. The Department shall have the right to cancel this Agreement at its sole discretion for any reason or for the violation of any condition hereof. If so canceled, the Grantee shall immediately cease operations hereunder and cease use of the Roads and remove or cause to be removed therefrom all equipment, property and personnel present thereon.
4. The Department shall have the right to deny use of the Road(s) for the purpose of managed hunts and other Departmental activities. These dates will be provided to the Grantee.
5. The Grantee's vehicular traffic shall be limited to the Roads. The Grantee shall not have the right to conduct any other work or engage in any other activities beyond the scope described in this Agreement without prior written consent of the Department. The Grantee shall not take any actions or do anything, nor shall it permit anyone accessing the Roads under this Agreement to take any action or do anything, which would cause any change in or constitute a breach or violation of any permit, license, order, rule or authorization of any governmental body, unit or authority now or hereafter in effect with respect to the Roads.
6. The Grantee shall conduct its operations on the Roads with all due care and caution for itself as well as for the property and personnel of the Department. Furthermore, the Grantee shall act in

compliance with all laws, statutes, ordinances, orders, rules and regulations of any governmental authority or agency having jurisdiction over the Roads that are applicable to the Grantee.

7. Payment: The Grantee shall pay the Department the sum of \$250 for the use of the said Roads or \$250 per half mile, whichever is greater, for this Right of Entry upon execution hereof. The Grantee shall also provide a \$2,500 performance bond for the use of said Roads. The performance bond will be returned to the Grantee less any damages as determined by the terms within this Agreement. The Department shall have up to sixty (60) days from the termination of this Agreement to inspect the Roads and account to the Grantee for any balance due it from said bond. The bond check should be made payable to the Georgia Forestry Commission.
8. The Grantee agrees to bring said Roads into compliance with and maintain the Roads to meet the specifications set forth in the Georgia Forestry Commission's *Best Management Practices for Forestry*, Section 3.0. The Grantee agrees to correct promptly any damage, hazardous or potentially hazardous conditions, or unreasonable distress caused by the Grantee's use of the Roads. In the event the Grantee is unable or unwilling to correct or repair such damage, hazards, or distress within a reasonable time, it agrees to forfeit, from the performance bond, the amount of money needed by the Department to correct or repair said Roads. If the amount of money required to correct or repair said Roads exceeds the value of the performance bond, the total value of the performance bond will be retained by the Department.
9. The Department represents and warrants that it owns or has control over the Roads and has the authority to grant this Agreement.
10. Exclusive use of the Roads is NOT hereby granted to the Grantee, and the Department retains the right to use the Roads for any and all purposes; further, it retains the right to grant to others nonexclusive use of the Roads for any lawful purpose not inconsistent with the Grantee's use.
11. Prior to execution of this agreement the Grantee will provide to the Department proof of Worker's Compensation Insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million aggregate; such coverage to be maintained throughout the agreement period.
12. The Grantee shall not assign this Agreement without the prior written approval of the Department. This Agreement shall not be recorded in the public records of any county.
13. The Grantee hereby waives, releases, indemnifies and saves the Department and Department's officers, members, employees, and agents harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by the Department, and of the Department's members, employees, or agents), causes of action, suits demands, judgments, and claims of any nature whatsoever (excluding those based upon the negligence of the Department, but including those caused in whole or in part by the negligence of the Grantee, its agents, employees, invitees, or licensees), arising from, by reason of or in connection with: 1) injury to or death of persons or damage to property (a) on the Roads or (b) in any manner arising from use, non-use or occupancy of the Roads by the Grantee or any of the Grantee's agents, employees, customers, invitees or licensees; 2) violation of this Agreement by the Grantee or any of the Grantee's agents, employees, invitees or licensees; or 3) violation of any law affecting the Roads or the use of the Roads.

14. The Grantee, its agents, employees, and representatives shall maintain a copy of this Agreement on site at all times.

15. This RIGHT of ENTRY AGREEMENT embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties, and then such waiver or consent shall be effective only for the specific instance and for the specific purpose for which given.

IN WITNESS WHEREOF, this instrument has been executed by the parties whose hand is affixed hereto.

For Grantee:

_____ (Sign)

_____ (Print)

Title: _____

Date: _____

For Georgia Department of Natural Resources:

_____ (Sign)

_____ (Print)

Title: _____

Date: _____