

# CAMPBELL TIMBERLAND MANAGEMENT RECREATIONAL LEASE POLICIES AND PROCEDURES

*Effective Date: November 1, 2008*

*Revision Date: March 21, 2009*

## 1. RECREATIONAL LEASE PROGRAM GOALS

*Campbell Timberland Management (CTM) maintains a large number of Recreational Leases in order to provide outdoor recreational opportunities to its lessees. In recognition of the value of these leases, CTM has set a few goals to help guide our actions.*

*They include:*

- a. Providing recreational opportunities for lease customers that are consistent with CTM objectives and stewardship goals
- b. Cultivating good relationships and improving communications with recreational lessees to enhance the image of professional forestry and build support for CTM in our local communities
- c. Making wise decisions about wildlife habitat management, recreational lease assistance, and lease rates, while balancing those with our forest management activities
- d. Improving CTM's knowledge of our local communities and neighbors
- e. Encouraging lease members to take responsibility for their lease property

*It is the responsibility of all lease members to comply with and enforce all Recreational Lease Policies and Procedures.*

## 2. PURPOSE OF THIS DOCUMENT

The purpose of this document is to establish consistent guidelines relative to the administration of the Recreational Lease Program in Texas, Louisiana, Georgia, and Alabama. The value of recreational leases is recognized by CTM and through these relationships we hope to better protect and enhance our land. Leasing helps offset ownership cost; reduce exposure to theft, arson, dumping, and illegal trespass, and to foster an atmosphere of good-will and cooperation.

## 3. CROWN PINE CONTACTS

It is the responsibility of the Land Lease Group to administer the Recreational Lease Program along with these policies and procedures. The primary communications link between CTM and the Lessee is the Land Lease Specialist. However the quickest way to find general information about the Recreational Lease Program and lands available for lease is found on [www.crownpinetimber.com](http://www.crownpinetimber.com). For information not available on the web site, contact your area Lease Specialist:

**Danny Cryer** – [DCryer@campbellgroup.com](mailto:DCryer@campbellgroup.com)

Angelina, Jasper, Newton, Hardin, Jefferson, Orange, Polk, San Jacinto, and Tyler Counties, and Georgia, Alabama, & Louisiana Leases

**Barbara Groom** – [BGroom@campbellgroup.com](mailto:BGroom@campbellgroup.com)

Anderson, Cherokee, Houston, Nacogdoches, Panola, Rusk, Sabine, San Augustine, Shelby, Trinity Counties

**Sonona Williams** – [SWilliams@campbellgroup.com](mailto:SWilliams@campbellgroup.com)

Harris, Liberty Counties

**Any suspected illegal activities, including but not limited to trespass, game violations, property damage, and arson should first be reported to local law enforcement authorities or State Game and Fish officials, then to Land Lease Group.**

## **4. ESTABLISHMENT AND RENEWAL OF RECREATIONAL LEASES**

### **4.1 Applying for a New Recreational Lease**

Maps showing areas available for lease and lease application forms are available on CTM's lease web site: [www.crownpinetimber.com](http://www.crownpinetimber.com). **Lease applicants must be at least 18 years old.**

CTM will review all lease applications and each applicant will receive an email of approval or rejection of their application.

### **4.2 New Leases**

The selected lease applicant will receive an email of approval. Upon applicant's confirmation, CTM will e-mail a lease contract to be signed and returned by postal mail to:

Campbell Timberland Management  
c/o Land Lease Specialist  
702 North Temple Drive  
Diboll, Texas 75941  
Or Fax: 936-829-6310

The Land Lease Group will return a fully signed copy of the contract and lease map (Exhibit A) to the lessee.

All Lessees must maintain an email address for the designated lease representative. If the Lessee is a "club" (whether incorporated or non-incorporated entity) a list of all members will be provided to CTM and maintained current. The representative shall also indicate the club name and designate if the club is incorporated and the state of incorporation. Correspondence will be sent directly to the lease representative by email.

### **4.3 Lease Renewal**

Lease customers will usually be given an opportunity to renew their current recreational lease. However, CTM reserves the right to cancel or amend lease terms with or without cause consistent with the terms of the lease. If a lease is renewed at the end of the contract/lease term, the Lessee will be e-mailed a renewal contract. Please sign the contract and return to:

Campbell Timberland Management  
c/o Land Lease Specialist  
702 North Temple Drive  
Diboll, Texas 75941  
Or Fax: 936-829-6310

### **4.4 Club Member Directory**

It is the responsibility of each lease representative to maintain an updated membership list online at [www.crownpinetimber.com](http://www.crownpinetimber.com) at all times. Each lease will be given a unique User ID and password that will allow the lease representative access to update the membership list and contact information. Issues of membership and membership rights will be determined by the club. In the event a club is unable to resolve membership issues, CTM reserves the right to terminate the lease in accordance with the lease terms.

### **4.5 Important Dates**

- March 15 – September 1 - Unpaid temporary structures should not be on lease property.
- May 1 – Contracts e-mailed to lease representative for lease renewal.
- June 1 – Renewed contracts due back to the Land Lease Group

July 1- Renewed contracts returned to lease representative  
June 1 – Invoices e-mailed to lease representative  
July 1 – Lease payment due to the Land Lease Group  
September 1 – March 15 - Unpaid temporary structures allowed on lease property.

## **5. LEASE RATES, ADMINISTRATIVE EXPENSES, AND LEASE PRICE CALCULATION**

### **5.1 Lease Rates**

Lease rates are typically established on a County basis. However, individual tracts within an area may be leased at a higher or lower rate than the ‘average’ county rate. Lease rates may change annually.

### **5.2 Administrative Fees**

The administration fee will be \$ 95.00 per year with email and \$225.00 without email.

### **5.3 Insurance Costs**

Public Liability Insurance endorsed to provide member-to-member coverage is provided to each lease. There will be an annual insurance policy fee plus the price of liability insurance calculated on a per acre basis. This cost will be included in the annual lease invoice.

### **5.4 Total Lease Price Calculation**

Lease Rate Costs (acres X lease rate)  
+ Insurance Cost (acres X insurance rate)  
+ Insurance Policy Fee  
+ Administration Fee  
= Total Lease Price

## **6. RECREATIONAL LEASES**

### **6.1 Membership**

Ideally, recreational lease members should be drawn from the immediate vicinity in which the lease is located. Members may be selected from other areas if there are not enough interested local people to fill the membership. **Lease members are expected to always hunt in a safe and prudent manner.**

### **6.2 Hunter Safety and Education**

CTM supports the efforts of each state to promote and increase hunting safety awareness through each state's Hunter Education Courses. CTM recommends that each member of a recreational lease completes a Hunter Education Course and obtains a Hunter Education Certificate number.

### **6.3 Horseback Riding Safety**

CTM supports the efforts of each state to promote and increase Equestrian Safety awareness through each state's Equine laws. CTM recommends that each equestrian educate themselves about trail etiquette, preserving trail resources, and trail safety as contained in the American Equestrian Alliance safety guidelines: [www.americanequestrian.com/aearules.htm](http://www.americanequestrian.com/aearules.htm) . CTM prohibits the construction of horse jumping structures and further recommends that fluorescent orange safety vests be worn while recreating on the lease premises during hunting seasons.

### **6.4 Recreational Vehicle Safety and Education**

CTM supports the efforts of Recreational Vehicle Safety awareness through Recreational Vehicle Education Courses. CTM recommends that each operator of a Recreational Vehicle lease complete a Recreational

Vehicle Education Course.

## **6.5 Organization Rules and Bylaws**

CTM recommends that each recreational lease be well organized and operated in a democratic manner with specific rules governing their activities including club bylaws. You may visit [www.crownpinetimber.com](http://www.crownpinetimber.com) to view and print an example of club by-laws. These requirements are to insure compliance with all game laws, protection of the leasehold premises, and to facilitate the administration of all recreational leases on CTM Lands.

## **6.6 Lessee and Member Responsibilities**

The Lessee will not retain as members any person or persons who violates the terms and conditions of the lease or these policies, displays a disregard for the safety and welfare of others, does not respect and protect CTM property, does not act as a good neighbor to CTM neighbors, or knowingly and willingly violates a state or federal game law. The Lessee is held responsible for the actions of its members and any improper actions will likely jeopardize the lease.

## **7. PHYSICAL IMPROVEMENTS AND OTHER PROPERTY LEASE ISSUES**

### **7.1 General Structures**

Construction and installation of any food plots, fences, gates, or any other structures are prohibited without approval from a Land Lease Specialist. If approved, these structures will be constructed and installed at the Lessee's own cost and must adhere to specifications, limitations, or restrictions imposed by CTM and maintained in good condition of repair, cleanliness, and safety.

### **7.2 Designated Campsites**

Each recreational lease will have designated campsites where they may keep temporary camp structures. Structures, including travel trailers, remaining upon the leasehold premise throughout the year, as permitted by the Land Lease Group, will be charged a minimum \$100.00 per structure annual fee. Such fees shall be invoiced to the Lessee with the normal invoice. It shall be the responsibility of the Lessee to report all structures and collect all such fees from the recreational lease members. CTM will charge a \$100.00 fine per unreported structure as we find them. This fine will be in addition to the \$100.00 structure fee; therefore any unreported structure will cost a total of \$200.00 upon discovery by CTM. Temporary structures that have been removed prior to March 15 and are absent until September 1 will not be subject to the \$100 structure fee.

All camping facilities must be capable of being moved on demand (i.e. mounted on skids, wheels or trailers). No new structures may be permanently fixed to CTM property, without prior written approval by the Land Lease Group. The use of mobile homes as a camping structure on CTM property requires written permission by the Land Lease Group.

All campsites, grounds, trailers, camp shelters, tents, etc., must be kept free from trash and other refuse. Trash **may not** be buried on CTM property, but must be removed from the site and disposed of properly.

### **7.3 Utilities**

Establishment of electric, sewer, and/or water must be prior approved by the Land Lease Group.

### **7.4 Company Roads**

Company roads will be maintained as time and opportunity permit. Roads may remain impassable for long periods of time without repair due to company activities. The Lessee, or its members, may use a rubber tire tractor to conduct minor road repairs and with approval by the Land Lease Group and may at Lessee's expense contract with a Forestry Best Management Practices (BMP) approved contractor who has CTM approved insurance.

## 7.5 Gates

Permission to erect gates must be obtained. In Texas & Louisiana all gates should be at least 20 feet wide and be set back at least 100 feet from the road surface and in Georgia and Alabama all gates should be at least 16 feet wide and 50 feet from the road surface to permit safe tractor-trailer access, unless other agreements are reached with an Land Lease Specialist. **No cable, chain, or wire gates are permitted on CTM property.**

## 7.6 Locks

If the Lessee desires to place a lock on a gate, a CTM “keyed” lock must be used in the sequence of locks on the gate. Company personnel have the right to forcibly enter CTM lands that do not have CTM locks installed.

In Texas and Louisiana, locks must be obtained from one of the following CTM’s Regional offices.

Diboll/Northern Region 936-829-6300  
Jasper/Central Region 409-384-3434  
Silsbee/Southern Region 409-386-3258  
Dequincy/Eastern Region 337-786-7100

In Georgia and Alabama, locks must be obtained from one of the following vendors.

Carrollton Safe and Lock Co 770-834-0010  
Safe Lock and Key Co 706-291-0155  
J and V Locksmiths 706-677-2240

## 7.7 Temporary Hunting Structures

Temporary structures such as stands and blinds may be constructed or installed on the lease. Each lease member must realize that CTM does various forest management activities throughout the year and occasionally damage can occur to their private property. CTM will make a reasonable effort not to damage the Lessee’s property during timber management operations, but will not be held responsible for any damage. To be safe, it is best for the club member to remove their structures and other personal property from the lease when they are finished using it. Also, from time to time, the club may be asked to remove these structures from company land. **Temporary structures shall not be nailed or bolted to living trees so as to become permanent structures.**

## 7.8 Placement of Deer Stands

All deer stands must be at least 100 feet from the edge of a major road right-of-way and must be situated in a safe and prudent manner considering such factors as vehicle and pedestrian traffic, location of adjacent or nearby stands, adjacent property boundary lines and structures. Land Lease Group’s definition of a major road includes all public roads and CTM company roads. CTM company roads are those that have crowns and wing ditches. Deer stands will not be allowed within 100 feet of a CTM property or lease **boundary line**. Many clubs share adjoining boundaries and must honor the rights of one another. By strictly enforcing this policy we create a 200-foot buffer zone that will benefit all adjoining leases. We will strictly enforce this policy. Failure to comply will be grounds for cancellation. This buffer zone may be increased by CTM as necessary. **(Review State and Federal Regulations)**

## 7.9 Wildlife Management

Food plot establishment is strongly encouraged, but should be limited to natural openings or other areas devoid of planted pine seedlings or hardwood regeneration. These should be established in a manner that minimizes soil disturbance (over seeding or drilling seed or fertilizing natural vegetation) on areas likely to

erode. Typically log sets, right-of-ways, internal firebreaks and openings devoid of pine trees, are good food plot locations. Roadsides, pipelines, and buried utility right-of-ways are good food plot locations but should never be disked. When planting roadsides, pipelines, or buried utility right-of-ways always plant by mowing and over-seeding. If you have questions about a location for a food plot be sure to contact the Land Lease Group. Again, habitat enhancement (i.e. supplemental food plots, mineral stations, bush-hogging, etc.) is allowed but at the Lessee's expense. Please do not damage water diversion devices on roads when constructing food plots.

The translocation and release of the wildlife species or domestic stock of any kind on CTM land is not allowed. **Furthermore, feral hogs are not to be protected and must not be propagated on CTM property. There should be no hog limits enforced, and harvest of hogs should be strongly encouraged, as long as it is done in a safe manner and does not constitute trespassing on neighboring leases or properties.**

### **7.10 Signs**

Lessee may erect and display signs stating the premises are posted. Preferred locations are along county/state road boundaries or at gate and access locations to the lease. Signs may not be nailed or stapled to live standing timber, unless aluminum nails are used. The use of purple paint in Texas and silver paint in Louisiana is permitted, but should not interfere (i.e. do not paint over the blue paint) with the existing boundary line paint.

### **7.11 Trespass by Others and Club Misuse**

State Game Wardens and Sheriff Departments can be contacted to prosecute unauthorized individuals from trespassing, dumping trash, or any other illegal activity on the leased property. **CTM ownership boundary lines are marked with blue paint in Texas and Louisiana and white paint in Georgia and Alabama blazed, hacked, and/or banded on trees, posts, and other type structures.**

Abusive ATVing, Motorcycling, Mud-Bogging, and other Recreational Riding are not allowed and abuses should be reported to the Land Lease Group and local law enforcement. The use of ATVs on CTM lands for hunting purposes are allowed but must be used in a manner that doesn't damage CTM timber, roads and property.

### **7.12 Recreational Trail Use**

CTM's roads and firebreaks may be used for recreation trails **when specifically leased for this purpose.** Establishment of a one-way recreational trail system for recreational vehicle or equine use is preferred and strongly encouraged. Recreational vehicles or horses must remain on established roads, firebreaks, and approved trail locations, avoiding cross-country travel and damage to forestry crops, wildlife food plots and to road and firebreak water diversion structures. A Land Lease Specialist must approve the location of all proposed trails before construction and use may begin. The lessee should "flag" any proposed recreational vehicle and equine trail location prior to approval or initiation of construction. Construction of recreational trails should be limited to minor trail surface modifications and light pruning of hardwood brush, vines, and branches and should avoid the damage to pine trees and seedlings. Trails should be established and maintained in a manner that complies with Forestry Best Management Practices for skid trails (**BMP's**). Trail construction and maintenance is allowed at the Lessee's expense. Competition Riding and construction of jumping structures are strictly prohibited.

### **7.13 Distinctive and Sensitive Sites**

Some CTM lands provide habitat for sensitive species, ecological communities, or Distinctive Sites. As a result, Lessee activities may be restricted to protect these important resources. A map will be provided online under your existing lease website if there is a Distinctive site within your lease.

You may contact a Land Lease Specialist if you have questions about Distinctive sites located within the lease

premises.

**7.14 Research Sites**

Some CTM lands occupy research plots, which are especially sensitive. Typically the plots are of rectangular or circular shape and can be scattered over several acres. Ways to identify these plots are the existence of PVC pipe, pin flags, aluminum tree tags, and sometimes a sign indicating ‘Research Area’. Use of these areas needs to be limited. Restricted activities include mowing, disking, and ATV use. Much time and money is spent establishing, marking, and gathering data from these areas, therefore the club will be charged a fee if a plot is damaged. You may contact a Land Lease Specialist to determine if research plots are located within the lease premises.

**8. ADDITIONAL RESPONSIBILITIES OF LESSEE**

All club members collectively and individually are, by the acceptance of the lease and entering upon the lease premise, obligated:

- a. To use every precaution to protect wildlife and timber and CTM property from poaching, theft, fire, trash dumping, or other damage.
- b. To minimize the abuse of CTM roads and firebreaks at all times. Road maintenance is expensive and funds are limited. Lease members are asked to protect the roads and limit traffic during wet weather as much as possible.
- c. To assume responsibility and to pay for any trees or other forest products, including mineral and archeological resources that may be cut, used, damaged, burned and/or removed from the lease by lessee.
- d. For all parties on the lease to comply with all laws, rules and regulations of the county, state and federal government.
- e. To report to the Land Lease Group any instance of violations of law, CTM policy as set out herein; including road abuse and road problems, theft, damage, encroachment by adjoining landowners, Southern Pine Beetle, and fire on said land.
- f. To be bound by all of the terms and conditions set forth in the lease and to obey and abide by all of the rules and regulations herein.
- g. To refrain from the disposal of trash on CTM lands. All trash must be removed from the lease. There will be no dumps allowed for any lease.
- h. The lease members will be responsible for the protection of CTM or contractor equipment while on site from vandalism.

**9. ADDITIONAL COMPANY ACTIVITY AND RIGHT TO ENTER**

At any time of the year, it may become necessary for CTM to conduct activities on the lease premises including, but not limited to, harvesting, controlled burning, aerial or ground applications of forest chemicals, site preparation with heavy tractors, road construction and road maintenance.

**General Forest Activities (subject to change)**

<b><u>Normal Forest Activity</u></b> .....	<b><u>Timing / Season of Event</u></b>
Regeneration Harvesting.....	Age 20 and Older Year Round
Thinning Harvest .....	Age 10 to 20 Year Round
Chemical Site Preparation.....	1st summer after Harvest June - October
Burn.....	1st summer after Harvest June - December
Mechanical Site Preparation.....	1st summer after Harvest Year Round
Planting.....	6-18 months after Harvest October - February

Chemical Weed Control..... 1st spring after Planting February - May  
Fertilization..... Various November - June  
Stand Improvement Various..... Year Round  
Chemical Competition Control Various..... June - October

### **SPECIAL EVENTS**

Southern Pine Beetle various levels of Activity..... May – December  
Pre-commercial thinning between ages 2 and 5..... Year Round  
Prescribed Burning Planned..... Year Round

### **10. CONDITIONS FOR CANCELLATION OF LEASE**

- a. In the event of sub leasing, without approval.
- b. In the event that any fire willfully or negligently is started or allowed to escape on the lease by the lessee.
- c. Intentional violations of any laws, rules or regulations established by county, state or federal agencies.
- d. Failure of Lessee to have all temporary structures removed from the lease upon request.
- e. Failure of Lessee to enforce restrictions regarding use of CTM roads.
- f. Failure to be a good neighbor, or other incidents involving the public or adjoining landowners.
- g. Failure of the Lessee to make lease payment on time or failure to provide required information or correspondence.
- h. For any reason with or without cause, as determined to be in the best interest of CTM and consistent with the terms of the lease.

### **11. EFFECTIVE DATE**

**These Recreational Lease Policies are effective as of November 1, 2007, and will remain in effect until altered, changed, amended or rescinded, in writing/email, by CTM.**