

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-8962 (office/fax) jonathan@arborspringsforestry.com

May 6, 2013

# Adkins Timber Sale Notice

## Bid Opening: Friday June 7, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

The Adkins Family has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Clarksville in Montgomery County, TN. The property is identified as <u>Control Map 088 Parcel 110.00.</u>

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of 46 acres. The actual sale unit includes 28.52 acres of "blue marked" timber which contains 131,861 bdft of hardwood timber, 484 tons of hardwood pulp/topwood, and 22 tons of Red Cedar. All hardwood sawtimber trees average 333 bdft/tree. There are <u>10 White oak</u> trees with an estimated 3,134 bdft of potential Veneer and <u>4 White oak</u> trees with an estimated <u>765 bdft</u> of potential <u>Stave</u>. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Red oak makes up 47% of the total volume, followed by Yellow poplar (30%), and White oak (8%). The tract has good access off of Hickory Point Road snd would serve as a good winter time job.

## Location:

The sale unit is located just south of HWY 12 on both sides of Hickory Point Road in Clarksville, Tennessee. Access from <u>US 41 Bypass</u>: Travel south on HWY 12 for approximately 2.1 miles. Turn right onto Hickory Point Road and travel 0.2 miles. You will see a tobacco field on your left and Gholson Road on your right. The marked timber is located on both sides on the road. You can park at the gate at the intersection of Hickory Point and Gholson to view the timber. There is also timber located behind the tobacco barn. You can drive to the barn and park. (*Be sure to stay out of field if crop is planted*). (See attached sale map for location).

## Sale Description:

The sale includes the area as shown on the attached map. There are 28.52 acres of marked timber. Within the sale unit only those trees marked with <u>BLUE PAINT</u> at dbh and below stump level are eligible for harvest. All sawtimber trees are marked with a horizontal "*SLASH*", pulpwood trees are marked with a "*DOT*", and trees marked with a "*SLASH/DOT*" represent a deduction is volume estimate. Property lines are well marked with <u>ORANGE FLAGGING</u>.

Bidders are welcome to look at the timber at your convenience. I would also be happy to meet with you on an appointment basis to show you the timber.

## Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Friday June 7, 2013 at which time they will be opened. The bid opening will be held at <u>The sale location</u> (near the tobacco barn). Buyers are welcome to attend the bid opening. Bids may also be submitted by mail, fax, phone or email on the attached or similar Bid Offer Form, but must be received no later than 8:00 AM on June 7, 2013. (Morning of the bid opening) Please call if sending a fax to ensure it was received.

PREFORMANCE BOND: The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by June 21, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 156 individual pulpwood trees marked with a "dot". 38 cull trees marked with an "X"
- Fields may used for decking and or skidding when crops are not present. If crops are present decking will need to be outside the crop field.
- A small cemetery is located on the east side of the property within the marked timber. It is flagged with <u>BLUE FLAGGING</u>. No trees are marked within the flagged buffer. Equipment must stay out of the buffer. Any tree tops that may fall within the buffer must be pulled out immediately.

# THE OWNER AND/OR AGENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. ONLY THOSE SUBMITTING A BID WILL BE ADMITTED TO THE BID OPENING.

Again you are welcome to inspect the tract at your convenience. Feel free to contact me if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs

Jonathan Boggs Arbor Springs Forestry

## Adkins Timber Sale Volume Summary 28.52 +/- acres

#### Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	143	62,135	435
Yellow poplar	107	38,732	362
White oak	21	10,835	516
Sweet Gum	26	5,188	200
Beech	38	4,416	116
Ash	17	3,676	216
Hickory	15	3,411	227
Hard Maple	17	2,431	143
Mixed Hardwoods	12	1,037	86
Total	396	131,861	333

#### Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	10	3,134	313
White oak Stave (3 Clear)	4	765	191
Total	14	3,899	279

Red Cedar	22 Tons
Hardwood Pulp/topwood	484 Tons

Notes:

\* Veneer/Stave Volumes are out of the total volumes/specie

\*156 individual pulpwood trees marked with a "dot". 38 cull trees marked with an "X"

\*44 individual Virginia pines marked outside clearcut area

\* Mixed Hardwoods Includes: 1 Persimmon, 1 Black cherry, 2 Post oak, and 7 Black gum

\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

### TERMS AND CONDITIONS OF SALE

1. The Purchaser agrees to make payment to the Seller at contract signing.

2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00.

3. This Agreement shall be in full force and effect for a period of <u>12 months (1 year)</u>. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.

4. The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.

5. Notice of the intention of the Purchaser to begin removal of said timber shall be given to the Seller and the Seller's Agent, Arbor Springs Forestry, 333 Beechwood Drive, Burns, TN 37029, Phone: (615) 498-8700, at least 48 hours before any logging activity begins. A "PreHarvest" meeting will take place on premises before any said timber is removed.

6. Upon completion of all logging operations or as soon thereafter as conditions permit, the Purchaser shall smooth ruts, created by the Purchaser, out of all existing and newly created skid and truck roads, and the log landing(s) must be cleared of all debris related to the logging operation, smoothed and seeded if necessary. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues.

7. The Seller agrees to allow the Purchaser, his agents or employees, to enter upon said premises, for the purpose of removing the designated timber there from, and do such other things as may be necessary in connection with the operation, including the right and privilege of the Purchaser to use sufficient and necessary space in and upon said premises to handle, load, and haul all timber covered by this Agreement, and no other.

8. Only trees under the terms of this Agreement shall be cut. Trees not designated for sale under this agreement shall be protected against unnecessary injury. No cut, broken, or uprooted trees shall be left hanging in standing trees. All trees cut shall be felled onto the premises of the Seller; any tree felled over the property line of the premises shall be brought back onto the premises immediately, and any damage that such activity creates shall also be repaired immediately.

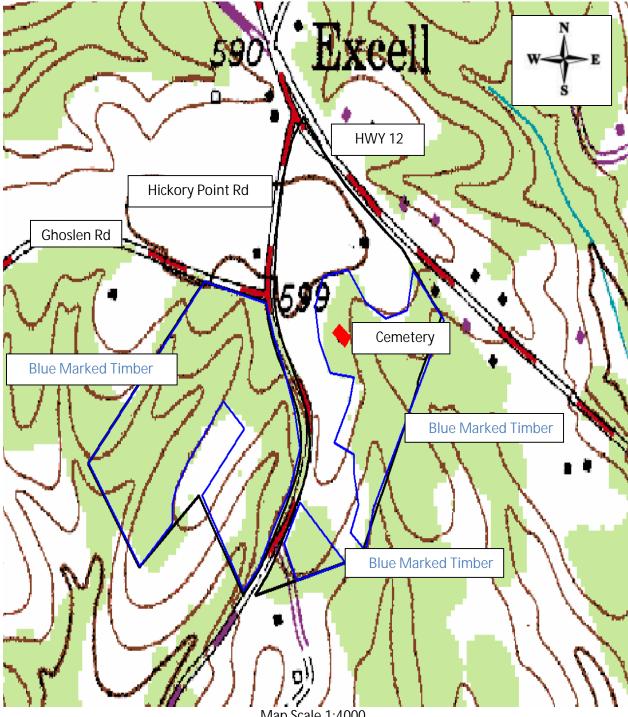
9.. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

10. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) as well as Worker's Compensation Insurance as required under the laws of the State of TN. The Purchaser shall not conduct any further operations during the term of this Agreement upon the premises after the expiration of insurance as shown by the certificate provided to the Seller's Agent until the Purchaser provides the Seller's Agent with such additional certificates evidencing the renewal or replacement of such insurance to fulfill the requirement of this paragraph.

11. This Agreement shall not be assigned by the Purchaser without the written consent of the Seller. Purchaser shall have the right to use contract loggers for harvest operations.

12. The Purchaser shall indemnify and save the Seller and the Seller's Agent harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser.

Adkins Timber Sale Map Montgomery County, TN 28.52 +/- Acre Sale Unit



Map Scale 1:4000

ARBOR SPRINGS FORESTRY 333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-8962 (fax) jonathan@arborspringsforestry.com

## BID OFFER For ADKINS TIMBER SALE

In compliance with the invitation to bid and subject to the terms and conditions required by the seller, the undersigned agrees, to purchase certain timber offered for sale by The Adkins Family, in Montgomery County, TN, within 14 days after notice of acceptance by the seller.

My bid for the timber offered for sale is:		
Company Name		
Street or PO Address		
City/State/Zip		
Phone	Cell	
Fax	Email	
Title		
Authorized Signature		

(Mail, fax, or email your bid as shown above. Or feel free to bring your bid to the opening at the time and place described above.)