

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

September 19, 2013

## Johnny Logan Timber Sale Notice

Bid Opening: Friday October 18, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Johnny Logan has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Vanleer in Dickson County, TN. The tract is located in both Dickson and Houston Counties. The property is identified as (<u>Dickson Co.</u>) Control Map 051 Parcel 002.00 & (Houston Co.) Control Map 065 Parcel 010.00.

### **General Description of Sale:**

This is a marked sale of quality hardwood sawtimber and pulpwood on a 227.29 acre tract. The actual sale units include +/- 120.19 acres of "blue marked" timber which contains 466,143 bdft of hardwood sawtimber and 2,280 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 165 bdft/tree. There are 139 White oak trees with an estimated 15,315 bdft of potential Veneer and 209 White oak trees with an estimated 27,050 bdft of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are number with blue paint 1-139. Red oak makes up 30% of the total volume, followed by White oak (29 %), and Yellow poplar (23%).

The tract can be accessed directly off of HWY 46 (Yellow Creek Road) and could serve as a good winter time job.

#### Location:

The tract is located just west of HWY 46 (Yellow Creek Rd.) near the Dickson/Houston County line. The property address is 3775 Yellow Creek Rd. To access the tract from the HWY 46/HWY 49 Intersection in Vanleer travel south on HWY 46 for approximately 2.5 miles towards Dickson. The tract will be located on your right. Mr. Logan's house sits just off the highway. If you are traveling from HWY 49 direction the access road is just before you get to the house on the right. Pull into the access road and you will see an electric fence cable gate. Be sure to shut the gate behind you, there are cattle in the pasture. Travel through the pasture past the barn into the bottom. Marked timber is located on both sides of the bottom. (See attached sale map for access road location).

## Sale Description:

The sale unit includes the area highlighted in blue on the attached map. There are +/- 120.19 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. Potential Veneer trees are numbered 1-139. Property lines are well marked with <u>BLUE</u> <u>FLAGGING & OLD FENCE</u>. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

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 October 18, 2013 at which time they will be opened. The bid opening will be held at Donna's Place located in Burns, TN (across from the Dollar General). Buyers are welcome to attend the bid opening and join us for breakfast. Bids may also be submitted by mail, fax, or email on the attached or similar Bid Offer Form, but must be received no later than 8:00 AM on October 18, 2013. (Morning of the bid). 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 \$5,000.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by November 1, 2013.

#### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.`
- There are 419 individual pulp sized trees marked and 77 cull trees that must be felled or adequately girdled.
- There are 38 uprooted trees located near the southern property line that are painted and eligiable for harvest. These trees and volume estimates are not included in the attached volume summary. The uprooted trees are: Red oak (11-1480 bdft), White oak (10-1726 bdft), Ash (5-306 bdft), Hard maple (6-420 bdft), Hickory (4-436 bdft), Black cherry (1-190 bdft), Black walnut (1-78 bdft).

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

## Logan Timber Sale Volume Summary

## 120.19 acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	877	139,042	159
White oak	719	133,114	185
Yellow poplar	405	108,076	267
Hickory	322	37,422	116
Mixed Hardwoods	214	16,799	79
Hard maple	124	13,949	112
Sweet Gum	60	8,429	140
Post oak	43	3,102	72
Ash	25	2,627	105
Black cherry	27	2,555	95
Chinkapin oak	7	825	118
Black walnut	4	203	51
Total	2827	466,143	165

## Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	139	15,315	110
White oak Stave (3 Clear)	209	27,050	129
Total	348	42,365	122

Hardwood Pulp/topwood	2,280 Tons

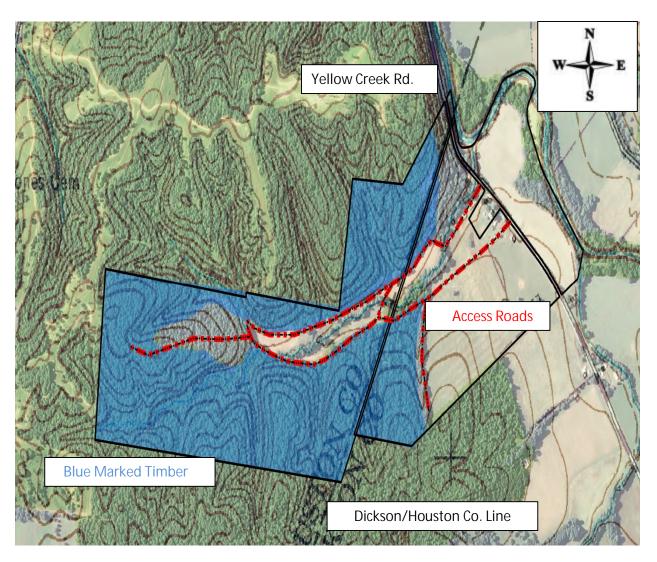
#### Notes:

- \*419 individual pulpwood trees marked with a "dot". 77 cull trees marked with an "X"
- \* Mixed Hardwoods Includes: Black gum, Beech, Sycamore, and Elm
- \* 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 \$5,000.00.
- 3. This Agreement shall be in full force and effect for a period of <u>2 year (24 months)</u> from contract signing date. 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. Within the sale unit all Blue Marked trees must be felled and merchantable products be removed at the option of the buyer.
- 10. 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.
- 11. 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) and Worker's Compensation Insurance as required by law. 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.
- 12. 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.
- 13. 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.

## Logan Timber Sale Map Dickson/Houston County, TN 120.19 +/- acres



Map Scale 1:7000



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# BID OFFER For LOGAN 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 Johnny Logan, in Dickson/Houston County, TN, within 14 days after notice of acceptance by the seller.

My bid for 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.)