

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

November 7, 2013

Carney Timber Sale Notice

Bid Opening: Friday December 6, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. and Mrs. George Carney has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood and cedar timber located on their property near Henrietta in Cheatham County, TN. The property is identified as <u>Control Map 014 Parcel 003.00.</u>

General Description of Sale:

This is a partial clearcut and partial marked sale of hardwood sawtimber, hardwood pulpwood, and Red cedar on a tract consisting of 116.40 acres. The actual sale unit includes 106.04 acres. (44.79 acre clearcut) and (61.25 acre of "blue marked" timber) which contains 316,319 bdft of hardwood timber, 2020 tons of hardwood pulp/topwood, and 918 tons of Red Cedar. All hardwood sawtimber trees average 139 bdft/tree. There are <u>8 White oak</u> trees with an estimated 1,246 bdft of potential <u>Stave</u> and <u>1 White oak</u> tree with an estimated <u>226 bdft</u> of potential <u>Veneer</u>, and 1 Black Walnut tree with an estimated <u>226 bdft</u> of potential <u>Veneer</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 37% of the total volume, followed by Yellow poplar (20%).

The tract has good access off of Hinton Road and would serve as a good winter time job.

Location:

The sale unit is located just south of Hinton Rd near Henrietta, TN. The access road is a 50 foot easement off of an old county road named Jesse Nanny Rd. (Jesse Nanny Road will show up on a GPS). Access from <u>Ashland City, TN</u>: Travel north on HWY 12 for approximately 13.5 miles. Turn left onto Hinton Road and travel approximately 1.9 miles. The access to the tract is the driveway to the adjoining landowner's house. Travel past the house and garage and you will see a cable gate. There is a combination lock on this gate. The code is <u>0911</u>. Travel up the easement to the second gate which also has a combination lock (<u>0911</u>). Go through the gate and you are on the property. (See attached map for forest access roads). Access roads can be traveled with vehicle. (<u>Be sure to lock gates after leaving property</u>).

Sale Description:

The sale includes the area as shown on the attached map. 61.25 acres is designated as "marked" timber and 44.79 acres is designated as clearcut. Within the marked timber 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. Within the clearcut sale unit all trees are eligible for harvest. All merchantable trees within the sale unit must be felled. Any merchantable products can be removed at the option of the buyers. Any products or debris left within the unit must be either windrowed or pushed into piles. This site will be planted after harvest. All property lines around the marked timber are well marked with <u>ORANGE FLAGGING</u>. The clearcut harvest lines are designated with <u>PINK 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 December 6, 2013 at which time they will be opened. The bid opening will be held at <u>Donna's</u> <u>Place in Burns, TN (Across from the Dollar General Store)</u>. 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 <u>8:00 AM on December 6, 2013</u>. (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 December 20, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 256 individual pulpwood trees and 94 Red Cedar trees are marked with a "dot", 29 cull trees marked with an "X"
- A small cemetery is located on the ridge within the clearcut area. There is a buffer marked with flagging. No trees are eligible for harvest 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.
- Acreage was calculated with GPS unit.

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

Carney Timber Sale Volume Summary 106.04 acres

(44.79 acres clearcut, 61.25 acres marked)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	650	117,767	181
Yellow poplar	412	62,511	152
Sweet Gum	312	36,334	116
Hickory	170	23,237	137
Mixed Hardwoods	229	20,953	91
Hard Maple	163	16,130	99
White oak	61	12,099	198
Ash	98	9,269	95
Chinkapin oak	68	7,987	117
Post oak	35	4,227	121
Black walnut	45	4,207	93
Black cherry	26	1,598	61
Total	2269	316,319	139

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
Black walnut Veneer	1	160	160
White Oak Veneer	1	226	226
White oak Stave (3 Clear)	8	1,246	156
Total	9	1,472	164

Red Cedar

Cedar (6-11" dbh)	714 TONS
Cedar (12+" dbh)	204 TONS

Hardwood Pulp/topwood 2020 Tons

Notes:

*44.79 acre clearcut volumes are included in above volume table

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

*256individual pulpwood trees marked with a "dot". 29 cull trees marked with an "X"

*94 individual Red Cedar marked outside clearcut area

* Mixed Hardwoods Includes: Beech, Black gum, and Elm

* The above Volumes are estimates only. Bidders should satisfy themselves to the quanitity 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>24 months (2 years)</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.

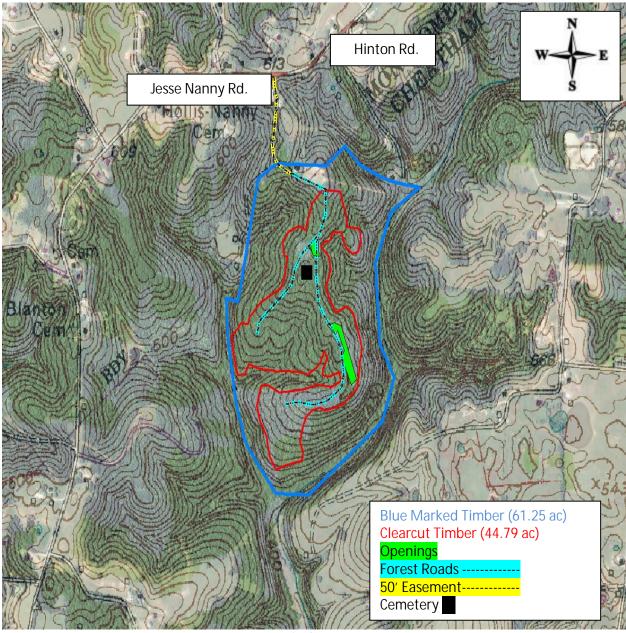
8. Only trees under the terms of this Agreement shall be cut. Trees not designated for sale under this agreement shall be protected against unnecessary injury. No cut, broken, or uprooted trees shall be left hanging in standing trees. All trees cut shall be felled onto the premises of the Seller; any 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. Within the clearcut sale unit all merchantable trees must be cut. All logging debris must be left in a manner that site can be replanted. 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.

Carney Timber Sale Map Cheatham/Montgomery County, TN 106.04 +/- 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 CARNEY 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 Mr. & Mrs. George Carney, in Cheatham 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.)