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April 14, 2014

# Gerville-Reache Timber Sale Notice

### Bid Opening: Friday May 16, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. and Mrs. Gerville-Reache has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Dickson in Dickson County, TN. The property is identified as <u>Control Map 085 Parcel 001.00.</u>

General Description of Sale:

This is a hardwood sale on a 182 acre tract. The actually sale units are 46.59 acres and identified on the attached map. The "blue" unit is selectively marked (36.79 acres) and the "yellow" unit is a seed-tree harvest with the LEAVE TREES marked. (See sale description below for details within each unit). The sale units contain 142,266 bdft of hardwood timber and 940 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 172 bdft/tree. Red oak makes up 39% of the total volume, followed by Hickory (28%), Yellow poplar (22%), and White oak (8%).

#### Location:

The sale unit is located just West of Ridge Road near Dickson in Dickson County, Tennessee. (Sylvia airport borders property to the west). Access from <u>Dickson ,TN</u>: From HWY 70 near the CO-OP turn right onto Yellow Creek Rd. (TN 46/235). Travel approximately 2.1 miles and turn right onto Sycamore Rd. and travel approximately 1.5 miles. Hang to the left onto ridge road and travel approximately 0.7 miles. The entrance to the tract is on your left. There is a low water bridge crossing on the county road (*An Arbor Springs Forestry sign will be located at the entrance*). Travel straight on the access road for approximately 0.4 miles to the barn on your left. The "Yellow" unit is located just southeast of the barn through the hay field. To access the "blue" unit travel past the barn and house and hang to the right through the gap behind the house. You will enter a large hay field and the "blue" marked timber will be located to the north. (See attached map).

The timber can be decked in the edge of the hay fields, but all logging debris must be removed and decking area must be smoothed and seeded after operation.

#### Sale Description:

The sale includes the areas as shown on the attached map. The sale unit totals 46.59 acres. The "Blue" unit is selectively marked. Within this unit only those trees marked with <u>BLUE PAINT</u> at dbh and below stump level are eligible for harvest. All sawtimber sized trees are marked with a "Horizontal Slash",

pulpwood trees are marked with a "*DOT*", cull trees are marked with an "*X*". Sawtimber trees marked with a "*Slash/Dot*" represent a volume reduction. The "Yellow" unit is designated as a seed-tree harvest. All trees within this unit are eligible for harvest EXCEPT the trees marked with <u>YELLOW PAINT</u>. There are 125 trees marked with a Yellow Band and "L". These trees are "LEAVE TREES" and are not eligible for harvest. All sale/property boundaries are well marked with <u>PINK FLAGGING</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 May 16, 2014 at which time they will be opened. The bid opening will be held at <u>Donna's Place</u> in Burns, TN (Across from the Dollar General Store). Buyers are welcome to attend the bid opening and join us for breakfast. 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>9:00 AM on May 16, 2014. (Morning of the bid opening)</u> 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 May 30, 2014

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Access/Haul Road must be passable at all times during the operation.
- 93 individual pulpwood trees and 54 cull trees are marked with Blue paint. These trees must be felled during the operation.
- All trees within the "SEED TREE" cut must be felled with the exception of the "LEAVE TREE" marked with yellow paint.

### 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

## Gerville-Reache Timber Sale Volume Summary 46.59 +/- Acres (36.79 acres select marked) (9.86 seed-tree cut)

Hardwood Volume	Estimates (Doyle F	C 78), (Yellow Poplar FC	80)
Species	# of Trees	Bdft Volume	Average/Tree
Red oak	328	55,894	170
Hickory	252	39,666	157
Yellow poplar	100	31,390	314
White oak	80	10,795	135
Post oak	39	2,369	61
Chinkapin oak	17	1,540	91
Mixed Hardwoods	8	412	52
Hard Maple	2	101	51
Black cherry	3	99	33
Total	829	142,266	172

Estimated Veneer/Stave Volumes from Butt logs					
Species	# of Logs	Bdft Volume	Average/log		
White Oak Veneer	5	782	156		
White oak Stave (3 Clear)	16	1,806	113		
Total	21	2,588	123		

Hardwood Pulp/topwood 940 Tons	5
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Notes:

\*93 individual pulp trees and 54 cull trees marked in "blue" unit

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

\*All trees in "Yellow" unit are eligible for harvest EXCEPT the trees marked with yellow paint

\* 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.

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.

 The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
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 skid roads/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. The Purchaser shall pay to the Seller, as liquidated damages, twice the fair market value for each marketable tree that is not marked for sale but that is intentionally cut or wantonly injured and is in violation of this Agreement. The Purchaser, however, shall not be liable for this penalty in felling trees when making necessary skid ways, roadways, or landing areas, or where trees become unavoidably lodged in the felling process. Any "Leave" trees that may be damaged unintentionally due to skidding or during the felling process are to be left standing. The Seller's agent will inspect the damaged trees and determine if they need to be cut. In the case that they are to be cut, trees will be tallied by Seller's agent and the trees will be eligible for harvest. A Fair Market Value for the damaged trees will be agreed by both parties and trees will be paid for at the end of the logging operation. 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.

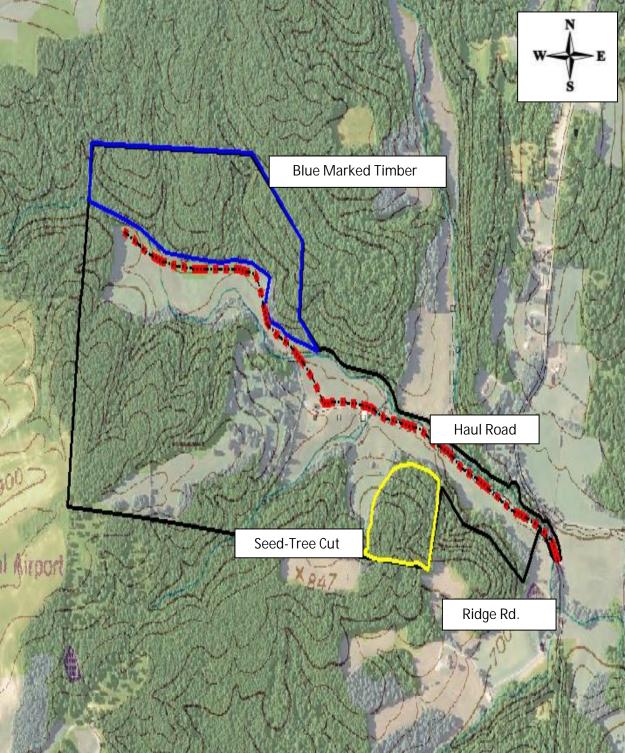
9. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

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.

Gerville-Reache Timber Sale Map Dickson County, TN 46.59 +/- Acre Sale Units



Map Scale 1:9000



# BID OFFER For GERVILLE-REACHE 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 Loic and Ann Gerville-Reache, in Dickson 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.)