

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax) jonathan@arborspringsforestry.com

May 12, 2014

# Vetter Timber Sale Notice

## Bid Opening: Tuesday June 10, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Adrian Vetter has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dickson in Dickson County, TN. The property is identified as <u>Control Map 108 Parcel 027.00.</u>

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a +/- 72 acre tract. The actual sale units include +/- 34 acres of "blue marked" timber which contains 100,775 bdft of hardwood sawtimber and 750 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 129 bdft/tree. There are <u>5 White oak</u> trees with an estimated <u>728 bdft</u> of potential Veneer and <u>25 White oak</u> trees with an estimated <u>728 bdft</u> of potential Veneer and <u>25 White oak</u> trees with an estimated <u>728 bdft</u> of potential Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Red oak makes up 45% of the total volume, followed by White oak (24 %), and Sweet gum (14%).

The proposed haul road can be accessed from CCC Rd through the pasture area. To view the timber it can also be accessed from the landowner's home located at 1099 Manley Loop Rd. (See "location" below for directions).

### Location:

The tract is located southwest of CCC Rd. and east of Manley Loop Rd. The property address is 1099 Manley Loop Rd. <u>Access from Dickson</u>: From HWY 70 travel west approximately 5.5 miles. Turn left onto CCC Rd. and travel approximately 2.2 miles. Turn right onto Manley Loop Rd. and travel approximately 0.3 miles to mailbox 1099. You can pull into the driveway and park near the house. The marked timber begins just south of the house. The proposed haul road is located at the northeast section of the property through the pastures off of CCC Rd. To access this travel another 0.3 miles past Manley Loop Rd on CCC Rd. to a gate off to your right. The proposed haul road is through the pastures. You can go through the gate/gaps to view the timber, but <u>BE SURE TO SHUT THEM BEHIND YOU, CATTLE ARE IN THE PASTURES</u>. (See attached sale map for tract location).

### Sale Description:

The sale unit includes the area highlighted in blue on the attached map. There are +/- 34 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 marked with a "V". Property lines are well marked with <u>ORANGE</u> <u>FLAGGING & GOOD FENCES</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 Tuesday June 10, 2014 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 June 10, 2014. (Morning of the bid). Please call if sending a fax to ensure it was received.

PERFORMANCE BOND: The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$1,500.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by June 24, 2014.

Notes:

- <u>The attached volumes are estimates only</u>. Bidders should satisfy themselves as to the quality and <u>quantity of the said timber</u>.
- <u>There are 421 individual pulp sized trees marked and 61 cull trees that must be felled or adequately girdled.</u>
- <u>The pasture area may be used for decking and hauling</u>. All tops and other logging debris must be removed from the pastures upon the completion of the operation.
- <u>There is an existing ATV trail around the south and east perimeter of the sale unit</u>. This trail can be <u>used for skidding</u>. The trail around the perimeter of the property must be left open after the operation and passable by a tractor or ATV.

# 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

### Vetter Timber Sale Volume Summary 34 +/- acres Marked Timber

Hardwood Volume Estimates (Doyle FC 78) Average/Tree **Species** # of Trees Bdft Volume 338 135 Red oak 45,616 White oak 136 24,031 177 Sweet gum 112 14,148 126 Mixed Hardwoods 77 80 6,182 58 87 Post oak 5,058 37 3,098 84 Hickory 20 2,380 119 Black cherry 2 Ash 142 71 3 Red cedar 120 40 100,775 783 129 Total

Estimated Veneer/Stave Volumes from Butt logs				
Species	# of Logs	Bdft Volume	Average/log	
White Oak Veneer	5	728	146	
White oak Stave (3 Clear)	25	3,074	123	
Total	30	3,802	127	

Hardwood Pulp/topwood 750 Tons

Notes:

\*421 individual pulpwood trees marked with a "dot", 61 cull trees marked with an "X"

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

\* Mixed Hardwoods Includes: Red maple, Black gum, Beech, 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 \$1,500.00.

3. This Agreement shall be in full force and effect for a period of <u>1 year (12 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. Due care needs to be taken along the interior fence between the pasture and marked timber.

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.

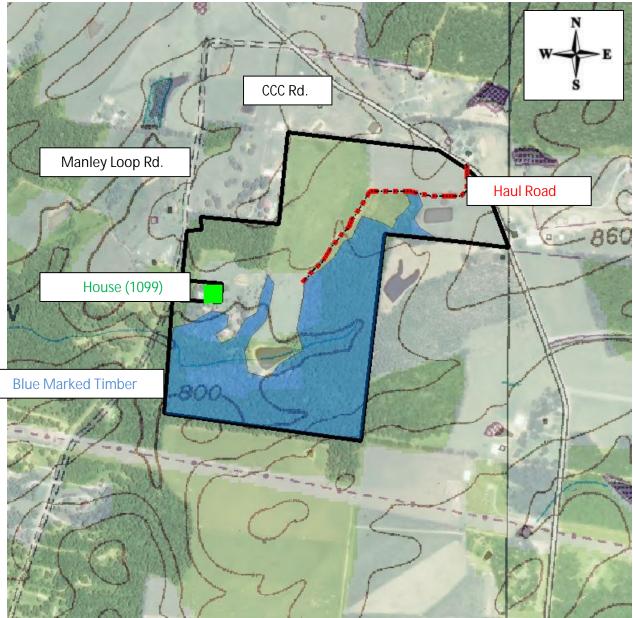
11. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation Insurance 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.

14. All logging debris must be removed from the pasture area. If ruts are made within the pasture they must be smoothed and seeded.

### Vetter Timber Sale Map Dickson County, TN 34 +/- acres sale unit



Map Scale 1:5000 (*Map scale may not be accurate due to file conversion*)



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## BID OFFER For VETTER 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. Adrian Vetter, in Dickson 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.)