

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

October 16, 2014

# Lankford Timber Sale Notice

Bid Opening: Friday November 14, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mrs. Joyce Lankford has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her property near Dover in Stewart County, TN. The property is identified by <u>Control Map 035 Parcel 017.01</u> in the Stewart Co. Assessor of Property office.

## General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a +/- 187 acre tract. The sale units include +/- 57 acres. 17.5 acres is designated as clearcut and 40 acres is selectively cut. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated 260,121 bdft (Doyle Rule) of hardwood sawtimber (4,563 bdft/acre) and 1,596 tons of hardwood pulp/topwood. The hardwood sawtimber tree average is 179 bdft/tree. Yellow poplar makes up 31% of the total volume, followed by Red oak (27 %), and Hickory 12%. All sale and/or property boundaries are flagged with *ORANGE FLAGGING*.

The driveway to the home provides access to the haul roads.

#### Location:

The tract is located northeast of Dover at 999 Antioch Rd. Access from Dover: Travel towards Clarksville on HWY 79 for approximately 1.5 miles. Turn left onto Bumpus Mills Rd. and travel approximately 5.9 miles. Turn left onto Link HWY and travel approximately 3.7 miles. Turn left onto Antioch Rd. and travel approximately 1.5 miles to mailbox 999 accessing the property on the left. The gate to the clearcut areas should be unlocked but please be sure to shut and latch gate after leaving the property. The 2 main sale areas are to either side of the home. (See attached sale map).

## Sale Description:

The clearcut sale areas are highlighted in RED on the attached map. The selectively cut sale areas are highlighted in BLUE on the attached map. There are +/- 17.5 acres of clearcut timber & +/- 40 acres of selectively marked timber. The timber was 100% tallied; therefore each tree to be harvested is marked with <u>BLUE PAINT</u> at DBH and below stump level. Sale unit boundaries are well marked with <u>ORANGE FLAGGING</u>. All trees marked with blue paint are to be felled. Any merchantable product found in the trees can be removed at the option of the buyer. 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 may look at the timber at their convenience. Please call if you wish to make an appointment to be personally shown the timber. For appointment showings or other general questions about the sale contact the associate forester with Arbor Springs Forestry:

Mike Huddleston (931) 387-2655.

## Terms of Sale:

BID OPENING: Sealed bids submitted on a lump sum basis only will be accepted until 10:00 AM CDT on Friday November 14, 2014 at which time they will be opened. The bid opening will be held at The Log Cabin Restaurant on HWY 79 just east of Dover. Buyers submitting a bid are welcome to attend the bid opening. 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 November 14, 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 \$2,000.00 due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by December 5, 2014.

#### Notes:

- <u>The attached volumes are estimates only</u>. <u>Bidders should satisfy themselves as to the quality and quantity of the said timber</u>.
- There are 738 individual pulp sized trees marked with a "dot" and 24 Cull trees marked with an "X".
- All blue marked trees within the sale unit boundaries must be felled. Any merchantable product found can be removed at the option of the buyer.
- Harvesting around the tobacco fields must be scheduled to avoid interfering with this farm activity including making sure top slash is pushed back into the original wood's edge.

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 615-498-8700

# Lankford Timber Sale Volume Summary

# 57 +/- acres (+/- 17 acre Clearcut/+/- 40 acre Marked timber)

# Hardwood Volume Estimates (Doyle FC 78)

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	275	80,739	294
Red oak	335	71,215	213
Hickory	225	31,588	140
Mixed Hardwoods	238	28,092	118
Hard maple	172	18,507	108
White oak	35	12,001	343
Sweet gum	81	8,014	99
Ash	50	5,694	114
Black cherry	38	3,688	97
Black walnut	8	583	73
Total	1457	260,121	179

## Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	3	546	182
White oak Stave (3 Clear)	10	1,557	156

Hardwood Pulp/topwood	1,596 Tons
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## Notes:

<sup>\*739</sup> individual pulpwood trees marked with a "dot". 24 Cull trees marked with an "X"

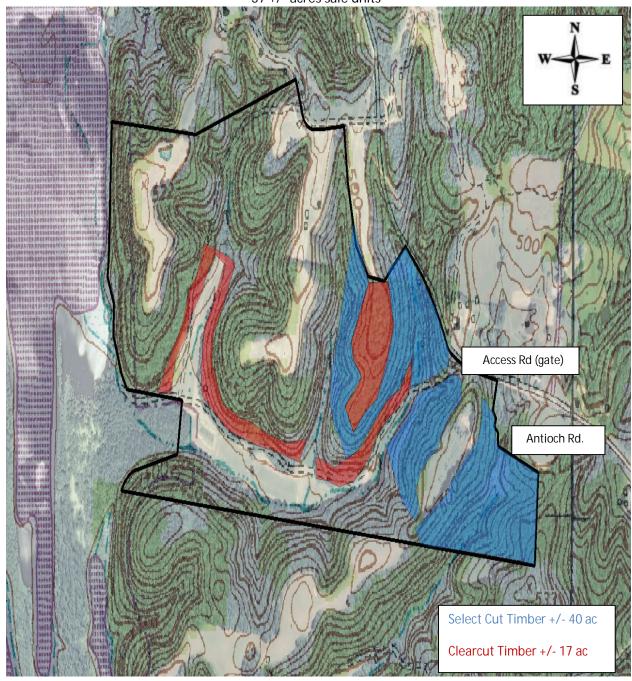
<sup>\*</sup> Mixed Hardwoods Includes: Black gum, Beech and Elm

<sup>\*</sup> 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 \$2.000.00.
- 3. This Agreement shall be in full force and effect for a period of <u>1.5 years (18 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 may be granted on request 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 follow Tennessee "Best Management Practices" to stabilize highly disturbed areas 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 be the responsibility of the Purchaser.
- 9. All BLUE marked trees within the sale unit boundaries must be felled. Any merchantable product found can 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. Any damage to tree stands or hunting blinds within the sale unit is not the responsibility of the Purchaser. It is the Seller's responsibility to remove these items before the operation begins.

Lankford Timber Sale Map Stewart County, TN 57 +/- acres sale units



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



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# BID OFFER For LANKFORD 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 Mrs. Joyce Lankford, in Stewart 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 in the timber sale notice.)