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December 12, 2014

# Flippin Timber Sale Notice

Bid Opening: Tuesday, January 13, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Jerry Flippin of "Flippin-Flippin" has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Trenton in Gibson County, TN. The property is identified as <u>Control Map 097 Parcel 043.00</u>, <u>Deed Book 106 Page 244.</u>

#### General Description of Sale:

This is a +/- 29.75 acre sale of high quality bottomland hardwood timber. +/- 25 acres of the unit is marked with "blue" timber marking paint in which only the marked trees are eligible for harvest. 4.7 acres of the sale unit is designated as clearcut. There is an estimated 284,012 bdft of hardwood sawtimber (9,546 bdft/acre), and 875 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 320 bdft/tree. Sweet gum makes up 30% of the total volume, followed by Willow oak (28 %), and Red oak spp. (12%). The clearcut sale boundaries are marked with *ORANGE FLAGGING* which is inside of the property boundaries. The Southern property boundary is flagged with *PINK FLAGGING*. The North, East & West boundaries are identified by either crop fields or the river.

The access road to the timber is located off of Bobby Burgess Rd. The proposed haul road is the existing farm road leading to the cotton field east of the timber. There is a ditch between the timber and the filed in which a temporary tile of approximately 48 inches will likely be required to access the timber. The edge of the field can be used as a loading area if so desired. (See Sale Map for haul road location.) All BMP's shall be followed.

#### Location:

The sale unit is located north of Bobby Burgess Rd. and East of HWY 45 near Trenton, TN. <u>Access from Milan, TN:</u> Travel North on US-43 for approximately 4.1 miles. Turn left onto Concord Cades Rd. and travel another 1.0 miles. Turn right onto Bobby Burgess Rd. and travel approximately 0.8 miles to the access road located on your right. The access road is located in a sharp turn in the county road. You can park near the county road and walk the edge of the crop field to the block of timber. (See enclosed sale map)

#### Sale Description:

The clearcut sale unit includes the area highlighted in "green" on the attached map. The marked sale unit includes the area highlighted in "blue". There are +/- 25 acres of marked timber and 4.7 acres of

clearcut timber. Within the clearcut unit, a 10 BAF prism cruise was performed to derive the volume estimates. Within the marked timber, a 100% tally was performed; therefore each tree eligible for harvest is marked with <u>BLUE PAINT</u> at dbh and below stump level. The clearcut sale unit boundaries are well marked with <u>ORANGE FLAGGING</u>. All trees within the clear cut unit are eligible for harvest and must 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 are welcome to look at the timber at your convenience. We 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 on Tuesday January 13, 2015 at which time they will be opened. The bid opening will be held at Bank of Milan conference room located at 2011 E Van Hook St., Milan, TN 38358. Buyers 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 7.00 AM on January 13, 2015. (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 \$3,500.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by January 27, 2015.

#### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The prism cruise shows 298 individual pulp trees. The average dbh of the pulp is 9.3 inches.
- <u>All trees within the clearcut unit are eligible for harvest and required to be felled. Any merchatable</u> product can be removed at the option of the buyer.
- The acreage for the clearcut unit was determined with a hand held GPS. The acreage is accurate within +/- .10 of an acre.

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

# Flippin Volume Summary 29.75 +/- acres

# 25 +/- acres Marked Timber, 4.7 acres Clearcut Timber

Hardwood Timber Volume Estimates
ALL TIMBER

Doyle FC 78 (Sweet gum FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Sweet Gum	465	85,376	184
Willow Oak	78	80,116	1027
Red oak spp.	46	34,035	740
Mixed Hardwood	129	28,689	222
Cherrybark Oak	36	19,746	549
Ash	79	17,863	226
White oak spp.	50	16,451	329
Hickory	5	1,736	347
Total	888	284,012	320

#### Notes:

\*Red oak Spp. Includes: Nuttall oak & Pin

oak

- \*41 individual pulpwood trees marked with a "dot". 7 cull trees marked with an "X"
- \* 10 BAF Prism shows 298 individual pulpwood trees within the 4.7 ac unit (9.3 average dbh)
- $^{\star}$  4.7 acre clearcut unit was calculated with handheld GPS and 5 TEN BAF prism plots
- \* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

<sup>\*</sup>White oak Spp. Includes: Swamp Chestnut oak & Overcup oak

#### **Hardwood Timber Volume Estimates**

# BLUE MARKED TIMBER (+/- 25 ACRES)

Doyle FC 78 (Sweet gum FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Willow Oak	78	80,116	1027
Sweet Gum	153	45,205	295
Red oak spp.	39	33,146	850
Cherrybark Oak	32	17,989	562
Ash	79	17,863	226
White oak spp.	50	16,451	329
Mixed Hardwood	32	6,505	203
Hickory	5	1,736	347
Total	468	219,011	468

### **Hardwood Timber Volume Estimates**

## **CLEARCUT TIMBER (4.7 ACRES)**

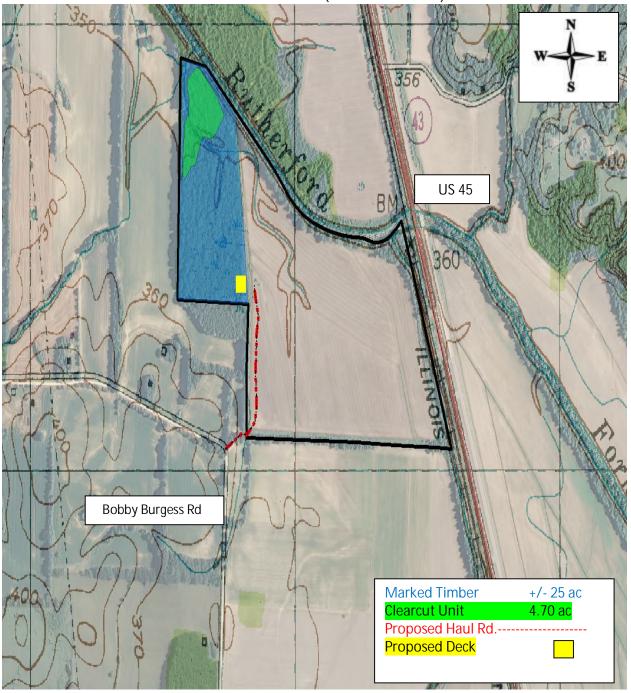
Doyle FC 78 (Sweet gum FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Sweet Gum	312	40,171	129
Mixed Hardwood	97	22,184	229
Cherrybark Oak	4	1,757	439
Red oak spp.	7	889	127
Total	420	65,001	155

#### 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 \$3,500.00.
- 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 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 by the Purchaser.
- 9. All trees within the CLEARCUT sale unit boundaries are eligible for harvest and 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.

Flippin Timber Sale Map Gibson County, TN 29.75 +/- acres sale unit (4.70 acres clearcut)



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



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# BID OFFER For FLIPPIN 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. Jerry Flippin, in Gibson 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.)