

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

January 7, 2015

# Foster Timber Sale Notice

## Bid Opening: February 6, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Travis & Sarah Foster has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on thier property near Goodlettsville in Davidson County, TN. The property is identified as Parcel ID 023 00 0 160.00.

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a sale unit consisting of +/- 31 acres, which contains 139,685 bdft of hardwood sawtimber and 460 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 208 bdft/tree. Yellow poplar makes up 31% of the total volume, followed by Hickory (16%), Mixed hardwoods (14%), Hard Maple (8%), Ash (8%), and White oak (7%). There are <u>2 White oak trees</u> with <u>428 bdft</u> tallied as having potential veneer quality butt logs. These trees are marked with a "V" above the "slash". There are <u>10 White oak trees</u> with <u>1,844 bdft</u> tallied as having potential stave quality butt logs.

## Location:

The sale unit is located at 2420 Crocker Springs Rd. near Goodlettsville in Davidson County, TN. Access from <u>I-24W</u>: Take exit 40 (TN-45 Old Hickory Blvd.). Turn left off the exit and travel 1.1 miles. Turn right onto Lickton Pike and travel 2.3 miles. Turn left onto Crocker Springs Rd. and travel 1.1 miles. Travel up Crocker Springs Rd. for about 0.2 miles to the driveway on the right. There are a few trailers at the entrance of the driveway. (Look for mailbox 2420). Travel up the gravel road and stay to the right until you reach the Fosters home. Just before you get to the home there is an old road bed leading up the ridge to the marked timber. This is the anticipated route to bring timber out.

### Sale Description:

The sale includes the areas shaded in blue as shown on the attached map. There are +/- 31 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 in volume estimate. Property lines are marked with <u>ORANGE FLAGGING & OLD FENCE</u>. All BMP'S must be followed during the operation. On the attached map the proposed haul road is shown as a Pink dotted line. Skid trails and log decks must be approved by owner/agent in advance.

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 February 6, 2015 at which time they will be opened. The bid opening will be held at <u>Arbor</u> <u>Springs Foresty Office located at 333 Beechwood Dr., Burns, TN</u>. Buyers are welcome to attend the bid opening and join us for coffee. 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 February 6, 2015 (Morning of the bid opening)</u> 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 February 20, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Decking area is negotiable either near the home or on the ridge. If near the home, the decking area "butt offs" must be removed from site of the home and area smoothed and seeded.
- \*48 individual pulpwood trees marked with a "dot". 8 cull trees marked with an "X". These trees must be felled or adequately girdled during the operation.

# 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

## Foster Timber Sale Volume Summary 31 +/- acres

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)				
Species	# of Trees	Bdft Volume	Average/Tree	
Yellow poplar	150	43,732	292	
Hickory	105	22,366	213	
Mixed Hardwoods	125	19,344	155	
Hard Maple	92	12,415	135	
Ash	75	12,128	162	
White oak	37	10,685	289	
Red Oak	33	10,382	315	
Chinkapin oak	20	4,159	208	
Black walnut	27	3,365	125	
Chestnut oak	6	1,109	185	
Total	670	139,685	208	

Estimated Veneer/Stave Volumes from Butt logs				
Species	# of Logs	Bdft Volume	Average/log	
White Oak Veneer	2	428	214	
White oak Stave (3 Clear)	10	1,844	184	
Total	12	2,272	189	

Hardwood Pulp/topwood 460 Tons

Notes:

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

\*48 individual pulpwood trees marked with a "dot". 8 cull trees marked with an "X"

\* Mixed Hardwoods Includes: Sycamore, Beech, Sweet gum, Black gum, Hackberry, & Sassafras

\* 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>18 months (1.5 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 "Pre-Harvest" 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. 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.

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.

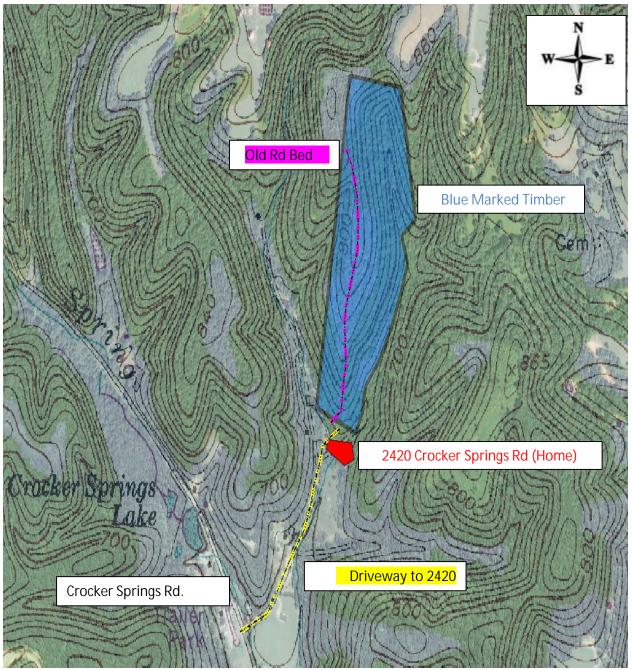
10. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) as well as Worker's Compensation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

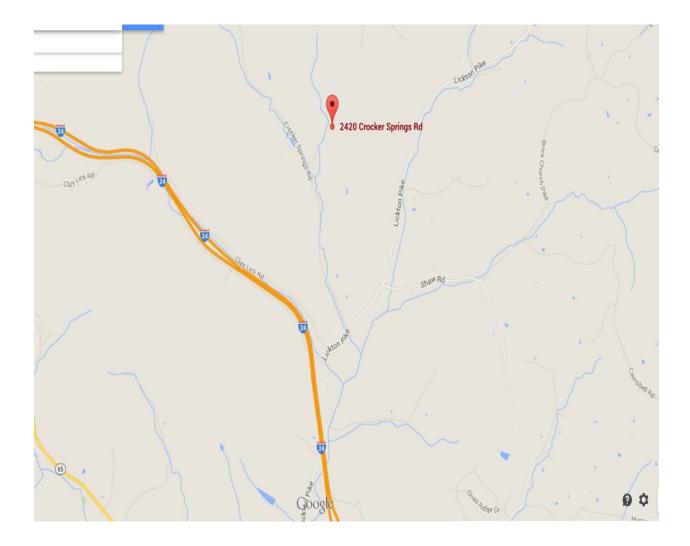
13. Seller and/or Seller's hunting lessee are responsible for removing any deer stands throughout the sale unit. Purchaser is not responsible for damage to deer stands.

Foster Timber Sale Map Davidson County, TN 31 +/- Acre Sale Unit



Map Scale 1:5000 (Map Scale may be inaccurate due to file conversion)

# Foster Location Map





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## BID OFFER For FOSTER 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 Travis & Sarah Foster in Davidson 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.)