

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax)

jonathan@arborspringsforestry.com

January 23, 2015

## Robert Baggett Timber Sale Notice

Bid Opening: Friday February 20, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Robert Baggett has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Greenbrier in Robertson County, TN. The property is identified as Control Map 130 Parcel 217.00 Deed Book 1556, Page 709.

## General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of +/- 184 acres. The actual sale unit includes +/- 107 acres of "blue marked" timber which contains 362,819 bdft of hardwood sawtimber and 1,200 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 207 bdft/tree. Red oak makes up 27% of the total volume, followed by White oak (23 %), and Yellow poplar (21%). There are 13 White oak trees with 2,246 bdft tallied as showing potential VENEER characteristics for the butt logs, and 68 White oak trees with 10,010 bdft tallied as showing potential STAVE characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash".

## Location:

The sale unit is located at 1916 Edgar Dillard Rd. near Greenbrier, TN. Access from I24 EXIT # 35 (Whites Creek Pike): From the exit travel north on 431 towards Springfield for approximately 1.6 miles. Turn right onto Greenbrier Rd and travel approximately 4.4 miles to 1916 Edgar Dillard Rd. (Greenbrier road turns into Edgar Dillard Rd.) The sale units are located to your left. The driveway to the home is a paved lane that leads to the home through bean fields. Access to view the timber is around the edges of the fields. If fields are wet be careful not to get a vehicle hung up. There is a "run-way" located through the middle of the field. Stay off to the side of this area if ground is wet. (See enclosed sale map for access roads).

Access to remove timber will have to be along the edges of the fields. This operation will have to be a dry weather operation.

## Sale Description:

The marked timber includes the areas shaded in blue as shown on the attached map. The pink shaded area on the map is the home site and surrounding buffer zones. The marked timber is +/- 107 acres. 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>PINK FLAGGING & OLD FENCE</u>. All BMP'S must be followed during the operation. There are several small intermittent drainages in which Streamside Management Zones will be in place. In accordance with BMP's tops must be pulled out of these drains if they fall into them. On the attached map the proposed access road to view timber is outlined in "Yellow". Haul roads and decking areas are negotiable with the successful purchaser, but must be approved in advance with Seller and/or Seller's Agent.

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 20, 2015 at which time they will be opened. The bid opening will be held at <u>Arbor Springs Forestry Office (333 Beechwood Dr., Burns, TN 37029).</u> Buyers are welcome to attend the bid opening. 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 20, 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 \$3,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment is due by at contract signing by March 6, 2015.

### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 295 individual pulpwood trees marked with a "dot". 54 cull trees marked with an "X". These trees must be felled during the operation. Any merchantable products can be removed at the option of the buyer.
- Access to remove timber is negotiable with the successful bidder, but most likely the fields will have to be used. No log trucks will be allowed on the paved lane leading to the home site.

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

# Baggett Volume Summary 100% Talley 107 +/- acres (marked timber)

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	434	98,911	228
White oak	390	85,813	220
Yellow poplar	194	75,295	388
Chestnut oak	156	27,798	178
Hard Maple	213	25,191	118
Ash	114	19,196	168
Hickory	139	17,546	126
Mixed Hardwoods	95	10,716	113
Post oak	12	1,352	113
Chickapin oak	3	486	162
Black cherry	4	383	96
Black walnut	1	132	132
Total	1755	362,819	207

## Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	13	2,246	173
White oak Stave (3 Clear)	68	10,010	147
Total	81	12,256	151

Hardwood Pulp/topwood	1,200 Tons

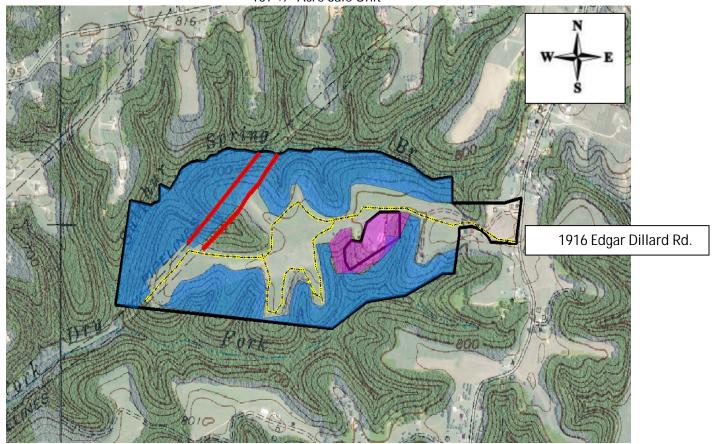
## Notes:

- $^{\star}295$  individual pulpwood trees marked with a "dot". 54 cull trees marked with an "X"
- \* Mixed Hardwoods Includes: Black gum, Beech, Elm, Sweet gum & Sycamore
- \* The above Volumes estimates are for informational purposes only. Bidders should satisfy themselves to the quantity and quality of said timber.

## TERMS AND CONDITIONS OF SALE

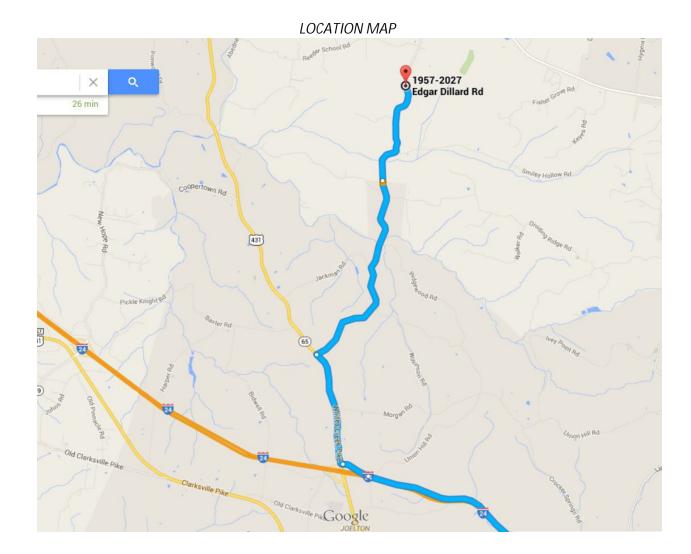
- 1. The Purchaser agrees to make payment to the Seller at contract signing.
- 2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$3,500.00.
- 3. This Agreement shall be in full force and effect for <u>18 months (1.5 years)</u>. Should restoration 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. Logging debris must be left as low as reasonable possible. Normally this would be +/- 4 feet from the ground maximum. 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.
- 14. All logging debris must be removed from fields. Fields must be smoothed of all ruts that may occur during the operation.

Baggett Timber Sale Map Robertson County, TN 107 +/- Acre Sale Unit



Marked Timber +/-107 ac
Buffer Area/Home Site
Gas Lines----Access to view Timber-----

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





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## BID OFFER For ROBERT BAGGETT 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. Robert Baggett in Robertson 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.)