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July 1, 2015

## Choate Timber Sale Notice

*Bid Opening: Thursday July 23, 2015 at 10:00 AM CDT*

*\*\*The following bid invitation is for 2 separate tracts of timber. A bid will be required for each tract. Please submit a bid form for each tract you wish to bid on. Tract # 1 has a Unit 1 & Unit 2. See Sale Map.\*\**

Attn: Buyers of Standing Timber,

Mrs. Emily Choate has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her properties near Pegram in Davidson County, TN. The properties are identified as Parcel ID 10000003800, 10000000900 (Tract 1-Unit 1), Parcel ID 11300005300 (Tract 1-Unit 2), and Parcel ID 11300000700 (Tract 2).

### General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on two separate tracts consisting of four parcels (*see sale map*). The tracts will be described as Tract 1 (Unit 1 & 2) and Tract 2. Total estimated sawtimber volume is 180,914 bdf.

Tract # 1 (Unit 1 & 2): The sale unit includes +/- 41.5 acres of "BLUE & ORANGE MARKED" timber which contains 103,605 bdf of hardwood sawtimber and 600 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 155 bdf/tree. There are 13 White oak trees with an estimated 1,873 bdf of potential Stave. The estimated Stave is pulled out of the total volumes for each species. Red oak makes up 21% of the total volume, followed by Yellow poplar (20%), and White oak (15%). Unit 1 is marked with ORANGE marking paint because it is directly adjacent to Tract 2.

Tract # 2: The sale unit includes +/- 24 acres of "BLUE MARKED" timber which contains 77,309 bdf of hardwood sawtimber and 480 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 192 bdf/tree. There are 2 White oak trees with an estimated 633 bdf of potential Veneer and 10 White oak trees with an estimated 2,356 bdf of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Yellow poplar makes up 23% of the total volume, followed by White oak (19%), and Red oak (18%).

Tract 1-Unit 1 and Tract 2 can be accessed from Old Pond Creek Rd. Tract 1-Unit 2 can be accessed directly from Old Charlotte Pike (See sale map for access roads and proposed decking areas.) The tracts have good access for hauling and loading purposes. BMP's must be applied throughout the sale including removal of tops from SMZ's.

### Location:

The sale units are located along Old Charlotte Pike, which is located in the western portion of Davidson County. The addresses are 8040 Old Pond Creek Rd., Pegram, TN (Tract 1-Unit 1 & Tract 2) and 8163 Old Charlotte Pike, Pegram, TN (Tract 1-Unit 2). Access from I-40 Pegram: Exit at 192 from I40 and travel north on McCrory Ln for 1.3 miles. Turn left onto HWY 70 and make an immediate right onto Old Charlotte Pike just past the gas station. Travel on Old Charlotte Pike for approximately 3.6 miles to the intersection of Old Pond Creek Rd. To access Tract 1-Unit 1 and Tract 2 turn left onto Old Pond Creek Rd. and travel 0.2 miles to the first gravel drive on your right. Turn up the gravel drive and travel the ridge road to the dead end at the old house. Tract 1-Unit 1 is off the north side of the ridge and Tract 2 is off the south side of the ridge. To access Tract 1-Unit 2 travel 0.3 miles east from the intersection on Old Charlotte Pike to mailbox 8163 on your right. The timber is located on the ridge behind the home. The seller understands that the yard and driveway will need to be used to remove timber.

### Sale Description:

The sale units are shown on the attached map. (Tract 1 (Unit 1 & 2) highlighted in Yellow), (Tract 2 highlighted in Red).

Tract 1 (Unit 1 & 2): There are +/- 41.5 acres of marked timber. Within the sale unit only those trees marked with BLUE & ORANGE PAINT 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/Sale boundaries are well marked with PINK FLAGGING and/or OLD FENCES. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. SMZ's are not flagged on the ground, but shown on the map. BMP's must be applied throughout the sale.

Tract 2: There are +/- 24 acres of marked timber. Within the sale unit only those trees marked with BLUE PAINT 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 well marked with PINK FLAGGING and/or OLD FENCE. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. SMZ's are not flagged on the ground, but shown on the map. 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 Thursday July 23, 2015 at which time they will be opened. The bid opening will be held at Jeanne's Café (Burns, TN) (Across from Dollar General on HWY 96). 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 9:00 AM on July 23, 2015. (Morning of the bid). Please call if sending a fax to ensure it was received.

**PREFORMANCE BOND:** The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00. This will be due at contract signing.

**PAYMENT:** 100% of payment for said timber is due at contract signing by August 6, 2015.

Notes:

- *The attached volumes are estimates and for informational purposes only. The Seller and Seller's Agent (Arbor Springs Forestry) makes no guarantees to the quantity and quality of marked timber. Bidders should satisfy themselves as to the quality and quantity of the said timber.*
- *Marked individual pulp sized trees must be felled or adequately girdled. Products found in these trees can be removed at the option of the buyer.*
- *On Tract 1-Unit 2 the yard area around the house can be used as a decking area. Area must be smoothed back and seeded with fescue grass upon completion of operation.*

THE OWNERS 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

*\*\*Volumes Summaries are listed Below for each tract. Again Tract 1-Unit 1 (BLUE PAINT), Tract 1-Unit 2 (ORANGE PAINT), and Tract 2 (BLUE PAINT).*

*\*\*The TERMS & CONDITIONS that follows will apply to both Tracts. Remember that a separate bid is required for each tract.\*\**

Choate Timber Sale Tract 1-Unit 1 & Unit 2  
Volume Summary

32 +/- Acres (Orange Marked Timber U1), 9.5 +/- Acres (Blue Marked Timber U2)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	108	21,027	195
Hard Maple	92	11,207	122
Red oak	119	21,427	180
Ash	78	8,963	115
White oak	81	15,914	196
Hickory	48	7,401	154
Mixed Hardwoods	35	4,331	124
Chestnut oak	63	8,516	135
Chinkapin oak	14	2,239	160
Black cherry	7	1,120	160
Post oak	11	578	53
Black walnut	9	882	98
<b>Total</b>	<b>665</b>	<b>103,605</b>	<b>156</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave (3 Clear)	13	1,873	144
<b>Total</b>	<b>13</b>	<b>1,873</b>	<b>144</b>

Hardwood Pulp/topwood	600 Tons
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Notes:

\* 49 pulpwood trees marked with a "dot". 18 Cull trees marked with an "X"

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

\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

\*Mixed Hardwoods Includes: Beech, Sassafras, Elm, Basswood, & Locust

\* Overall volume for Unit 1= 76,264 bdft. Unit 2= 27,341 bdft.

Choate Timber Sale Tract 2  
Volume Summary  
24 +/- Acres (Blue Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	46	17,718	385
White oak	65	14,915	229
Red oak	60	13,870	231
Chestnut oak	47	6,327	135
Ash	52	5,512	106
Hickory	27	5,199	193
Mixed Hardwoods	27	3,656	135
Hard Maple	20	3,222	161
Sweet gum	17	3,207	189
Post oak	24	2,024	84
Black walnut	16	1,611	101
Chinkapin oak	1	48	48
<b>Total</b>	<b>402</b>	<b>77,309</b>	<b>192</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	2	633	317
White oak Stave (3 Clear)	10	2,356	236
<b>Total</b>	<b>12</b>	<b>2,989</b>	<b>249</b>

Hardwood Pulp/topwood	480 Tons
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Notes:

\* 45 pulpwood trees marked with a "dot". 20 Cull trees marked with an "X"

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

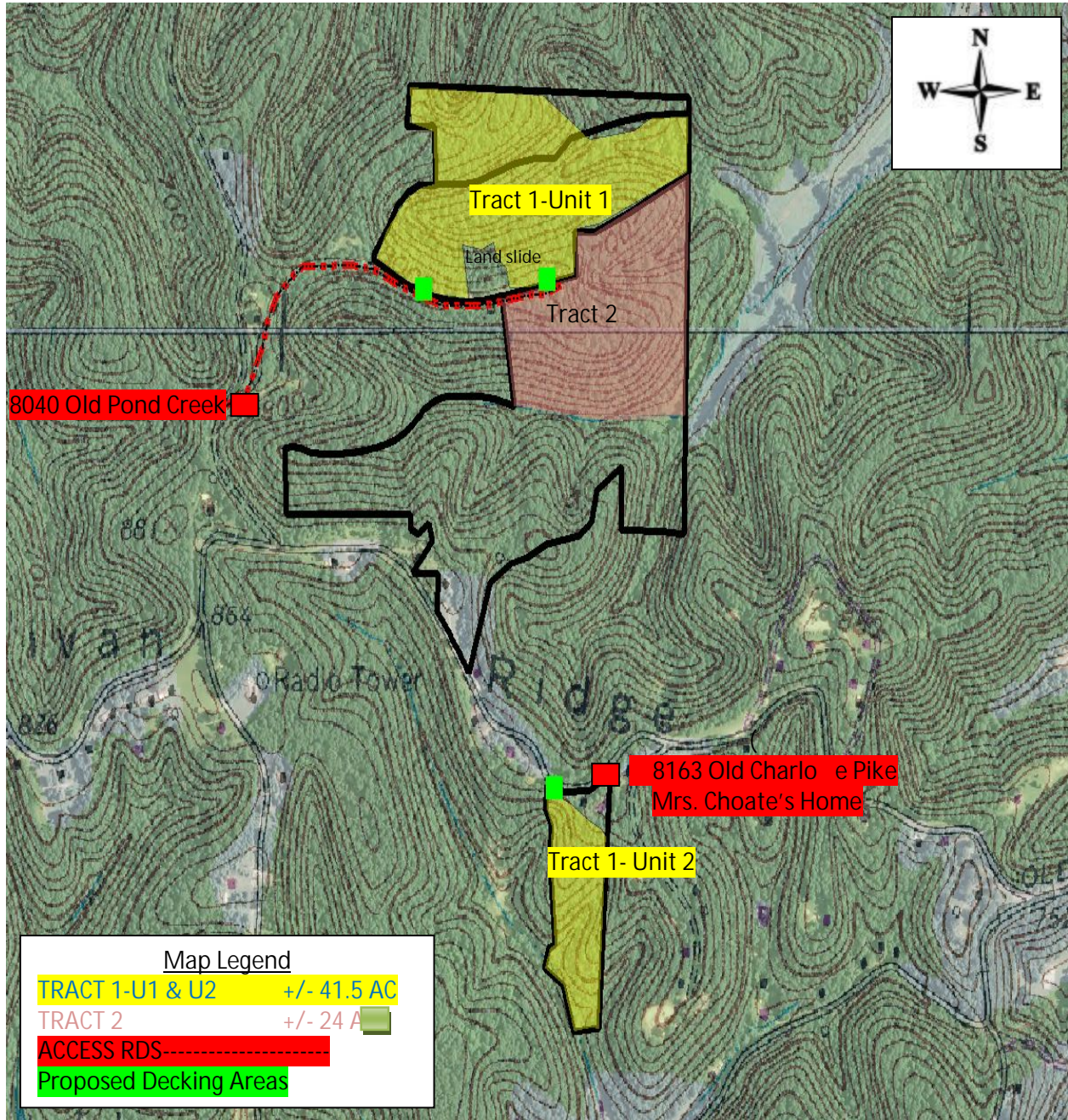
\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

## 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 \$2,500.00 for each tract. This is due at contract signing.
3. This Agreement shall be in full force and effect for a period of 1.5 years (18 months) 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. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues. Details about restoration will be outlined in Timber Sale Contract.
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. Within the sale units all 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.



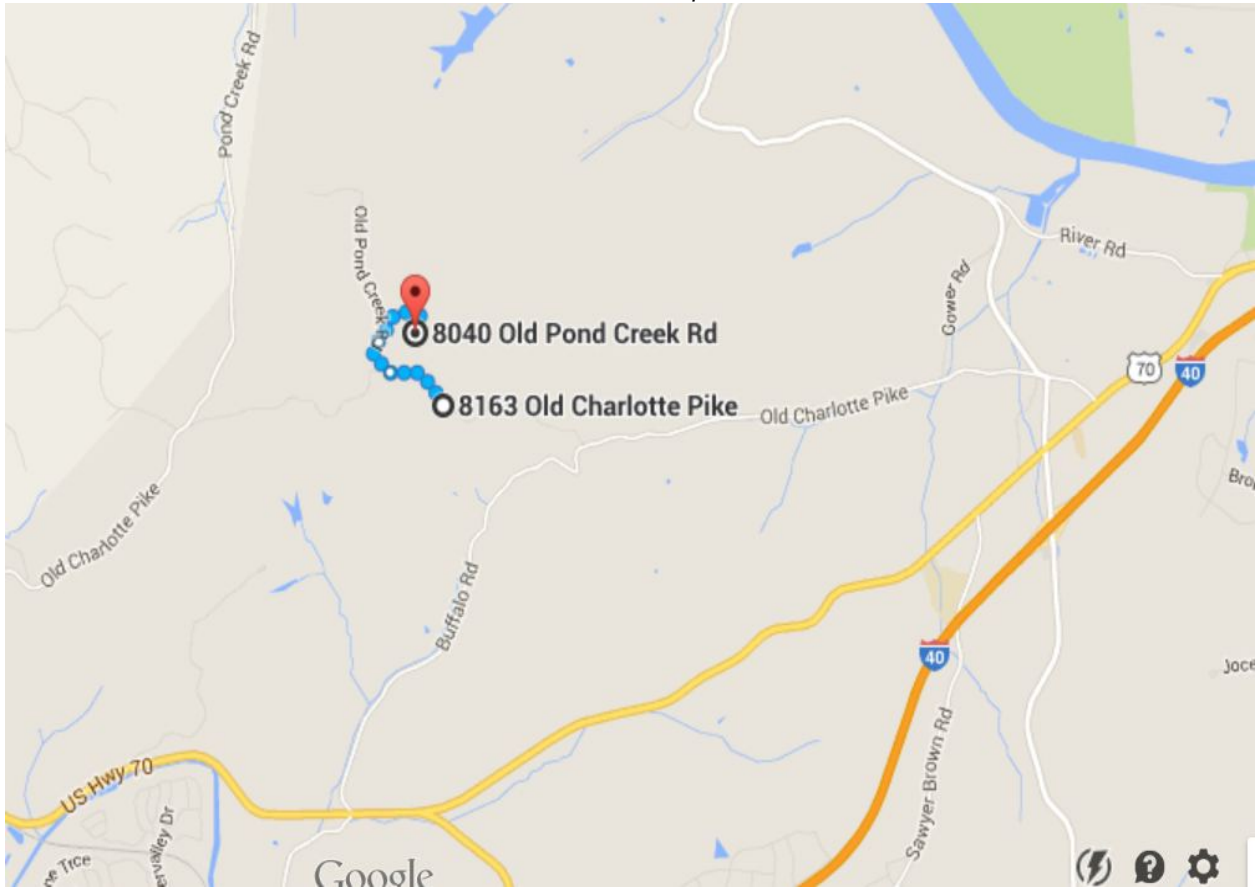
Timber Sale Map  
Davidson County, TN  
65.50 +/- acres sale units (TOTAL)



Map Scale 1:5000

(Map scale may not be accurate due to file conversion)

Location Map







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## BID OFFER

For

### CHOATE 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 Grace Community Church, in Davidson County, TN, within 14 days after notice of acceptance by the seller.

My bid for timber offered for sale in TRACT 1 is: \_\_\_\_\_

My bid for timber offered for sale in TRACT 2 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.)