

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

September 14, 2015

Flowers Timber Sale Notice

Bid Opening: Friday October 9, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Carl Flowers has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dover in Stewart County, TN. The property is identified by <u>Control Map 044 Parcel 077.00</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 +/- 94 acre tract. The sale units include +/- 41 acres. All units are shown on the attached sale map; other timber on the property is comprised of old field area and has no marked timber. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated 188,573 bdft (Doyle Rule) of hardwood sawtimber (4,599 bdft/acre) and 950 tons of hardwood pulp/topwood. The hardwood sawtimber tree average is 172 bdft/tree. Red oak makes up 41% of the total volume, followed by Yellow poplar (21%), and White oak (19%). There are 17 White oak butt logs that show potential VENEER characteristics and 54 White oak butt logs that show potential STAVE characteristics (See Volume Summary). All sale and/or property boundaries are flagged with PINK FLAGGING.

The tract has good access from Bazzie Dock Rd.

Location:

The tract is located northeast of Dover at on Bazzie Dock Rd. The entrance gate to the tract is located directly across the road from 517 Bazzie Dock Rd. The gate will not be locked and a silver camper is parked in the pasture off to the left. <u>Access from Dover:</u> Travel towards Clarksville on HWY 79 for approximately 1.5 miles. Turn left onto Bumpus Mills Rd. and travel approximately 3.3 miles. Turn right onto Bazzie Dock Rd and travel approximately 1.9 miles. The access gate will be on your right directly across from 517 mailbox. Access roads shown on the attached map can be traveled with a vehicle. (See attached sale map).

Sale Description:

The sale units are highlighted in BLUE on the attached map. There are +/- 41 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. Property boundaries are well marked with <u>PINK FLAGGING</u>. There is also pink flagging along the south access road to show you where to park and view the smaller blocks of

timber near the southeast corner of the property. The blocks are areas of large timber between the grown up field areas. 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 me.

Terms of Sale:

BID OPENING: Sealed bids submitted on a lump sum basis only will be accepted until 10:00 AM CDT on Friday October 9, 2015 at which time they will be opened. The bid opening will be held at Jeanine's Café in Burns, TN (2102 HWY 96). 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 9:00 AM on October 9, 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 \$2,500.00 due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by October 30, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There are 20 individual pulp sized trees marked with a "dot" and 12 Cull trees marked with an "X".
- Logging debris must be removed from the open areas and pushed back into the edge of the woods.
- <u>A temporary crossing will be required to remove timber on the south end of the property</u>. <u>This must adhere to proper BMP's.</u>

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

Flowers Timber Sale Volume Summary Acros (Plus Marked Timber

41 +/- Acres (Blue Marked Timber)

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

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Species	# of Trees	Bdft Volume	Average/Tree
Red oak	521	77,659	149
Yellow poplar	149	38,873	261
White oak	170	35,510	209
Hickory	113	16,556	147
Chestnut oak	51	9,482	186
Mixed Hardwoods	33	4,029	122
Sweet gum	24	2,964	124
Ash	23	1,977	86
Hard Maple	5	724	145
Post oak	4	501	125
Black cherry	3	298	99
Total	1096	188,573	172

Estimated Veneer/Stave Volumes from Butt logs

		3	
Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	17	2,745	161
White oak Stave (3 Clear)	54	7,890	146
Total	71	10,635	150

Hardwood Pulp/topwood	950 Tons

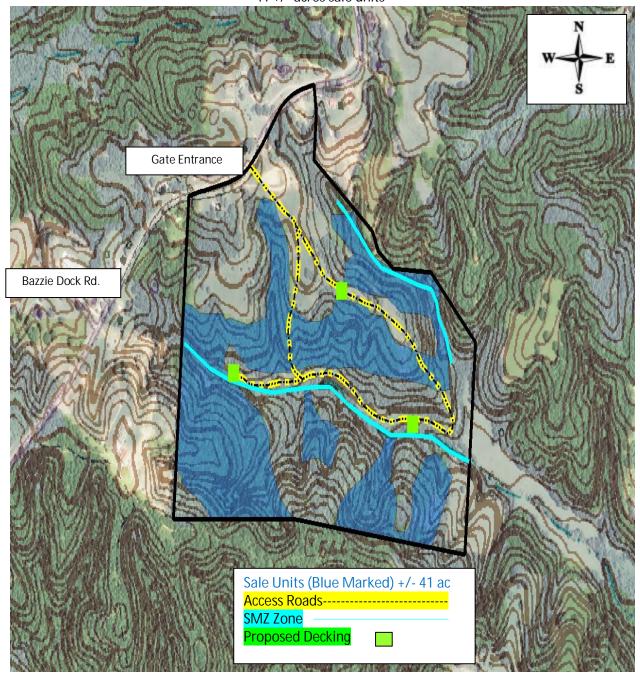
Notes:

- * 20 pulpwood trees markes with a "dot". 12 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

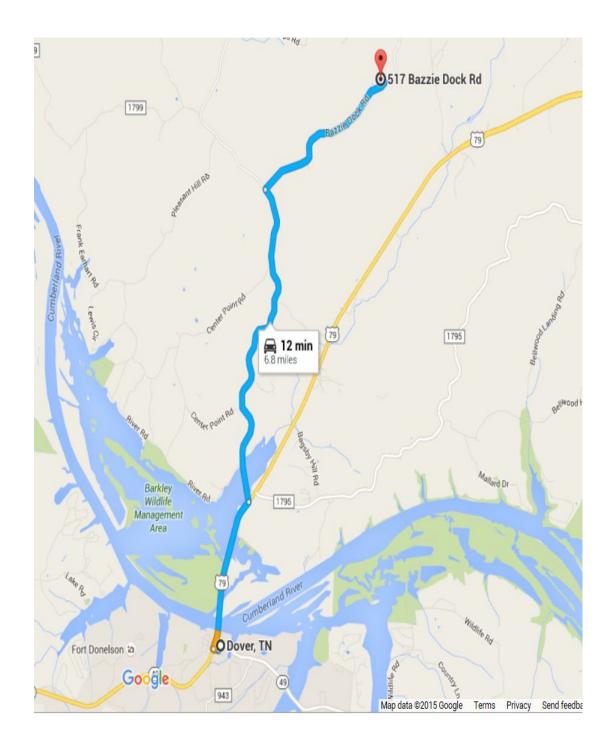
- 1. The Purchaser agrees to make payment to the Seller at contract signing.
- 2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00.
- 3. This Agreement shall be in full force and effect for a period of 1.5 years (18 months) from contract signing date. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser 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.

Flowers Timber Sale Map Stewart County, TN 41 +/- acres sale units



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

LOCATION MAP





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BID OFFER For FLOWERS 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. Carl Flowers, 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.)