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January 10<sup>th</sup>, 2017

## James Brasfield Timber Sale Notice

*Bid Opening: Friday February 3<sup>rd</sup>, 2017 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

James Brasfield has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Waverly in Humphreys County, TN. The property is identified as Control Map 044, Parcel 008.00 in the Humphreys County Records office.

### **General Description of Sale:**

The sale unit includes +/- 25.0 acres of "**BLUE marked**" timber which contains **49,084 bdf**t of hardwood sawtimber and **625 tons** of hardwood pulp/topwood. All hardwood sawtimber trees average 123 bdf/tree. There are 3 White oak trees with an estimated **499 bdf**t of potential Veneer, and 56 White oak trees with an estimated **4,769 bdf**t of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". White oak makes up 43% of the total volume, followed by Yellow poplar (17%), Red oak (16%), and Sweet gum (10%).

### **Location:**

The tract is located south of Ogden Road. **Access from Waverly:** From TN-13 N, travel north for 2.6 miles before turning right onto Ogden Rd. Continue on Ogden Road for 2.4 miles, the property will be on the right side of the road at **2351 Ogden Road**. Continue on the paved driveway, the timber is located behind the home site. (See enclosed sale map).

### **Sale Description:**

The sale unit is highlighted as "blue" on the enclosed sale map. There are +/- 25.0 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. Potential Veneer trees are marked with a "V". Property/Sale boundaries are well marked with **PINK FLAGGING**. 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.** SMZ's are shown on the sale map.

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 CDT** on **Friday February 3<sup>rd</sup>, 2017** at which time they will be opened. The bid opening will be held at **Jeanie's Café located in 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 February 3<sup>rd</sup>, 2017**. (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 **\$1,500.00**. This will be due at contract signing.

**PAYMENT:** 100% of payment for said timber is due at contract signing by **February 17<sup>th</sup>, 2017**.

Notes:

- *Due Care MUST be taken to protect "leave" trees.*
- *A small amount of road work will be required across the ditch just before the proposed log deck*
- *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.*
- *Proposed log deck and skid trails are marked on the attached map.*

**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 us if you have any questions relative to this sale.

Sincerely,

*Jonathan Boggs OR Kemp Harper*

Arbor Springs Forestry

## James Brasfield Timber Sale

### Volume Summary

25.0 +/- Acres

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	179	21,091	118
Yellow poplar	29	8,431	291
Red oak	82	7,862	96
Sweet gum	43	5,044	117
Hickory	22	2,904	132
Mixed hardwoods	18	1,492	83
Black cherry	13	887	68
Post Oak	10	881	88
Ash	3	318	106
Hard maple	1	174	174
<b>Total</b>	<b>400</b>	<b>49,084</b>	<b>123</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Veneer	3	499	166
White oak Stave (3 Clear)	53	4,769	90
<b>Total</b>	<b>56</b>	<b>5,268</b>	<b>94</b>

<b>Hardwood Pulp/topwood</b>	<b>625</b>
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#### Notes:

\* Mixed Hardwoods include: Black gum and Red maple

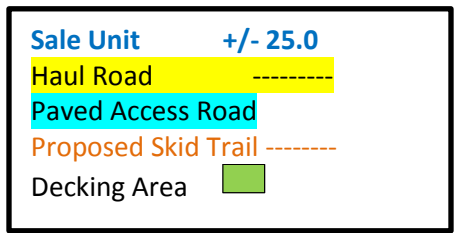
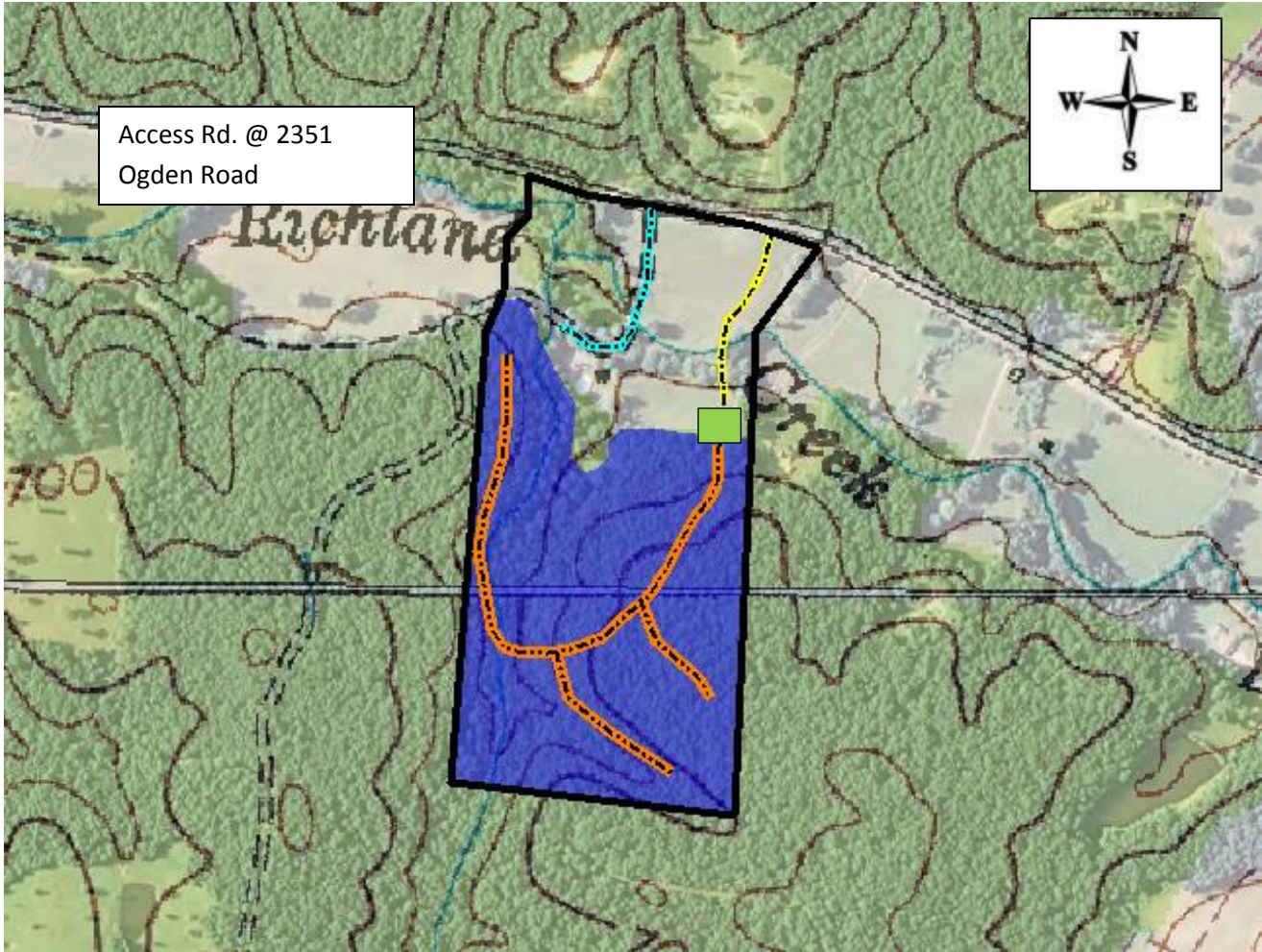
\* Veneer/Stave Volumes are out of the total volumes/specie

\* 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 **\$1,500.00**.
3. This Agreement shall be in full force and effect for a period of **1.0 years (12 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.

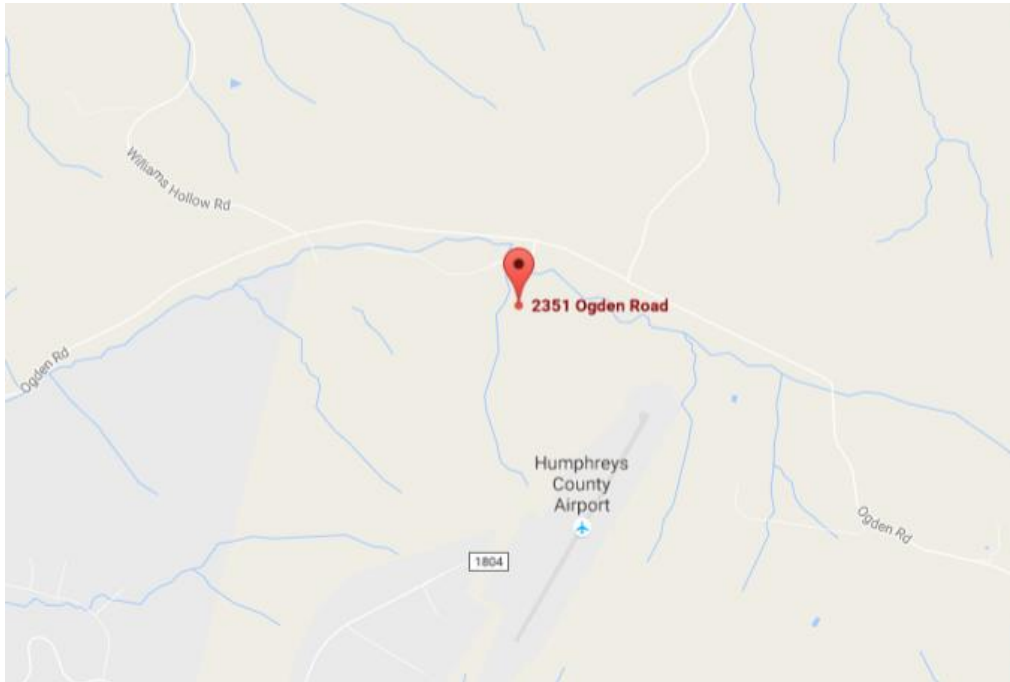
James Brasfield Timber Sale Map  
Humphreys County, TN  
25.0 +/- acres sale unit



MAP SCALE 1:4000

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

LOCATION MAPS





333 Beechwood Drive  
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615-498-8700 (cell)  
615-375-1370 (fax)

[jonathan@arborspringsforestry.com](mailto:jonathan@arborspringsforestry.com)

## BID OFFER

For

### James Brasfield 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 James Brasfield, in Humphreys 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.)