

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

January 18, 2017

Flippin Timber Sale Notice

Bid Opening: Tuesday February 21, 2017 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Jerry Flippin of "Flippin-Flippin-Flippin" has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Milan in Gibson County, TN. The property is identified as <u>Control Map 078 Parcel 12.00</u>, Will Book -4 Page 152.

General Description of Sale:

This is a +/- 85.50-acre Marked sale unit of "upland" quality hardwood timber. There is an estimated **422,879 bdft** of hardwood sawtimber (4,945 bdft/acre), and **2500 tons** of hardwood pulp/topwood. All hardwood sawtimber trees average 316 bdft/tree. Red oak spp. makes up 58% of the total volume, followed by Sweet gum (20%), Hickory (9%), and White oak (8%). The sale boundaries are well marked with *ORANGE FLAGGING* which is inside of the property boundaries. The southern boundary is the edge of an open hay/pasture field. **The sale unit has good access and would serve as a good winter time operation.**

Access to the timber is located off of Flippen Field Rd. The proposed haul roads/decking areas are located in the hay fields along the sale boundaries. The field edges can be used to load, but must be smoothed and all debris removed from them at the completion of the operation. All BMP's shall be followed throughout the sale unit.

Location:

The sale unit is located southeast of Flippen Field Rd. and east of Gann Rd near Milan, TN. The unit is located directly across the road from 166 Flippen Field Rd. <u>Access from Milan, TN</u>: From Hwy 45E turn north onto Stewart Street, which turns into Gann Rd. Continue approximately 6.3 miles on Gann Rd. Turn right onto Flippen Field Rd. and travel approximately 0.3 miles. The sale unit will be on your right. There are two access gates along Flippen Field Rd with Pink Ribbon hung on them. You can park at these gates to walk the sale unit. At these gates is the proposed access to remove timber (See enclosed sale map)

Sale Description:

The sale unit is highlighted as "blue" on the enclosed sale map. There are +/- 85.50 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 is volume estimate. Potential Veneer trees are marked with a "V". Sale boundaries are well marked with <u>*ORANGE*</u> <u>*FLAGGING*</u>. 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.** Proposed haul roads and logging decks are shown on the enclosed 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 **Tuesday, February 21, 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 21, 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 **\$3,500.00.** This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by March 14, 2017.

Notes:

- <u>The attached volumes are estimates only.</u> Bidders should satisfy themselves as to the quality and <u>quantity of the said timber.</u>
- There are a few deep wet weather ditches that will have to be navigated with skidder in the sale unit
- All logging debris must be removed from any open field areas upon completion of 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 615-498-8700

Flippin Timber Sale

Volume Summary 85.50 +/- Acres (Blue Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak spp.	739	244,953	331
Sweet gum	268	85,830	320
Hickory	164	39,586	241
White oak	63	31,722	504
Mixed hardwoods	69	9,484	137
Yellow poplar	18	7,589	422
Post oak	13	3,075	237
Hard maple	1	433	433
Ash	2	207	104
Total	1337	422,879	316

Estimated Veneer/Stave Volumes from Butt logs					
Species	# of Logs	Bdft Volume	Average/log		
White oak Veneer	12	1615	135		
White oak Stave (3 Clear)	29	6,403	221		
Total	41	8,018	196		

Hardwood Pulp/topwood	2500
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Notes:

* Mixed Hardwoods include: Black gum, Elm, Sycamore, Red maple

- * Red oak spp. Includes Southern Red, Willow oak, and some Cherrybark oak
- * 45 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 **\$3,500.00**.

3. This Agreement shall be in full force and effect for a period of <u>**1.5 years (18 months)**</u> 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 if necessary. 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 by the Purchaser.

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.

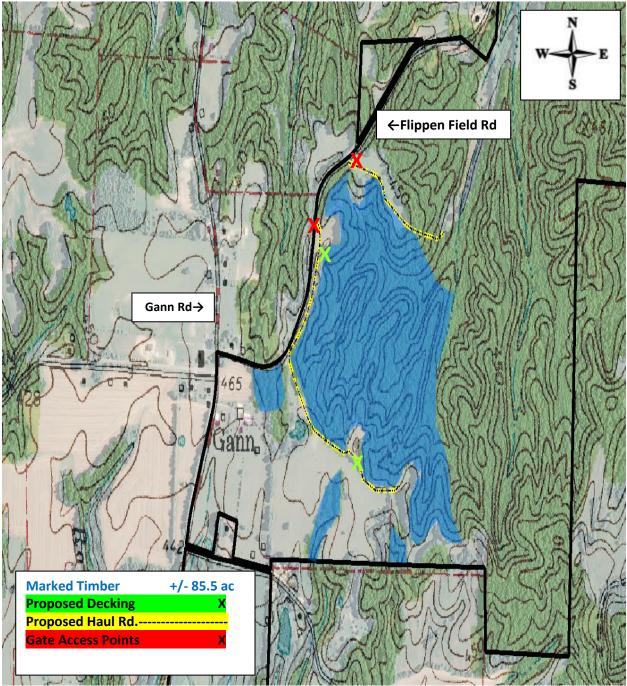
10. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation Insurance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

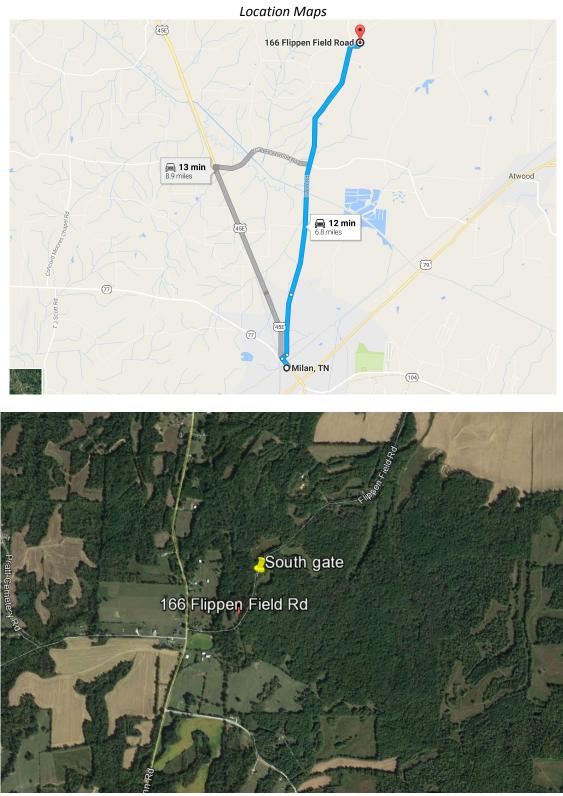
12. The Purchaser shall indemnify and save the Seller and the Seller's Agent harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser.

13. 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.

Flippin Timber Sale Map Gibson County, TN 85.50 +/- acres sale unit



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



Location at South Gate

Latitude:	36° 0'43.36"N
Longitude:	88°43'57.02"W



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BID OFFER For FLIPPIN 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. Jerry Flippin, in Gibson County, TN, within **21 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.)