



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)- Jonathan
804-512-3927 (cell)- Kemp
615-375-1370 (office/fax)
jonathan@arborspringsforestry.com
kharper@arborspringsforestry.com

February 3rd, 2017

Michael and Cynthia Clary Timber Sale Notice

Bid Opening: Friday February 24th, 2017 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Michael and Cynthia Clary has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Cumberland City in Stewart County, TN. The properties are identified as Control Map 104, Parcel 009.02 and Control Map 104, Parcel 009.09 in the Stewart County Records office.

General Description of Sale:

The sale unit includes +/- 39.72 acres of "**BLUE marked**" timber which contains **141,984 bdft** of hardwood sawtimber and **579 tons** of hardwood pulp/topwood. All hardwood sawtimber trees average 146 bdft/tree. There are 1 White oak trees with an estimated **167 bdft** of potential Veneer, and 28 White oak trees with an estimated **4,395 bdft** 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". Yellow poplar makes up 33% of the total volume, followed by Red oak (27%), White oak (23%), and Hickory (12%).

Location:

The tract is located to the north and south of Fox Trail. **Access from Cumberland City:** From TN-223 S, travel west for 6.8 miles before turning right onto Audubon Trail. Continue on Audubon Trail for 0.4 miles, before veering right onto Fox Trail for 0.5 miles. The property will be on the right side of the road at an approximate address of **220 Fox Trail**. There will be an access road gated with a metal chain on the northern parcel. (See enclosed sale map).

Sale Description:

The sale unit is highlighted as "blue" on the enclosed sale map. There are +/- 39.72 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 **Orange 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 24th, 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 24th, 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 **March 10th, 2017**.

Notes:

- *Due Care MUST be taken to protect "leave" trees.*
- *Proper "broad-based dips" will be implemented where needed to adhere to proper BMP's.*
- *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

Clary Timber Sale
Volume Summary
39.72 +/- Acres (Blue Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	211	46,783	222
Red oak	312	37,948	122
White oak	207	33,213	160
Hickory	152	16,934	111
Post oak	59	4,954	84
Mixed hardwoods	22	1,627	74
Black cherry	5	281	56
Hard maple	1	196	196
Black walnut	1	49	49
Total	970	141,985	146

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Veneer	1	167	167
White oak Stave (3 Clear)	28	4,395	157
Total	29	4,562	157

Hardwood Pulp/topwood	579
------------------------------	------------

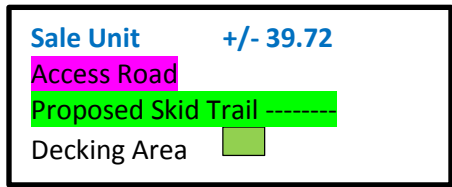
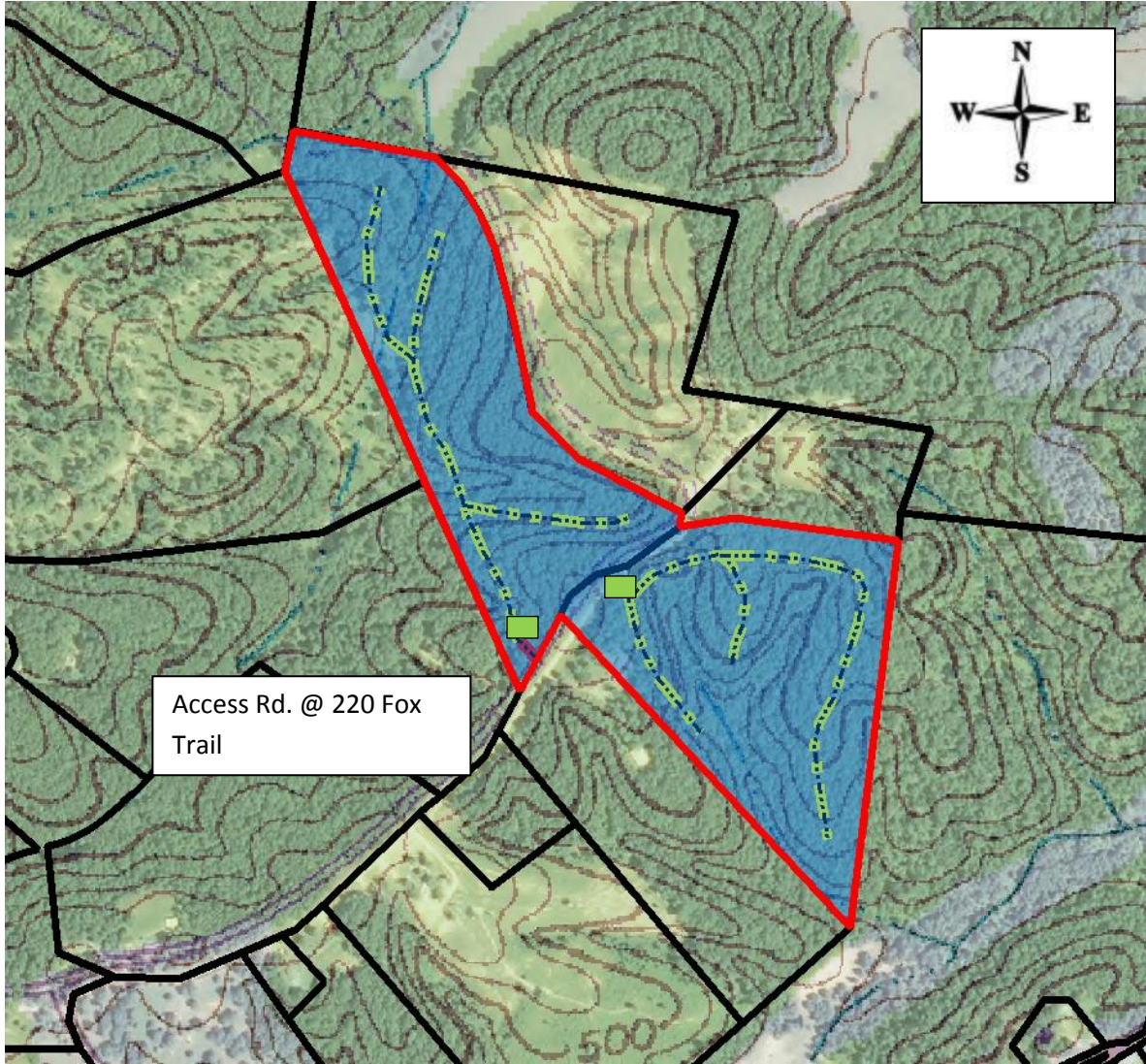
Notes:

- * Mixed Hardwoods include: Black gum , Beech, Sweet gum
- * 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 **1.5 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.

Michael and Cynthia Clary Timber Sale Map
Stewart County, TN
39.72 +/- acres sale unit



MAP SCALE 1:4000
(Map scale may not be accurate due to file conversion)



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

jonathan@arborspringsforestry.com

BID OFFER

For

Michael and Cynthia Clary 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 Michael and Cynthia Clary, 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 above.)