

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

jonathan@arborspringsforestry.com

February 1, 2016

## **Curtis Timber Sale Notice**

## Bid Opening: Friday February 19, 2016 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Lyndle Curtis has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Cumberland City in Stewart County, TN. The said timber is located on 3 parcels identified as <a href="Control Map 141 Parcel 004.00">Control Map 141 Parcel 004.00</a> (55.60 acres), <a href="Control Map 141 Parcel 005.02">Control Map 141 Parcel 005.02</a> (7.38 acres). All Parcels are under Deed Book 79, Page 60.

These parcels are located East of Gunson Ridge Rd. The entrance to the tract is directly across from Deer Trail Rd. The tract has good winter time access.

## General Description of Sale:

This is a marked select cut sale on a tract consisting of +/- 77.98 acres. The actual sale unit is +/- 75 acres (*See sale map*) which contains 185,290 bdft of hardwood sawtimber, and 1,350 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 139 bdft/tree. Red oak makes up 55% of the total volume, followed by Yellow poplar (18%), and Sweet gum (10%) There are 12 White oak trees with 1,688 bdft tallied as showing potential STAVE characteristics for the butt log, and 1 White oak tree with 160 bdft tallied as showing potential VENEER characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash".

#### Location:

The sale unit is located East of the Gunson Rd/Deer Trail Rd. intersection Southeast of Cumberland City. <u>Access from Cumberland City:</u> Travel East on HWY 149 for approximately 3.0 miles. Turn left onto Gunson Ridge Rd. and travel approximately 2.0 miles to the access road entrance that will be on your left. The access road to the tract is gated and located between two cattle pastures directly across from Deer Trail Rd. <u>Please be sure to shut gates behind you to keep cattle from getting out.</u> This road leads to the cabin site and the marked timber lies behind the cabin. (See enclosed maps).

## Sale Description:

The sale unit includes the area shaded in blue as shown on the attached map. 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 in volume estimate. Property lines are well marked with <u>Pink/Orange Flagging and/or good fence</u>. All BMP'S must be followed during the

operation. On the attached map the existing forest trails are shown as a yellow dotted line. Forest openings/plots are shown as a "green" on the attached map and can be used for decking areas, but must be approved by owner/agent in advance.

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 Friday February 19, 2016 at which time they will be opened. The bid opening will be held at <u>Jeanie's Café in Burns, TN (HWY 96 across from Dollar General Store)</u>. Buyers are welcome to attend the bid opening. Bids may also be submitted by mail, fax, phone or email on the attached or similar Bid Offer Form, but must be received no later than <u>9:00 AM on February 19, 2016</u>. (Morning of the bid opening) 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. This will be due at contract signing.

PAYMENT: 100 % of payment is due at contract signing by March 4, 2016.

## Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 162 individual pulpwood trees marked with a "dot". 30 cull trees marked with an "X" within the sale unit. These trees are to be felled during the operation. Any merchantable products can be removed at the option of the buyer.

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

# Curtis Volume Summary

# 75 +/- acres

(Blue Marked Selective Harvest)

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

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Species	# of Trees	Bdft Volume	Average/Tree
Red oak	684	101,700	149
Yellow poplar	149	32,450	218
Sweet gum	159	18,467	116
Hickory	94	9,471	101
White oak	37	6,354	172
Mixed Hardwoods	73	5,579	76
Ash	62	5,528	89
Hard maple	31	2,112	68
Post oak	25	2,094	84
Black cherry	15	1,535	102
Total	1329	185,290	139

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log		
White oak Stave (3 Clear)	12	1,688	141		
White oak Veneer	1	160	160		
Total	13	1,848	142		

Hardwa ad Dul	n /+ a n , , , a a d	1 250 Tana
Hardwood Pul	p/ topwood	1,350 Tons

## Notes:

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

<sup>\*162</sup> individual pulpwood trees marked with a "dot". 30 cull trees marked with an "X"

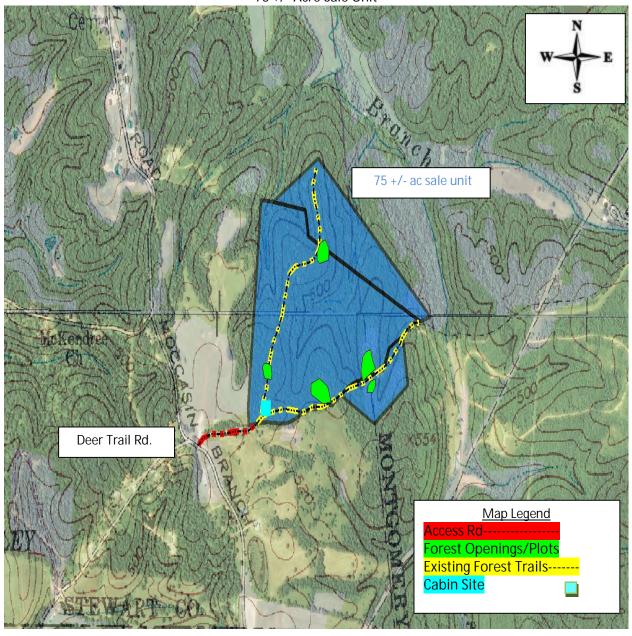
<sup>\*</sup> Mixed Hardwoods Includes: Beech, Black gum, Red maple, and Elm

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

## TERMS AND CONDITIONS OF SALE

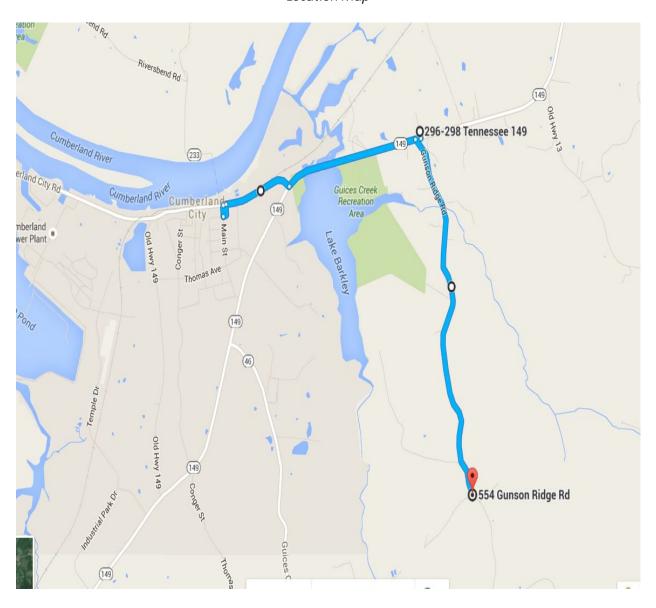
- 1. The Purchaser agrees to make payment to the Seller at contract signing.
- 2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,500.00.
- 3. This Agreement shall be in full force and effect for a period of <u>12 months (1.0 years)</u>. 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 "Pre-Harvest" 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. Logging debris must be left as low as reasonably possible. Normally this would be +/- 4 feet from the ground maximum. 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.
- 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) as well as Worker's Compensation Insurance as required under the laws of the State of TN. 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. Seller and/or Seller's hunting lessee are responsible for removing any deer stands throughout the sale unit. Purchaser is not responsible for damage to deer stands.

Curtis Timber Sale Map Stewart County, TN 75 +/- Acre Sale Unit



Map Scale 1:5000 (Map Scale may be inaccurate due to file conversion)

## Location Map





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# BID OFFER For CURTIS 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. Lyndle Curtis in Stewart County, TN, within 14 days after notice of acceptance by the seller.

My bid for the 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.)