

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

May 11, 2016

## **Dirk Wiley Timber Sale Notice**

Bid Opening: Tuesday June 14, 2016 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Dirk Wiley has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Goodlettesville in Sumner County, TN. The property is identified by <u>Control Map 119 Parcel 008.00 & Control Map 119 Parcel 008.01</u> in the Sumner Co. Assessor of Property office.

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

This is a marked sale of hardwood sawtimber and topwood on a +/- 239 acre tract consisting of 2 parcels. The sale unit includes +/- 190 acres. The sale unit is shown on the attached sale map as "blue"; other timber on the property has no marked timber. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated **575,873 bdft** (Doyle Rule) of hardwood sawtimber (<u>3,030 bdft/acre</u>) and **4,275 tons** of hardwood topwood. The hardwood sawtimber tree average is 152 bdft/tree. Chestnut oak makes up 23% of the total volume, followed by Red oak (16%), and Yellow poplar (15%). There are <u>7 White oak</u> butt log that shows potential <u>VENEER</u> characteristics and <u>13 White oak</u> butt logs that show potential <u>STAVE</u> characteristics (See Volume Summary). All sale and/or property boundaries are flagged with <u>PINK FLAGGING.</u>

Access to the tract is off of Langbrae Dr. There is a gated access road that leads into the tract with a gate code of **6660**. See sale map for access into the sale unit. *An ATV would be very useful to view the timber*.

### Location:

The tract is located at 1322 Langbrae Dr. in Goodlettsville, TN 37072. (GPS will get you close to the access road by entering the above address) <u>Access from Interstate 65 (EXIT 98 US 31)</u>: From I65 North turn right when you get off of exit 98 (towards Millersville). Travel on US 31 W for approximately 1.8 miles. Turn left onto Slaters Creek Rd. and travel approximately 0.6 miles. Turn left onto Williamson Rd for 0.1 miles and then make a right back onto Slaters Creek Rd and travel approximately 0.9 miles. Turn left onto Langbrae Dr. and travel approximately 0.8 miles to the access gate. (CODE 6660). Travel up the gravel road approximately 0.3 miles until you see a forest road off to your left, just before a box blind. This is the access road to remove timber. Decking areas/skid trails are negotiable, but must be approved by the landowner in advance. (See attached sale map for ATV Trail locations).

#### Sale Description:

The sale unit is highlighted in BLUE on the attached map. There are +/- 190 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. All sawtimber trees are marked with a horizontal "SLASH and trees marked with a "SLASH/DOT" represent a deduction is volume estimate. Potential Veneer trees are marked with a "V" above the slash. Property/Sale boundaries are well marked with <u>PINK 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.

Bidders may look at the timber at their convenience. Please call if you wish to make an appointment to be personally shown the timber. Again the gate code is 6660. The gate will shut behind you once you leave the tract.

#### Terms of Sale:

**BID OPENING:** Sealed bids submitted on a lump sum basis only will be accepted until **10:00 AM CDT** on **Tuesday, June 14, 2016** 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 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 June 14, 2016**. (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 **\$5,000.00** due at contract signing.

**PAYMENT:** 100% of payment for said timber is due at contract signing by **June 30, 2016.** 

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>
- Logging debris must be removed from the open areas and pushed back into the edge of the woods.
- Road work will be necessary to get the haul road in shape for trucks.

# 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 Arbor Springs Forestry 615-498-8700

## **Dirk Wiley Timber Sale Volume Summary** 190 +/- Acres (Blue Marked Timber)

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)				
Species	# of Trees	Bdft Volume	Average/Tree	
Chestnut oak	949	133,401	141	
Red oak	547	92,680	169	
Yellow poplar	234	84,046	359	
Hickory	472	61,012	129	
Mixed Hardwoods	354	59,069	167	
Ash	562	50,440	90	
Hard Maple	332	43,240	130	
White oak	160	30,702	192	
Chinkapin oak	86	11,600	135	
Post oak	50	4,865	97	
Black walnut	38	4,508	119	
Black cherry	3	310	103	
Total	3787	575,873	152	

Estimated Veneer/Stave Volumes from Butt logs				
Species	<b># of Logs</b>	Bdft Volume	Average/log	
White Oak Veneer	7	1,099	157	
White oak Stave (3 Clear)	26	3,284	126	
Total	33	4,383	133	

4,275 Tons Hardwood Pulp/topwood

Notes:

\* Mixed Hardwoods include: Sycamore, Sweet gum, Black gum, Beech, Hackberry, Elm, Sassafras, & Buckeye

\* 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 100 % 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 **\$5,000.00**.

**3.** This Agreement shall be in full force and effect for a period of **2.5 years (30 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/or 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 are eligible for sale.

**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.

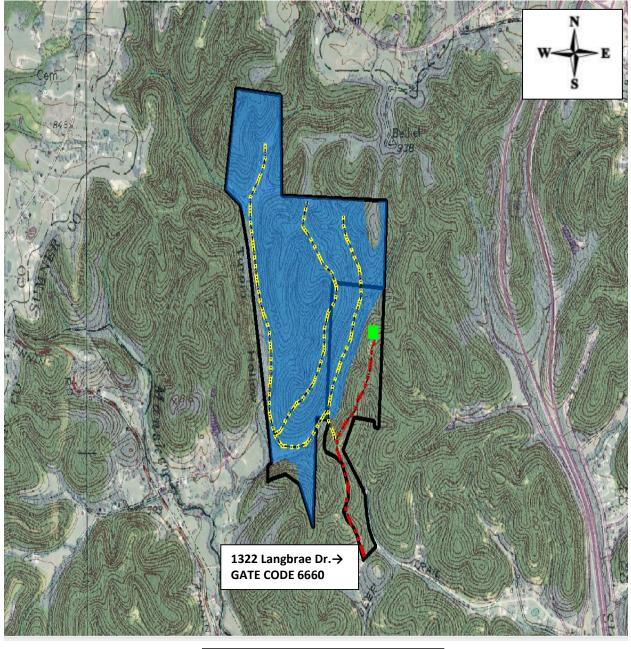
**11**. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation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

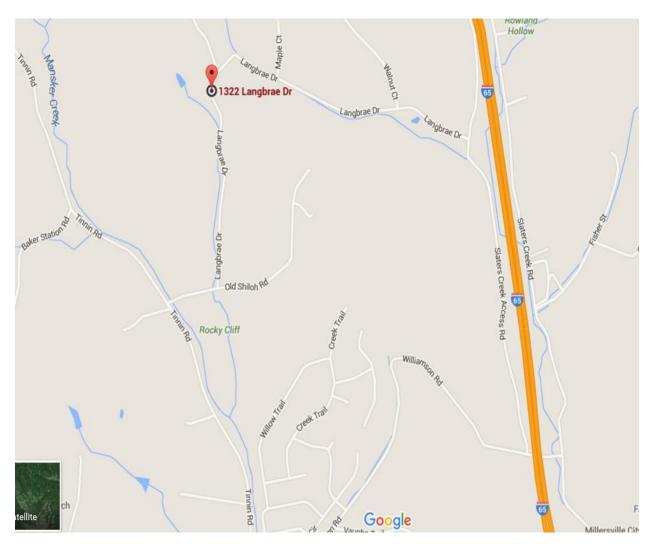
Wiley Timber Sale Map Sumner County, TN 190 +/- acres sale unit



Sale Units (Blue Marked) +/- 190 a	С
ATV Trails	
Driveway/Access Rd	
Home sites	-

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

LOCATION MAP





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## BID OFFER For WILEY 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. Dirk Wiley, in Sumner 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 in the timber sale notice.)