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June 1, 2013

## Hussey Timber Sale Notice

*Bid Opening: Friday June 28, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. George Hussey has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Whites Creek (Nashville) in Davidson County, TN. The property is identified as Control Map 031 Parcel 029.00.

### General Description of Sale:

This is a marked sale of very good quality hardwood sawtimber on a tract consisting of 186 acres. The actual sale unit includes 137 +/- acres. The sale unit contains 711,722 bdf of hardwood timber and 2,038 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 235 bdf/tree. There are 17 White oak trees marked with an estimated 4,410 bdf of potential *Veneer*, 25 White oak trees with an estimated 6,125 bdf of potential *Stave*, and 23 Black walnut with 2,801 bdf of potential *Veneer*. All potential *Veneer* trees are marked with a "V". The estimated *Veneer* is pulled out of the total volumes for each species. Red oak makes up 25% of the total volume, followed by Ash (18%), Yellow poplar (17%), and Hickory (9%).

### Location:

The sale unit is located west of Lickton Pike, which is located in the northwestern portion of Davidson County. The address is 4722 Lickton Pike. Access from Nashville: Travel west on 1-24 to exit #40 (Old Hickory Blvd). Turn left onto Old Hickory Blvd. and travel approximately 1.1 miles. Turn right onto Lickton Pike (at Whites Creek High School) and travel approximately 0.6 miles. The landowner's mail box will be on the left (4722). Turn into the landowners driveway travel past the house and through the access road along the western property line. The marked timber will start at the first open pasture on your right. You can travel through all the fields by truck to view the timber. (See attached sale map).

*Note: The access road to bring the timber out will be the one you travel into to view the timber, with the exception of the road will turn north just behind the house into the field and come out onto Lickton Pike from the field rather than the driveway. (See attached sale map)*

## Sale Description:

The sale includes the areas as shown on the attached map. Only those trees marked with BLUE PAINT at dbh and below stump level are eligible for harvest. All sawtimber sized trees are marked with a "Horizontal Slash", Potential Veneer trees are marked with a "V", and trees marked with a "slash/dot" represent a deduction in volume estimates. The property lines are marked with old fence and Orange Flagging. BMP's must be applied throughout the sale.

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 June 28, 2013 at which time they will be opened. The bid opening will be held at The sale location (at the home site). 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 8:00 AM on June 28, 2013. (Morning of the bid opening) Please call if sending a fax to ensure it was received.

**PREFORMANCE 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. This will be due at contract signing.

**PAYMENT:** 100 % of payment for said timber is due at contract signing by July 12, 2013

## Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.

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

Hussey Timber Sale  
Volume Summary  
136 +/- Acres (Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	608	178,632	294
Ash	638	131,422	206
Yellow poplar	276	123,650	448
Hickory	398	68,925	173
Chestnut oak	223	55,547	249
White oak	108	33,917	314
Hard Maple	197	33,987	173
Mixed Hardwoods	185	30,663	166
Chinkapin oak	197	27,080	137
Black walnut	168	22,562	134
Sassafras	14	2,858	204
Red Cedar	20	1,624	81
Black cherry	3	855	285
<b>Total</b>	<b>3035</b>	<b>711,722</b>	<b>235</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	17	4,410	259
White oak Stave (3 Clear)	25	6,125	245
Black walnut	23	2,801	122
<b>Total</b>	<b>65</b>	<b>13,336</b>	<b>205</b>

Hardwood Pulp/topwood	2038 Tons
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Notes:

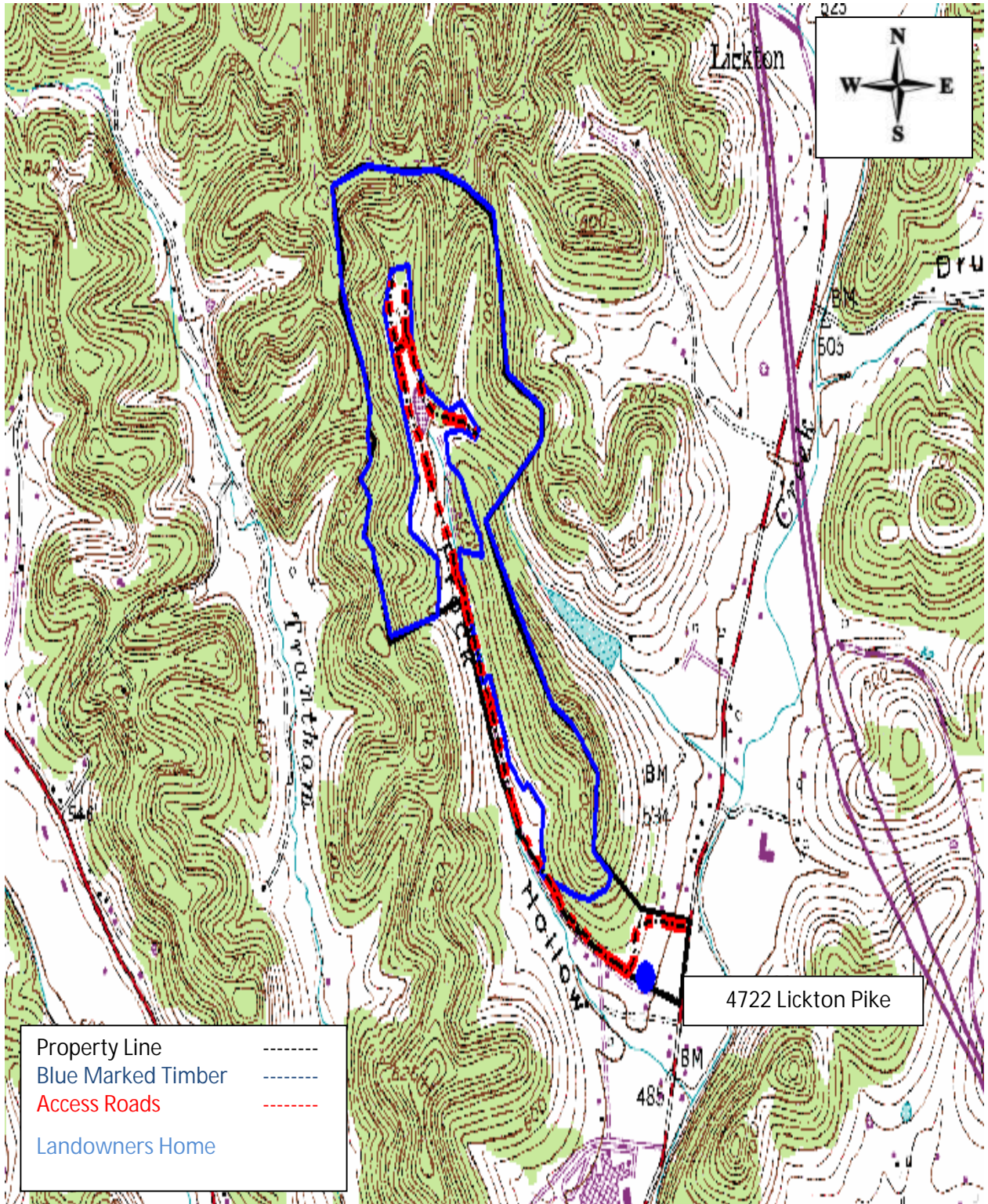
\* Veneer/Stave Volumes are out of the total volumes/specie

\* 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 \$5,000.00.
3. This Agreement shall be in full force and effect for a period of 36 months (3 years). 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 skid roads/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. The Purchaser also agrees to sign a "road use agreement" for the haul road access on the adjoining landowner. This agreement will state that the road must be put back into as good or better condition as it was found.
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. The Purchaser shall pay to the Seller, as liquidated damages, twice the fair market value for each marketable tree that is not marked for sale but that is intentionally cut or wantonly injured and is in violation of this Agreement. The Purchaser, however, shall not be liable for this penalty in felling trees when making necessary skid ways, roadways, or landing areas, or where trees become unavoidably lodged in the felling process. Any "Leave" trees that may be damaged unintentionally due to skidding or during the felling process are to be left standing. The Seller's agent will inspect the damaged trees and determine if they need to be cut. In the case that they are to be cut, trees will be tallied by Seller's agent and the trees will be eligible for harvest. A Fair Market Value for the damaged trees will be agreed by both parties and trees will be paid for at the end of the logging operation. 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.

Hussey Timber Sale Map  
Davidson County, TN  
136 +/- Acre Sale Unit



Map Scale 1:9000

ARBOR SPRINGS FORESTRY  
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## BID OFFER

For

### HUSSEY 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. George Hussey, in Davidson 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.)