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June 10, 2013

## Capasso Timber Sale Notice

*Bid Opening: Friday July 19, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Ms. Regina Capasso has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her property near Ashland City in Cheatham County, TN. The property is identified as Control Map 029 Parcel 041.00/041.08.

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 39 +/- acres. The actual sale unit includes 24.35 +/- acres of "blue marked" timber which contains 67,160 bdf of hardwood timber, 410 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 172 bdf/tree. Yellow poplar makes up 28% of the total volume, followed by Red oak (22%).

### Location:

The sale unit is located just south of Neptune Road which is off of HWY 12 north of Ashland City, Tennessee. The address is 1629 Neptune Road, Ashland City, TN. Access from Ashland City: Travel northwest on HWY 12 towards Clarksville for approximately 8.7 miles. Turn left onto Neptune Road and travel approximately 2.8 miles. The property will be to your left. To access the timber on the southwest portion of the property travel past the landowner's house (1629) for approximately 0.2 miles. You will see a barn on your left directly across from mailbox 1652. Just past the barn there will be a shut gate. Go through the gate to the wood line in the back of the pasture. You will see blue marked timber. You can access all of the timber from here or go back to the landowner's driveway at 1629. *If you want to access the timber through the landowner's driveway you will need to contact Mike Williams at 615-330-1938.* If Mike is not available to open gate you will need to walk the timber from the southwest access point. (See attached sale map for access location(s).)

### Sale Description:

The sale includes the area as shown on the attached map. There are 24.35 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. Property lines are well marked with *PINK FLAGGING*.

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 July 19, 2013 at which time they will be opened. The bid opening will be held at Donna's Place in Burns, TN (hwy 96 across from Dollar General Store). Buyers are welcome to attend the bid opening and join us for breakfast. 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 9:00 AM on July 19, 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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by August 2, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 46 individual pulpwood trees marked with a "dot". 8 cull trees marked with an "X"
- Fields may be used for decking and or skidding, but all logging debris must be removed from fields after operation is complete.

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

Capasso Timber Sale  
Volume Summary  
24.35 +/- Acres (Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	74	18,642	252
Red oak	69	14,651	212
Hard Maple	68	8,522	125
Ash	32	5,192	162
Hickory	28	4,946	177
White oak	10	2,332	233
Black cherry	15	1,653	110
Black walnut	12	1,404	117
Mixed Hardwoods	83	9,818	118
<b>Total</b>	<b>391</b>	<b>67,160</b>	<b>172</b>

Hardwood Pulp/topwood	410 Tons
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Notes:

\*46 individual pulpwood trees marked with a "dot". 8 cull trees marked with an "X"

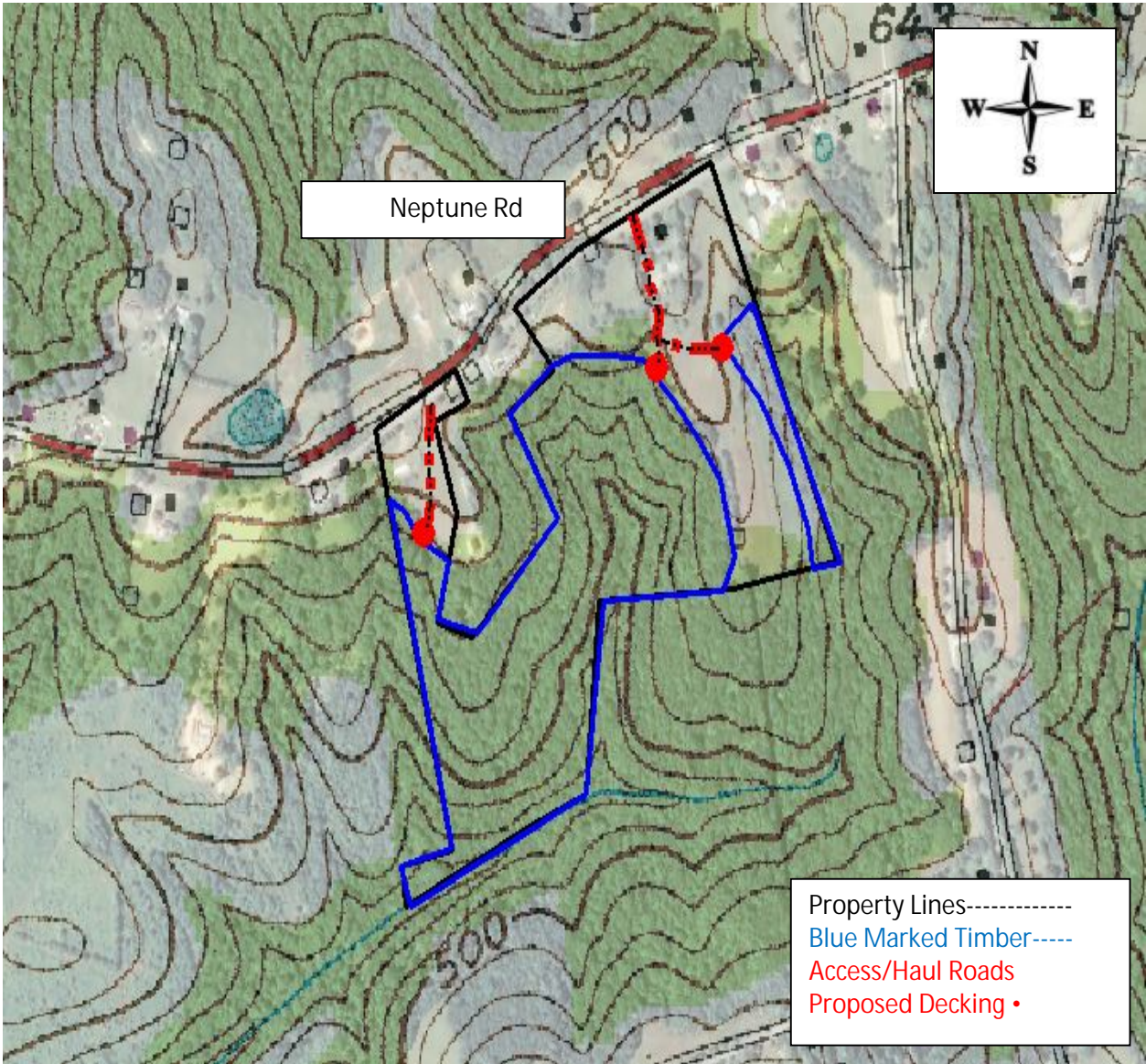
\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

\*Mixed Hardwoods include: Sweet Gum, Beech, Sycamore & Elm

## 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 12 months (1 year). 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.
- 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.

Capasso Timber Sale Map  
Cheatham County, TN  
24.35 +/- Acre Sale Unit



Map Scale 1:4000

ARBOR SPRINGS FORESTRY  
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**BID OFFER**  
For  
**CAPASSO 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 Regina Capasso, in Cheatham 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.)