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August 27, 2013

Pruitt Timber Sale Notice

Bid Opening: Friday September 27, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Larry Pruitt has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Chapmansboro in Cheatham County, TN. The property is identified as <u>Control Map 045 Parcel 005.00.</u>

General Description of Sale:

This is a marked sale of very good quality hardwood sawtimber and pulpwood on a tract consisting of 67.05 acres. The actual sale unit includes +/- 38 acres of "blue marked" timber which contains 230,328 bdft of hardwood timber and 680 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 309 bdft/tree. There is an estimated 1,857 bdft. of potential *White oak Veneer*, 2,560 bdft. of potential *White oak Stave*, and 370 bdft. of potential *Black Walnut Veneer*. The Red oak on the tract is of good quality. Red oak makes up 40% of the total volume, followed by Yellow poplar (15%), Sweet Gum (11%), and White oak (7%). The tract has good access from the landowner's driveway off of Chapmansboro Rd. and could serve as a good winter time job.

Location:

The sale unit is located just west of Chapmansboro Rd. in Chapmansboro, Tennessee. Access from <u>Ashland City, TN</u>: Travel North on North Main Street (HWY 12) for approximately 1 mile. Turn left onto Chapmansboro Rd and travel approximately 3.5 miles. At the stop sign hang a right and continue another 0.9 miles to 1300 Chapmansboro Rd. There is a sign with 1300 at the end of the drive just past the parking lot for the river trail access. <u>Travel up the drive across the bridge (which is weighted for loaded semi trucks) and just past the bridge you will see PINK FLAGGING on your left on a ridge road. This is where the timber will be brought out. This is also the access to use to view the timber. DO NOT travel up the landowner's driveway past the pavement. The decking areas can be put on the ridges along the open fields. (See attached sale map for access).</u>

Sale Description:

The sale includes the area as shown on the attached map. There are +/- 38 acres of marked timber. 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 is volume estimate. Potential Veneer trees are numbered. The South boundary line is bordered by the river walking trail, the western

and northern property lines are marked with pink flagging, and the eastern boundary is bordered by a creek. All BMP'S must be followed during the operation.

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 September 27, 2013 at which time they will be opened. The bid opening will be held at The parking lot for the river trail access, just before you start up the landowner's driveway. 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>8:00 AM on September 27, 2013</u>. (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 \$2,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by October 11, 2013.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 64 individual pulpwood trees marked with a "dot". 14 cull trees marked with an "X"
- There is one 37 inch dbh Red oak tree that is marked near the south property boundary which is close to the walking trail. This tree is going to tear up a lot of smaller trees if fallen across the trail. If it cannot be pulled back to fall on Mr. Pruitt's property the tree must be left standing.
- There are two trees in the center of the open field that are marked for harvest. The tops of these trees must be pulled back into the wooded area.
- Disregard any PINK marked trees within the eastern portion of the sale unit. These trees are not eligible for harvest. Only BLUE marked 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

Larry Pruitt Timber Sale Volume Summary 38 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	231	92,861	402
Yellow poplar	70	34,958	499
Sweet Gum	112	24,961	223
White oak	49	16,989	347
Hard maple	80	16,437	205
Ash	45	11,224	249
Mixed Hardwoods	57	8,939	157
Chinkapin oak	18	5,540	308
Black walnut	28	4,661	166
Beech	20	4,163	208
Sycamore	7	3,300	471
Black cherry	16	3,211	201
Hickory	9	2,100	233
Cottonwood	3	984	328
Total	745	230,328	309

Estimated Veneer/Stave Volumes from Butt logs					
Species	# of Logs	Bdft Volume	Average/log		
Black Walnut Veneer	5	370	74		
White Oak Veneer	8	1,857	232		
White oak Stave (3 Clear)	12	2,560	213		
Total	20	4,417	221		

Hardwood Pulp

Notes:

*64 individual pulpwood trees marked with a "dot". 14 cull trees marked with an "X"

* Mixed Hardwoods Includes: Black gum, Beech, Hackberry, Sycamore, and Red maple

* 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 year)</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 "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. All trees marked with BLUE colored paint shall be felled or adequately girdled; to be "adequately girdled," a tree must have two cuts, each cut encompassing the tree stem and connecting at each end, made deep enough to reach through to the cambium.

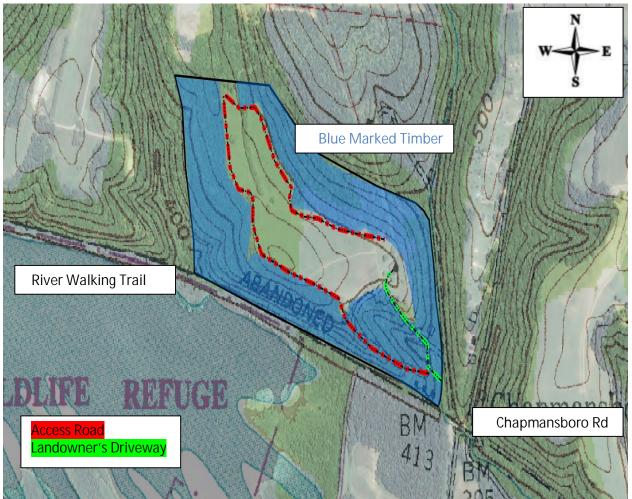
10. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

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) 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.

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.

Pruitt Timber Sale Map Cheatham County, TN 38 +/- Acre Sale Unit



Map Scale 1:6000



BID OFFER For PRUITT 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. Larry Pruitt, 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.)