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October 1, 2013

## McNabb Timber Sale Notice

*Bid Opening: Friday November 1, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Jim McNabb has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near College Grove in Williamson County, TN. The property is identified as Control Map 180 Parcel 002.03.

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 106.7 acres. The actual sale unit includes +/- 31.5 acres of "blue marked" timber which contains 157,059 bdf of hardwood sawtimber and 375 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 257 bdf/tree. Hard maple makes up 28% of the total volume, followed by Red oak (22 %), and Ash (19%).

### Location:

The sale unit is located at 6838 Edwards Grove Road near College Grove in Williamson County, TN.

Access from College Grove: Travel south on HWY 31 (Horton Hwy) for approximately 5.5 miles. Turn right onto Flat Creek Rd. and travel for approximately 3 miles. Turn left onto Edwards Grove Rd. and travel approximately 1 mile to 6838.

Access from 840: Exit off of the HWY 431 exit and travel south on 431 for approximately 8.5 miles. Turn left onto Flat Creek Rd and travel approximately 5.4 miles. Turn right onto Edwards Grove Rd. and travel approximately 1 mile to 6838.

You will see a white gate with a newly built fence around the property. Travel through the gate up the landowners driveway until you reach the home on your left. There are two access roads leading to the timber. To travel the north access road you need to go left around the home and you will see the access road just in front of you. To travel the south access road you will need to turn right directly in front of the home past the old building on your right. Both access roads lead to the western boundary of the sale unit. From there you will need to travel on foot to view the timber. (See attached sale map).

### Sale Description:

The sale includes the area shaded in blue as shown on the attached map. There are +/- 31.50 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 and sale boundaries are marked with ORANGE FLAGGING & OLD FENCE. All BMP'S must be followed during the operation. On the attached map the proposed skid trails are marked with yellow "dots". The roads are to be left open for access after the operation is complete. Any other skid trails and log decks 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 November 1, 2013 at which time they will be opened. The bid opening will be held at Donna's Place in Burns, TN (Across from the 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 8:00 AM on November 1, 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 \$2,500.00. This will be due at contract signing.

**PAYMENT:** 100 % of payment for said timber is due at contract signing by November 15, 2013.

### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The south access road is the proposed HAUL ROAD to be used. Gravel may be required in wet conditions to keep mud to a minimum on the landowners gravel driveway leading to the house.
- 85 individual pulpwood trees marked with a "dot". 21 cull trees marked with an "X" These trees must be felled or adequately girdled 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

Jonathan Boggs  
Arbor Springs Forestry

## McNabb Timber Sale

### Volume Summary

31.50 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Hard maple	171	43,828	256
Red oak	78	34,232	439
Ash	116	30,167	260
Mixed Hardwoods	135	20,650	153
Hickory	43	9,921	231
Chinkapin oak	32	8,055	252
Black cherry	15	4,383	292
Yellow poplar	10	3,659	366
Black walnut	10	2,164	216
Total	610	157,059	257

Hardwood Pulp	375 Tons
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#### Notes:

\*85 individual pulpwood trees marked with a "dot". 21 cull trees marked with an "X"

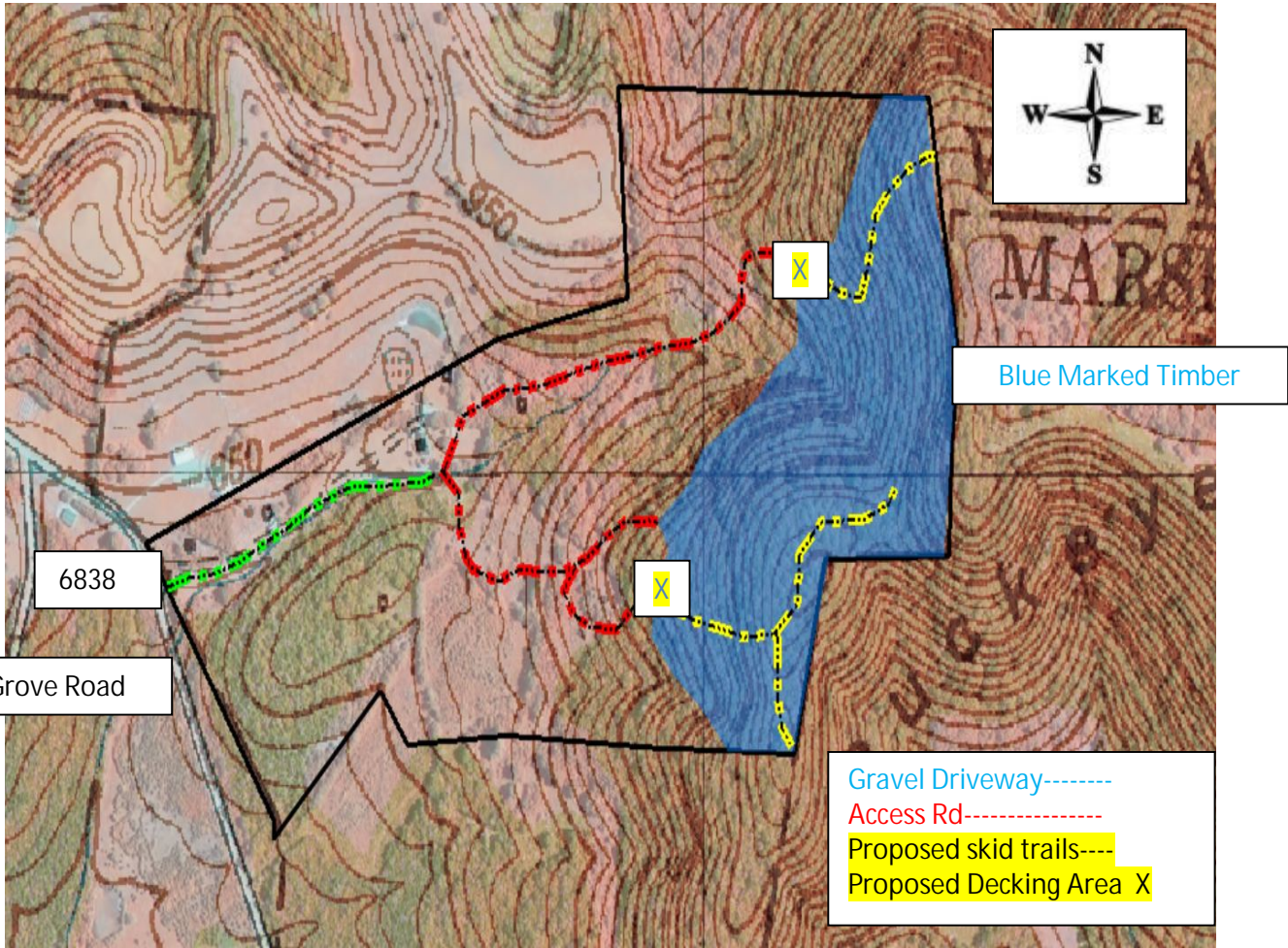
\* Mixed Hardwoods Includes: Hackberry, Elm, Sassafras, Buckeye, and Basswood

\* 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 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. 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.

McNabb Timber Sale Map  
Williamson County, TN  
31.50 +/- Acre Sale Unit



Map Scale 1:5000



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## BID OFFER

For

### MCNABB 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. Jim McNabb in Williamson 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.)