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October 3, 2013

## Nichols/Buchanan Timber Sale Notice

*Bid Opening: Tuesday November 5, 2013 at 10:00 AM CDT*

*\*\*The following bid invitation is for Mr. John Nichols and Mrs. Pat Buchanan whom are siblings. The two properties are adjacent to each other. \*\* When submitting a bid please place TWO bids...One for Mrs. Buchanan's timber and one for Mr. Nichols's timber as described below:\*\*  
Bids will be opened on Novemeber 5, But the landowner's request that harvesting does not begin until December 1, 2013 due to deer season.*

Attn: Buyers of Standing Timber,

Mr. John Nichols and Mrs. Pat Buchanan have authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their properties near Erin in Houston County, TN. The Nichols property is identified as Control Map 003 Parcel 029.00. The Buchanan property is identified as Control Map 003 Parcel 029.03. All terms and conditions apply to both sales.

### Location: (Both Tracts) See Attached Sale Map

The tracts are located just south of HWY 46 (Guices Creek Rd.) off of Nichols Lane near Erin in Houston County, TN. Access from Erin: Travel East on HWY 149 for approximately 5.3 miles. Turn right onto HWY 46 (Guices Creek Rd) and travel 1.7 miles. Nichols Lane will be on your right. This is the driveway to Mr. Nichols house. There are access roads that can be traveled with an ATV through both properties. The proposed haul road is shown on the attached map and can be used to access timber for both properties. No log truck can access the Buchanan property by the house due to septic lines crossing the road. (See attached map for access details).

### Nichols Property:

#### General Description of Sale: (Nichols)

This is a select cut sale of hardwood sawtimber on a 103 acre tract. The actual sale unit includes +/- 85.69 acres. Within the sale unit all trees that measure 16 inches at DBH (diameter breast height) and greater are eligible for harvest. The estimated volume of sawtimber that is 16" and up is 265,203 bdf. There is an estimated 736 tons of hardwood pulp/topwood. All

hardwood sawtimber trees average 160 bdf/tree. Red oak makes up 31% of the total volume, followed by Yellow poplar (27%), and White oak (18 %).

#### Sale Description: (Nichols)

The sale unit includes the area highlighted in light blue on the attached map. There are +/- 85.69 acres. The acreage was determined by walking the boundaries with a handheld GPS unit. Within the sale unit all trees that measure 16 inches at DBH (diameter breast height) and greater are eligible for harvest. Property lines are well marked with PINK FLAGGING & OLD FENCE. Existing skid roads must be used before creating new roads. The location of any new roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

#### Buchanan Property:

##### General Description of Sale: (Buchanan)

This is a select sale of hardwood sawtimber and pulpwood on a 152 acre tract. The actual sale unit includes +/- 87.93 acres. Within the sale unit all trees that measure 14 inches at DBH (diameter breast height) and greater are eligible for harvest. The estimated volume of sawtimber is 274,461 bdf. There is an estimated 845 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 103 bdf/tree. White oak makes up 27% of the total volume, followed by Hickory (21%), Red oak (20%), and Yellow poplar (18 %).

##### Sale Description: (Buchanan)

The sale unit includes the area highlighted in Red on the attached map. There are +/- 87.93 acres. The acreage was determined by walking the boundaries with a handheld GPS unit. Within the sale unit all trees that measure 14 inches at DBH (diameter breast height) and greater are eligible for harvest. Property lines are well marked with ORANGE FLAGGING & OLD FENCE. Existing skid roads must be used before creating new roads. The location of any new roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

*\*\*The remainder of the information that follows will apply to both sale units. Remember that 2 bids are required.*

#### 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 5, 2013 at which time they will be opened. The bid opening will be held at Donna's Place located in Burns, TN (across from the Dollar General). Buyers 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 8:00 AM on November 5, 2013. (Morning of the bid). 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 each. \$2,500 will be applied to each sale. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by November 19, 2013.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Two separate bids are required. One for Nichols and one for Buchanan.
- The property line between the two sale units is separated by a forest road and flagged with ORANGE FLAGGING.

THE OWNERS 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

John Nichols Timber Sale  
 Volume Summary  
 85.69 +/- acres  
 16 inch DBH cut

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

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	524	82,819	158
Yellow poplar	312	72,876	234
White oak	351	46,472	132
Hickory	307	43,871	143
Mixed Hardwoods	77	9,776	127
Hard Maple	43	4,548	106
Ash	25	2,429	97
Post oak	23	2,412	105
<b>Total</b>	<b>1662</b>	<b>265,203</b>	<b>160</b>

Hardwood Pulp/topwood	736 Tons
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Notes:

\*ALL trees with a 16 inch Diameter at Breast Height and greater is eligible for harvest

\* Mixed Hardwoods Includes: Beech, Black gum, Sycamore, and Elm

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

\*The above volume estimates were derived by a 10 factor prism cruise with a 10.6% cruise.

\*Property acerage was determined by using a GPS Handheld Unit

Pat Buchanan Timber Sale  
 Volume Summary  
 87.93 +/- acres  
 Select Cut (14 inch DBH)

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	652	76,004	117
Hickory	616	57,332	93
Red Oak	500	53,923	108
Yellow poplar	498	51,190	103
Mixed Hardwoods	205	17,438	85
Post oak	128	12,111	95
Ash	42	4,714	112
Hard Maple	22	1,749	80
<b>Total</b>	<b>2663</b>	<b>274,461</b>	<b>103</b>

Hardwood Pulp/topwood	845 Tons
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Notes:

\*ALL trees with a 14 inch Diameter at Breast Height and greater is eligible for harvest

\* Mixed Hardwoods Includes: Beech, Black gum, Sycamore, and Elm

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

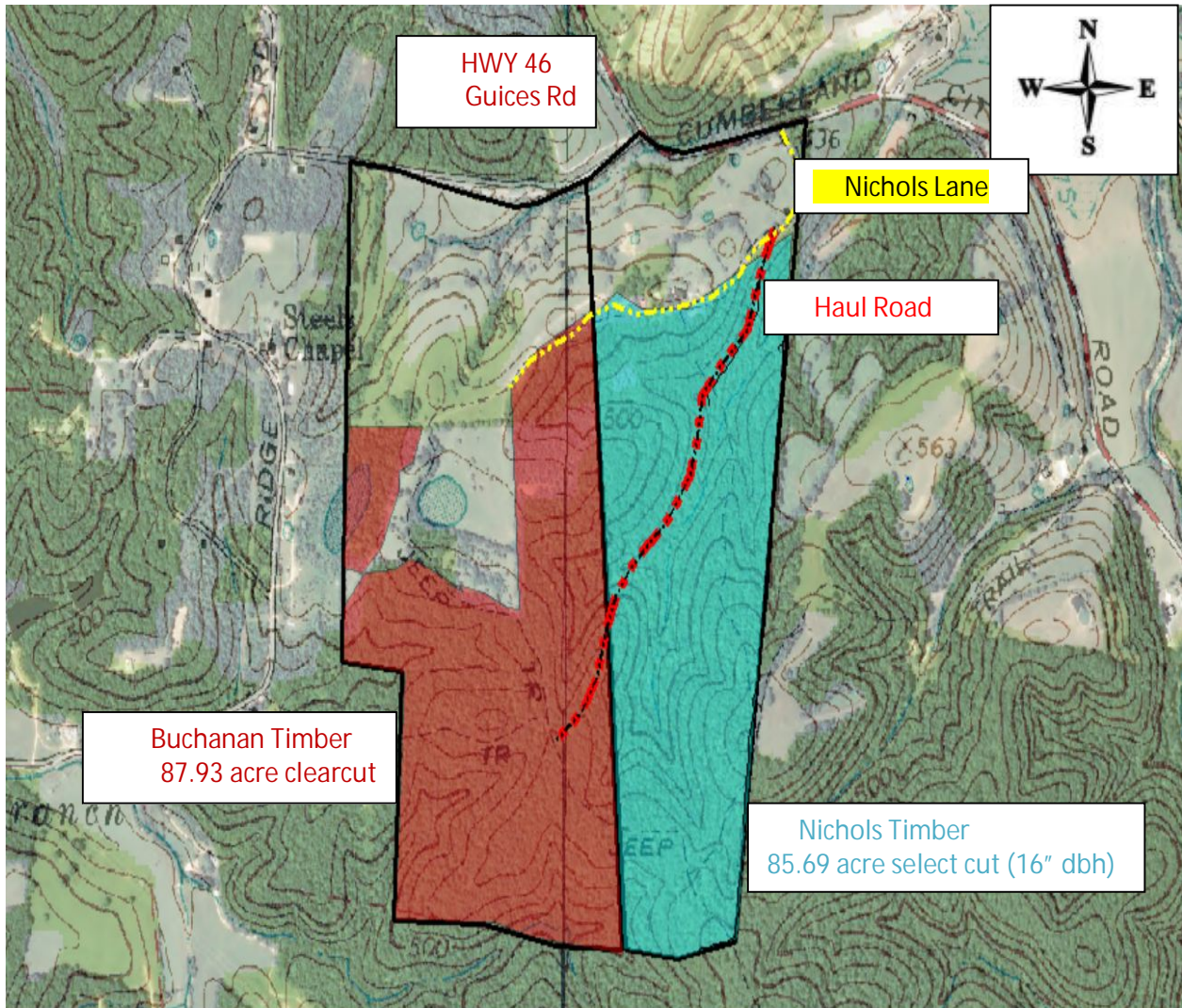
\*The above volume estimates were derived by a 10 factor prism cruise with a 10.9% cruise.

\*Property acreage was determined by using a GPS Handheld Unit

## 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 \$5000.00. \$2500 will be applied to each sale.
3. This Agreement shall be in full force and effect for a period of 1 year (12 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 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. Within the clearcut area all trees must be felled and all merchantable products be removed.
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.

Nichols/Buchanan Timber Sale Map  
Houston County, TN



Map Scale 1:7000



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## BID OFFER

For

### NICHOLS 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 John Nichols, in Houston County, TN, within 14 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 above.)





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## BID OFFER

For

### BUCHANAN 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 Pat Buchanan, in Houston County, TN, within 14 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 above.)