



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
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jonathan@arborspringsforestry.com

December 16, 2013

Downard Timber Sale Notice

Bid Opening: Tuesday January 14, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. David Downard has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Thompson Station in Williamson County, TN. The property is identified as Control Map 149 Parcel 024.00.

General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 98.38 acres. The actual sale unit includes 68.33 acres of "blue marked" timber which contains 165,899 bdf of hardwood sawtimber and 546 tons of hardwood pulp/topwood. There are 3 White oak trees with an estimated 361 bdf of potential Veneer and 10 White oak trees with an estimated 1,260 bdf of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. All hardwood sawtimber trees average 162 bdf/tree. Yellow poplar makes up 31% of the total volume, followed by Red oak (17 %), and Hickory (16%).

This sale has good access off of Carparis Rd. and could serve as a good winter time operation.

Location:

The sale unit is located just south of 840 off of Casparis Rd. Access from 840: Off of 840 take the Carters Creek exit (Exit 23) and travel North. Take the first left onto Johnson Hollow Rd. just past the exit. Travel on Johnson Hollow Rd for approximately 2.5 miles. Turn left onto Mobley's Cut Rd and travel another 2.1 miles. At the top of a ridge you will turn left onto Carparis Rd. and travel approximately 0.4 miles to the access road which will be located on your left. There is a gate attached to a post by rope at the access road. There are also yellow posted signs with the landowner's name on them. You should be able to see "Blue Marked" timber in the hollow to the left of the access road. The road can be traveled into the bottoms with a 4x4 pickup. The gate is not locked, but be sure to shut it back after leaving property. (See attached map).

Sale Description:

The sale area includes the area shaded in blue shown on the attached map. There are +/- 68.33 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 marked with PINK FLAGGING & FENCING. Decking areas and skid trails must be approved in advance by Seller or Seller's agent. There are two perennial drainages on the property and 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 Tuesday January 14, 2014 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 January 14, 2014. (Morning of the bid opening) Please call if sending a fax to ensure it was received.

PERFORMANCE BOND: The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,000.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by January 28, 2014.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 346 individual pulpwood trees marked with a "dot". 62 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

Downard Timber Sale
Volume Summary
68.33 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	207	51,433	248
Red Oak	126	27,941	222
Hickory	167	26,349	158
Beech	174	15,895	91
Hard Maple	118	15,352	130
White oak	59	9,977	169
Ash	61	8,101	133
Mixed Hardwoods	58	5,788	100
Black walnut	27	2,445	91
Chinkapin oak	23	2,336	102
Black cherry	3	282	94
Total	1023	165,899	162

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	3	361	120
White oak Stave (3 Clear)	10	1,260	126
Total	13	1,621	125

Hardwood Pulp/topwood	546 Tons
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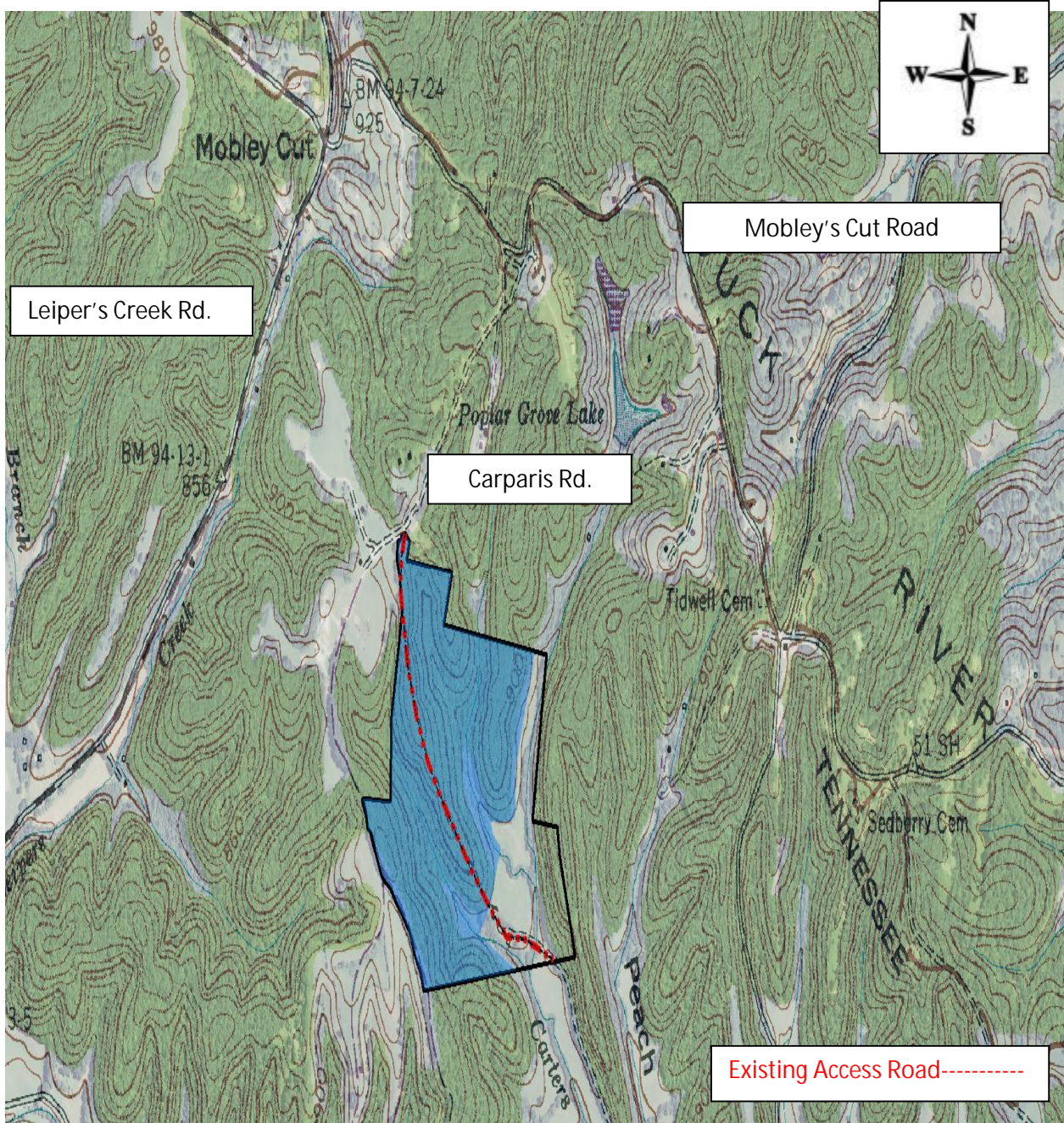
Notes:

- * Veneer/Stave Volumes are out of the total volumes/specie
- * 346 individual pulpwood trees marked with a "dot". 62 cull trees marked with an "X"
- * Mixed Hardwoods Includes: Black gum, Elm, Sycamore, & Sassafras
- * 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 \$2,000.00.
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.

Downard Timber Sale Map
Williamson County, TN
72.33 +/- Acre Sale Unit



Map Scale 1:12000
(Note: Map scale may not be accurate do to file conversion)



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BID OFFER

For

DOWNARD 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. David Downard 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.)