

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax)

jonathan@arborspringsforestry.com

December 19, 2013

Mason Timber Sale Notice

Bid Opening: Friday January 17, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Edward Mason has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Waverly in Humphreys County, TN. The property is identified as <u>Control Map 018 Parcel 010.00</u>.

General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 55.80 acres. The actual sale unit includes 38.00 +/- acres of "blue marked" timber which contains 117,425 bdft of hardwood sawtimber and 285 tons of hardwood pulp/topwood. There are 24 White oak trees with an estimated 2,503 bdft of potential Veneer and 75 White oak trees with an estimated 6,377 bdft of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are numbered painted with a "V" above a horizontal slash. All hardwood sawtimber trees average 165 bdft/tree. White oak makes up 36% of the total volume, followed by Yellow poplar (28 %), and Red oak (22%).

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

Location:

The sale unit is located off of Trotter Rd. on both sides of the road. Access from Waverly: Drive north on HWY 13 towards Erin for approximately 10.6 miles. Turn right onto Trotter Rd and travel approximately 0.5 miles to the sale location. Access from McEwen: Drive north on HWY 231 for approximately 5.3 miles. Turns left onto White Oak Ridge Rd. and travel approximately 3.2 miles. Turn right onto Trotter Rd. and travel approximately 0.9 miles to the sale location. When you arrive at the sale location there is an abandon trailer on the south side of the road with two old campers setting behind it. On the north side of the road there is an old abandon house located at the northeast corner of the sale unit. These two areas are marked with "red squares" on the attached sale map. There is an ATV trail running p the drain on the southern portion of the sale unit behind the old campers.

Sale Description:

The sale includes the areas shaded in blue 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. Property lines and sale boundaries are well marked with <u>Green Paint, White Bands, and Orange Flagging.</u> There is also a distinct line of where the neighboring timber has been harvested more recently. Skids trails and log landings must be approved in advance by the Seller or Seller's agent. 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 January 17, 2014 at which time they will be opened. The bid opening will be held at <u>Donna's Place in Burns, TN (Across from the Dollar General Store)</u>. 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 <u>8:00 AM on January 17, 2014.</u> (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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by January 31, 2014.

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". 40 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

Mason Timber Sale Volume Summary 38 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	259	42,077	162
Yellow poplar	126	33,359	265
Red Oak	176	25,965	148
Hickory	79	8,968	114
Mixed Hardwoods	29	2,993	103
Chestnut oak	13	1,301	100
Black cherry	9	943	105
Post oak	9	834	93
Ash	7	610	87
Hard Maple	3	300	100
Black walnut	1	75	75
Total	711	117,425	165

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	24	2,503	104
White oak Stave (3 Clear)	75	6,377	85
Total	99	8,880	90

	Hardwood Pulp/t	topwood	285 Tons
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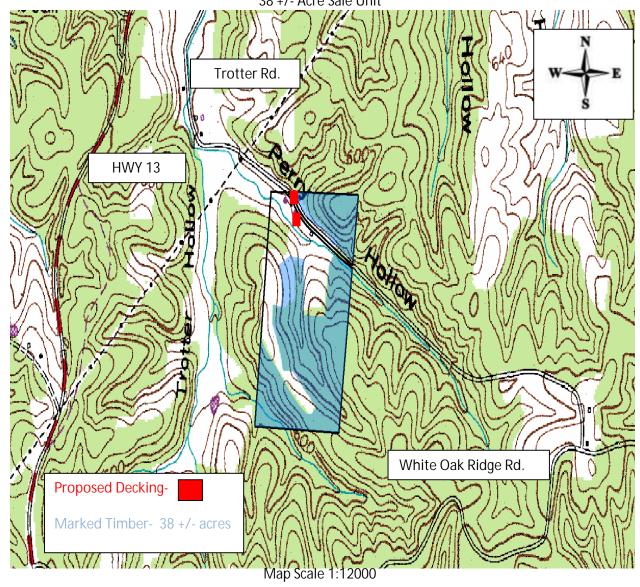
Notes:

- * Veneer/Stave Volumes are out of the total volumes/specie
- *46 individual pulpwood trees marked with a "dot". 40 cull trees marked with an "X"
- * Mixed Hardwoods Includes: Beech, Black gum, Chinkapin oak, and Sweet gum
- * 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 \$1,500.00.
- 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. 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.

Mason Timber Sale Map Humphreys County, TN 38 +/- Acre Sale Unit





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BID OFFER For MASON 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. Edward Mason in Humphreys 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.)