

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax) jonathan@arborspringsforestry.com

March 24, 2014

Karen Guy Timber Sale Notice

Bid Opening: Friday April 25, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Ms. Karen Guy has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her property near Henrietta in Cheatham County, TN. (near the Montgomery County line). The property is identified as <u>Control Map 088 Parcel 110.00.</u>

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of +/- 80 acres. The actual sale unit includes +/- 47 acres of "blue marked" timber which contains 213,077 bdft of hardwood timber, and 680 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 327 bdft/tree. There are <u>4 Black walnut</u> trees with an estimated <u>467 bdft</u> of potential <u>Veneer</u>, <u>1 White oak</u> tree with an estimated <u>331 bdft</u> of potential <u>Veneer</u> and <u>2 White oak</u> trees with an estimated <u>771 bdft</u> of potential <u>Stave</u>. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Red oak makes up 55% of the total volume, followed by Yellow poplar (22 %), and Ash (8%). <u>The tract can be accessed from Hunter Rd. through the field roads</u>. (See attached map for access road and proposed decking area.

Location:

The sale unit is located southeast of Hunter road, which is just off of Old Clarksville Pike, on the Cheatham/Montgomery County line near Henrietta, Tennessee. Access from <u>Henrietta (HWY 12)</u>: From Henrietta travel north on HWY 12 for approximately 0.5 miles. Turn right onto Oak Plains Rd (just before the Dollar General Store) and travel 2.0 miles. Turn right onto Clarksville Pike and travel 0.2 miles. The next road on your right is called Jerrell Ln. (Jerrell Ln. turns in to Hunter Rd. at the county line). Turn onto Jerrell Lane and travel to the first gate on your left. There is Orange ribbon on the gate and an old barn. This is the access point to view the timber. The fields can be traveled with a vehicle. (See attached map for timber location and field access roads). <u>The gate will be unlocked, but please be sure to shut it back when you leave the tract.</u>

Sale Description:

The sale includes the area as shown on the attached map. There are +/- 47 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 are well marked with <u>ORANGE FLAGGING</u>.

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 April 25, 2014 at which time they will be opened. The bid opening will be held at <u>Donna's Place</u> in <u>Burns, TN (HWY 96 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 April 25, 2014</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 May 9, 2014

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 97 individual pulpwood trees marked with a "dot". 31 cull trees marked with an "X"
- Fields may used for decking and or skidding. ALL logging debris must be removed and the fields seeded. ALL ruts must be smoothed and seeded.
- Haul roads and log landing must be approved in advance by Seller or Seller's Agent.

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

Karen Guy Timber Sale Volume Summary 47 +/- acres

Hardwood Volume Estimates (Doyle FC 78), (Yellow Poplar FC 80)				
Species	# of Trees	Bdft Volume	Average/Tree	
Red Oak	354	126,821	358	
Yellow poplar	94	46,706	497	
Ash	76	16,145	212	
Black walnut	39	5,864	150	
White oak	15	5,696	380	
Hard Maple	26	4,408	170	
Hickory	16	3,303	206	
Mixed Hardwoods	27	2,902	107	
Black cherry	5	1,232	246	
Total	652	213,077	327	

Estimated Veneer/Stave Volumes from Butt logs				
Species	# of Logs	Bdft Volume	Average/log	
Black walnut Veneer	4	467	117	
White Oak Veneer	1	331	331	
White oak Stave (3 Clear)	2	771	386	
Total	3	1,102	367	

Hardwood Pulp/topwood 680 Tons

Notes:

* Veneer/Stave Volumes are out of the total volumes/specie

*97 individual pulpwood trees marked with a "dot". 31 cull trees marked with an "X"

* Mixed Hardwoods Includes: Beech, Black gum, Elm, & 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 \$2,500.00.

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.

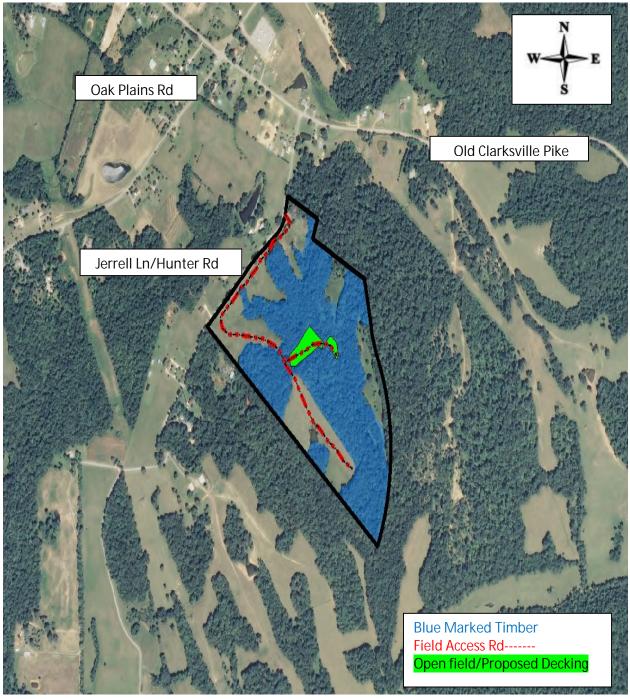
9.. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

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.

Karen Guy Timber Sale Map Cheatham County, TN 47 +/- Acre Sale Unit



Map Scale 1:4000 (May scale may not be accurate due to file conversion)



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BID OFFER For KAREN GUY 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 Ms. Karen Guy, 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.)