

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

May 5, 2014

Dotson Timber Sale Notice

Bid Opening: Friday May 30, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. and Mrs. Ralph Dotson has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Dickson in Dickson County, TN. The property is identified as <u>Control Map 052 Parcel 009.00, 010.00 & 011.00</u>.

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a +/- 265 acre tract. The actual sale units include +/- 109.12 acres of "blue marked" timber which contains 455,370 bdft of hardwood sawtimber and 3,150 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 147 bdft/tree. There are <u>134 White oak</u> trees with an estimated <u>14,493 bdft</u> of potential Veneer and <u>599 White oak</u> trees with an estimated <u>57,879 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". White oak makes up 60% of the total volume, followed by Red oak (29 %), and Yellow poplar (3%).

The tract can be accessed from HWY 46 (Yellow Creek Road) through the pastures. Proposed haul road(s) is through the pastures back to HWY 46. There are a couple of different access points. Purchaser and Seller will make the decision of best access point together.

Location:

The tract is located just west of HWY 46 (Yellow Creek Rd.) The property address is 3225 Yellow Creek Rd. <u>Access from Dickson</u>: From HWY 70/HWY 46/235 intersection travel approximately 12.1 miles to the landowners home located at 3225. Turn into the landowner's driveway and hang a left around the barn before you get to the house. Travel through the field to the left of the barn until you reach a fence. The fence will have a cattle gap in it. <u>Be sure to shut the first cattle gap behind you</u>). Travel through the cattle gap until you reach another fence row. This fence row will have a cattle gap and should be opened. From there you can access the timber at any point from the pastures. (See attached sale map for access road location).

Sale Description:

The sale unit includes the area highlighted in blue on the attached map. There are +/- 109.12 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. Potential Veneer trees are marked with a "V". Property lines are well marked with <u>ORANGE</u> <u>FLAGGING & FENCES</u>. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

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 May 30, 2014 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 May 30, 2014. (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. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by June 13, 2014.

Notes:

- <u>The attached volumes are estimates only</u>. Bidders should satisfy themselves as to the quality and guantity of the said timber.
- <u>There are 333 individual pulp sized trees marked and 126 cull trees that must be felled or adequately</u> <u>girdled.</u>

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

Dotson Timber Sale Volume Summary 109.12 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	1640	272,891	166
Red oak	966	129,867	134
Yellow poplar	64	15,254	238
Hickory	82	7,644	93
Sweet Gum	64	7,267	114
Hard maple	68	5,678	84
Black cherry	52	5,544	107
Mixed Hardwoods	93	5,470	59
Post oak	51	3,620	71
Ash	15	1,661	111
Chestnut oak	4	276	69
Black walnut	3	198	66
Total	3102	455,370	147

Estimated Veneer/Stave Volumes from Butt logs				
Species	# of Logs	Bdft Volume	Average/log	
White Oak Veneer	134	14,493	108	
White oak Stave (3 Clear)	599	57,879	97	
Total	733	72,372	99	

Hardwood Pulp/topwood 3,150 Tons

Notes:

*333 individual pulpwood trees marked with a "dot". 126 cull trees marked with an "X"

* Mixed Hardwoods Includes: Black gum, Beech and Elm

* The above Volumes are estimates only. Bidders should satisfy themselves to the quanitity 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 \$5,000.00.

3. This Agreement shall be in full force and effect for a period of <u>2 year (24 months)</u> 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. Due care needs to be taken along the interior fence between the pasture and marked timber. If a fence is broken it needs to be patched temporarily until landowner can fix it. Landowner has agreed to help with interior fence repair to a certain extent.

9. Within the sale unit all Blue Marked trees must be felled and merchantable products be removed at the option of the buyer.

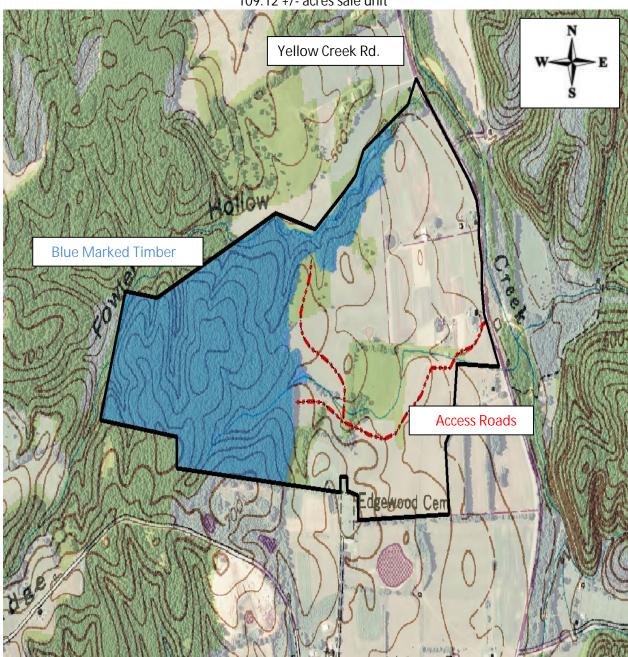
10. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

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.

Dotson Timber Sale Map Dickson County, TN 109.12 +/- acres sale unit



Map Scale 1:5000 (Map scale may not be accurate due to file conversion)



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BID OFFER For DOTSON 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. & Mrs. Ralph Dotson, in Dickson 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.)