



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

July 1, 2014

Houser Timber Sale Notice

Bid Opening: Friday August 1, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

The Houser siblings have authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Lawrenceburg in Lawrence County, TN. The property is identified as Control Map 080 Parcel 030.00 & 027.01.

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a +/- 209 acre tract. The actual sale units include +/- 168.37 acres of "blue marked" timber which contains 702,199 bdf of hardwood sawtimber and 3,969 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 145 bdf/tree. There are 37 White oak trees with an estimated 5,481 bdf of potential Veneer and 208 White oak trees with an estimated 24,109 bdf of potential Stave. 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 40% of the total volume, followed by Yellow poplar (26%), and White oak (21%).

The tract can be accessed from both sides of Rocky Lane. Proposed Logging decks are identified on the attached map. The tract has excellent access and would serve as a good winter time operation.

Location:

The tract is located on both sides of Rocky Lane just west of Lawrenceburg, TN. Access from Lawrenceburg: Travel approximately 1.8 miles on US 64 west towards Waynesboro. Turn left onto TN-242 South and travel 2.2 miles. Turn right onto Waterloo Rd. and travel approximately 1.6 miles. Turn right onto Rocky Lane and travel approximately 1.1 miles to the south end of the timber. Marked timber is located on both sides of Rocky Lane until you reach the open fields on the north end of the tract. There is a gate on each side of the road through the field areas on the north end. These gates will be opened for access to view the timber. Proposed log decks are shown on the attached map as well. The areas highlighted in red on the map are grown up fields and have no marked timber within them.

Sale Description:

The sale unit includes the area outlined in black on the attached map. There are +/- 168.37 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. Potential Veneer trees are marked with a "V". Property lines are well marked with ORANGE FLAGGING & FENCES. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. SMZ's are not flagged on the ground. 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 August 1, 2014 at which time they will be opened. The bid opening will be held at Hardee's Restaurant located in Lawrenceburg, TN. (1411 N Locust Ave) 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 7:30 AM on August 1, 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 August 15, 2014.

Notes:

- *The attached volumes are estimates and for informational purposes only. The Seller and Seller's Agent (Arbor Springs Forestry) makes no guarantees to the quantity and quality of marked timber. Bidders should satisfy themselves as to the quality and quantity of the said timber.*
- *There are 591 individual pulp sized trees marked and 64 cull trees that must be felled or adequately girdled.*
- *Proposed log decks are marked on the attached map, but are negotiable by Seller or Seller's Agent. Decks and skids trails must be approved in advance. Some of the field areas identified on the map are planted in wildlife plots. The existing roads through the fields can be used, but no equipment is to be used within the planted areas. Tops and other logging debris must be removed from the fields as well.*
- *There is a spring located within the "grown-up field area". No timber is marked in this area. No equipment is permitted in or around this spring. It is identified on the attached map.*

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

Houser Timber Sale
Volume Summary

168.37 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	2392	282,596	118
Yellow poplar	646	184,353	285
White oak	778	144,703	186
Hickory	424	42,106	99
Post oak	457	36,461	80
Mixed Hardwoods	57	5,882	103
Black cherry	70	5,051	72
Ash	6	1,047	175
Total	4830	702,199	145

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	37	5,481	148
White oak Stave (3 Clear)	208	24,109	116
Total	245	29,590	121

Hardwood Pulp/topwood	3,856 Tons
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Notes:

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

*591 individual pulpwood trees marked with a "dot". 64 cull trees marked with an "X"

* Mixed Hardwoods Includes: Sweet gum, Black gum, Red maple, Hard maple (2), and Sycamore

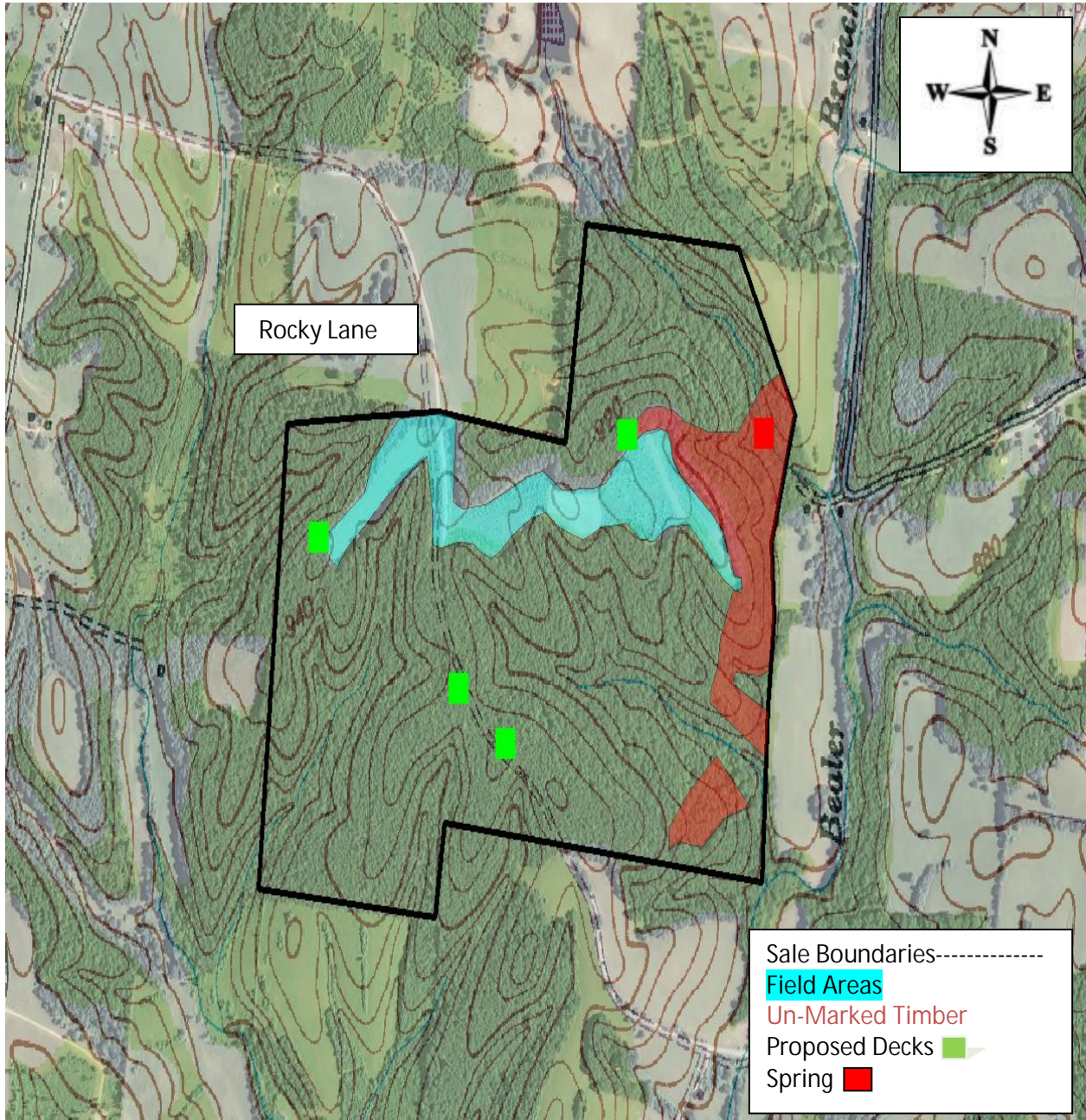
* The above Volumes are estimates and for informational purposes only.

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 \$5,000.00.
3. This Agreement shall be in full force and effect for a period of 2 year (24 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 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.

Houser Timber Sale Map
Lawrence County, TN
168.37 +/- acres sale unit



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



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BID OFFER

For

HOUSER 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 the Houser Siblings, in Lawrence 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.)