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[jonathan@arborspringsforestry.com](mailto:jonathan@arborspringsforestry.com)

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October 14, 2014

## Babcock Timber Sale Notice

*Bid Opening: November 7, 2014 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. "Cowboy" Joe Babcock has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near College Grove in Williamson County, TN. The property is identified as Control Map 176 Parcel 016.00.

### General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of +/- 394 acres. The actual sale unit includes +/- 160 acres of "blue marked" timber which contains 453,413 bdf of hardwood sawtimber and 1500 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 184 bdf/tree. Yellow poplar makes up 21% of the total volume, followed by Hard maple (20%), Mixed hardwoods (14%), Ash (14%), Black walnut (9%), and Black cherry (9%). There are 24 Black walnut trees with 2,810 bdf tallied as having potential veneer quality butt logs. These trees are marked with a "V" above the "slash".

### Location:

The sale unit is located just south of Flat Creek Road near College Grove in Williamson County, TN. The southern end of the sale unit is on the Williamson/Marshall county line. Access from TN-840: Take exit 30 and travel south on HWY 431 towards Lewisburg for 8.9 miles. Turn left onto Flat Creek Rd. and travel another 6.1 miles. Access from HWY 31 (Horton Hwy) Turn west onto Flat Creek Rd. and travel approximately 2.3 miles. The access to the tract is "Babcock Lane" This access road is directly south of Giles Hill Rd. Turn up the access road and travel through the first gate. This gate should be unlocked, but if it is locked there is a key under a rock at the base of the right gate post. Travel up the access road as shown on the attached sale map to the marked timber. The access road goes through the pastures to the north end of the sale unit. The road continues up the hollow and to the top of the ridge in the southwest corner of the property. All access roads shown on map are passable with a 4x4 vehicle. BE SURE TO SHUT ANY GATES BEHIND YOU THAT YOU OPEN. THERE ARE CATTLE PRESENT IN THE PASTURES.

### Sale Description:

The sale includes the areas shaded in blue as shown on the attached map. There are +/- 160 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 ORANGE FLAGGING & OLD FENCE. All BMP'S must be followed during the operation. On the attached map the proposed haul road is shown as a red dotted line. Skid trails and log decks must be approved by owner/agent in advance.

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 November 7, 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 9:00 AM on November 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 \$3,500.00. This will be due at contract signing.

**PAYMENT:** 10 % of payment for said timber is due at contract signing by November 21, 2014. The remaining 90% is due on January 5, 2015.

#### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The two smaller areas shaded in blue on the map are eligible for clearcut if desirable by Purchaser. Only the marked trees were tallied for volume. No pulpwood volume was taken in these areas. They are NOT required to be clearcut.
- The successful Purchaser could have the opportunity to harvest several acres of Cedar and hardwood pulpwood in addition to the marked timber if so desired by the Purchaser. This would be a separate dealing of timber.
- 225 individual pulpwood trees marked with a "dot". 38 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.
- Timber harvesting cannot begin until after payment on January 5, 2014, due to deer season.

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

Babcock Timber Sale  
Volume Summary  
160 +/- acres (Blue Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	254	95,539	376
Hard Maple	421	84,386	200
Mixed Hardwoods	662	61,883	93
Ash	328	60,473	184
Black Walnut	328	40,983	125
Black Cherry	207	40,335	195
Red Oak	120	39,308	328
Hickory	103	21,880	212
Chinkapin oak	40	8,626	216
<b>Total</b>	<b>2,463</b>	<b>453,413</b>	<b>184</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
Black Walnut	24	2,810	117
<b>Total</b>	<b>24</b>	<b>2,810</b>	<b>117</b>

Hardwood Pulp/topwood	1500 Tons
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Notes:

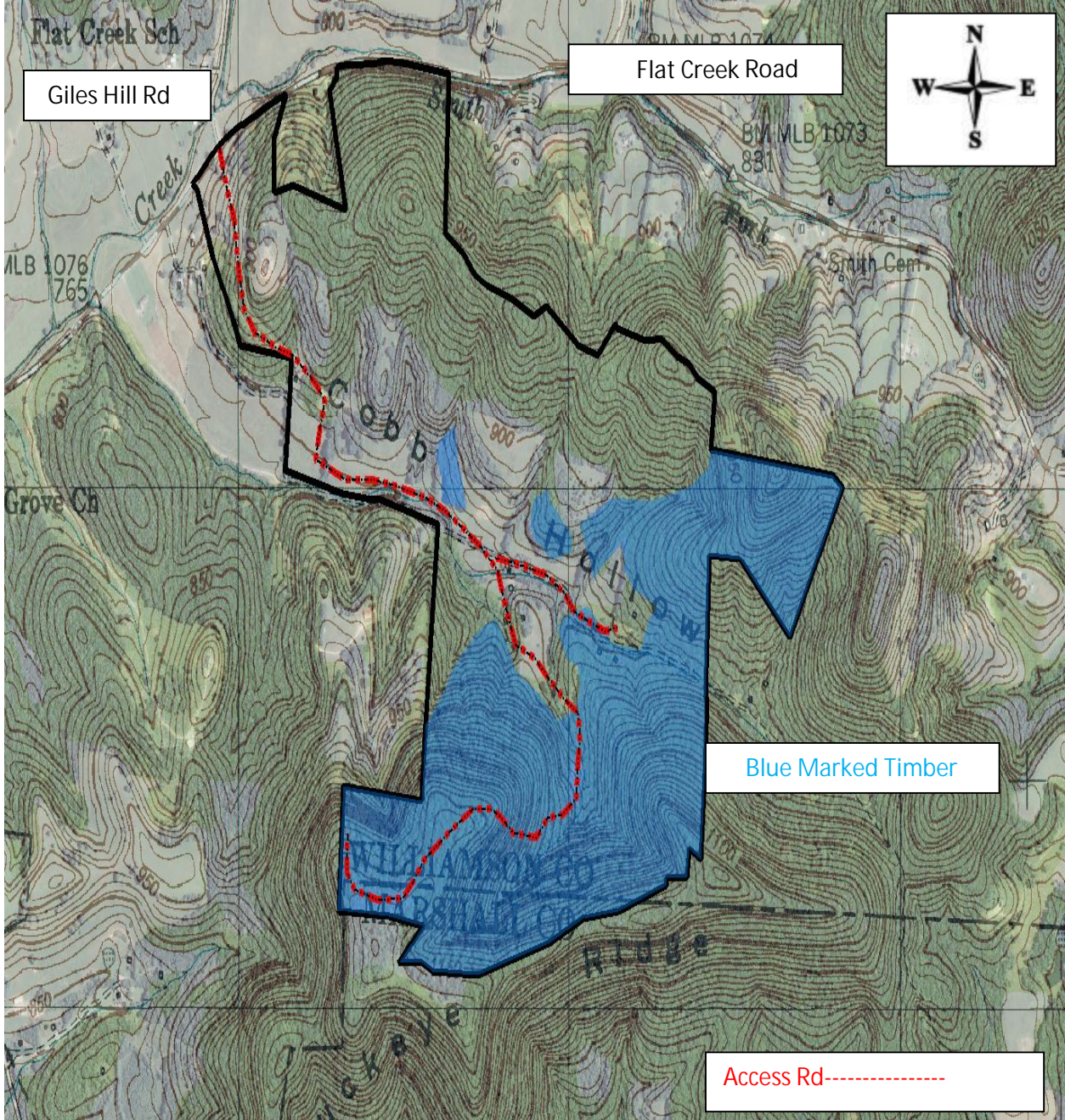
- \* Veneer Volumes are out of the total volumes/specie
- \* 225 individual pulpwood trees marked with a "dot". 28 cull trees marked with an "X"
- \* Mixed Hardwoods Includes: Hackberry, Elm, Sassafras, Beech, & Sycamore
- \* The above Volumes are estimates only. Bidders should satisfy themselves to 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 \$3,500.00.
3. This Agreement shall be in full force and effect for a period of 24 months (2 years). 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 "Pre-Harvest" 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.
13. Seller and/or Seller's hunting lessee are responsible for removing any deer stands throughout the sale unit. Purchaser is not responsible for damage to deer stands.

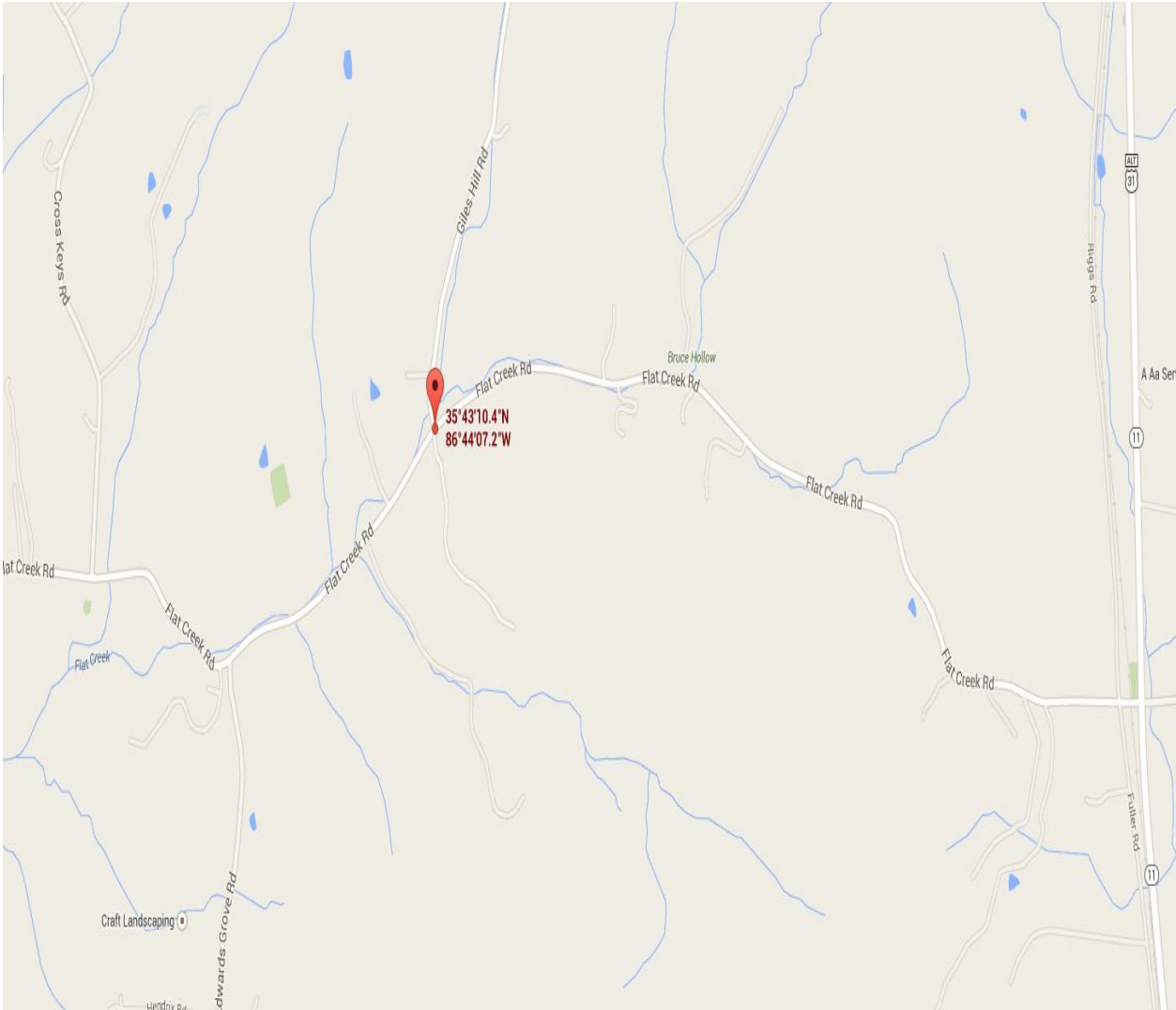


Babcock Timber Sale Map  
Williamson County, TN  
160 +/- Acre Sale Unit



Map Scale 1:5000  
(Map Scale may be inaccurate due to file conversion)

Babcock Location Map





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## BID OFFER

For

### BABCOCK 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. Joe Babcock 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.)