

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

December 13, 2014

Chris Moore Timber Sale Notice

Bid Opening: Friday January 16, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Chris Moore has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Franklin in Williamson County, TN. The property is identified as <u>Control Map 088 Parcel 018.00, Deed Book 6027 Page 847.</u>

General Description of Sale:

This is a +/- 45 acre marked sale of high quality hardwood timber. The sale unit is marked with "blue" timber marking paint in which only the marked trees are eligible for harvest. There is an estimated 178,495 bdft of hardwood sawtimber and 490 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 334 bdft/tree. Red oak makes up 78% of the total volume, followed by Ash (15%). The sale and property boundaries are flagged with *PINK FLAGGING*.

The proposed haul road is an existing road on a lot owned by the State of Tennessee Highway Department. This access is part of the easement of HWY 96 and can be used for a haul road. The road has good access and would serve as an excellent winter time operation. (See Sale Map for haul road location).

Location:

The sale unit is located east of Franklin along HWY 96. <u>Access from I65/HWY 96 (exit 65)</u>: Travel East on HWY 96 for approximately 4.0 miles. The access road will be located on your right. There is *ORANGE FLAGGING* at the entrance. You can drive to the property line and either walk or take an ATV through the marked timber. There is good ATV access throughout the sale unit. (See enclosed sale map)

Sale Description:

The sale includes the area highlighted in "Red" shown on the attached map. There are +/- 45 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/or sale boundaries are well marked with <u>PINK FLAGGING</u>. BMP's must be applied throughout the sale.

Bidders are welcome to look at the timber at your convenience. We 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 on Friday January 16, 2015 at which time they will be opened. The bid opening will be held at Buddy's Restaurant located at HWY70 E/Buddy Rd. intersection in Dickson. 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 9:00 AM on January 16, 2015. (Morning of the bid). 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 30, 2015.

Notes:

- <u>The attached volumes are estimates only</u>. <u>Bidders should satisfy themselves as to the quality and quantity of the said timber</u>.
- <u>88 pulpwood sized trees (6-10" dbh) are marked with a "dot" and 12 cull trees are marked with an "X".</u> These trees must be felled or adequately girdled during the operation.
- <u>All current ATV trail can be used for skidding, but must be left in as good or better conditions as they</u> <u>were found before the operation.</u>
- Logging operation may not take place from October 1-Novemeber 30 due to hunting 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 615-498-8700

Moore Timber Sale

Volume Summary

45 +/- acres (Marked timber)

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	330	140,608	426
Ash	150	26,433	176
White oak	6	2,893	482
Chickipin Oak	12	2,411	201
Mixed Hardwoods	15	1,963	131
	10	1,903	131
Hickory	7	1,922	275
Hard maple	7	1,342	192
Black walnut	8	923	115
Total	535	178,495	334

Hardwood Volume Estimates (Doyle FC 78)

Hardwood Pulp/topwood	490 Tons

Notes:

*88 individual pulpwood trees marked with a "dot". 12 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 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>1.5 years (18 months)</u> from contract signing date, excluding Oct. 1-November 15 due to deer season. 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.

The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
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 by the Purchaser.

9. All trees within the CLEARCUT sale unit boundaries are eligible for harvest and must be felled. Any merchantable product found can be removed at the option of the buyer.

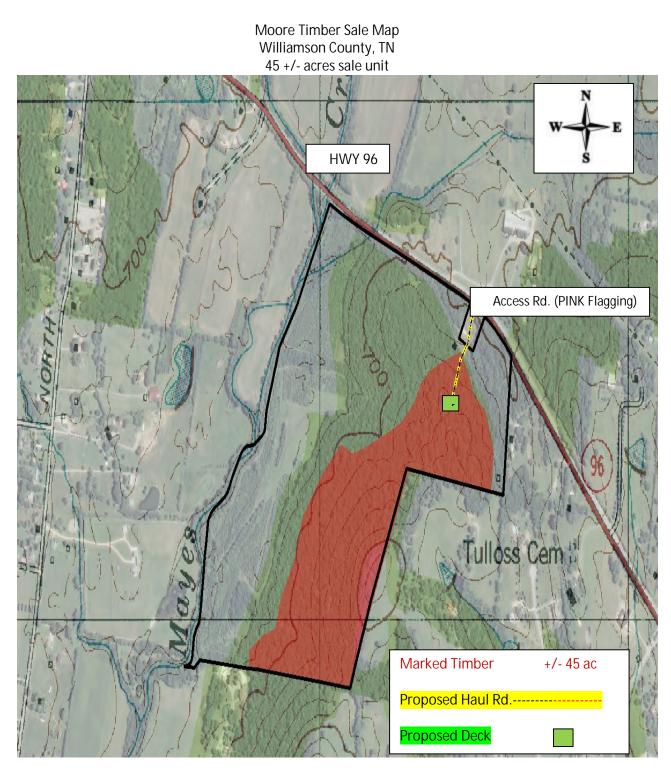
10. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.

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.

14. Any damage to tree stands or hunting blinds within the sale unit is not the responsibility of the Purchaser. It is the Seller's responsibility to remove these items before the operation begins.



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



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BID OFFER For MOORE 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. Chris Moore, in Williamson 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.)