

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-1370 (office/fax)

jonathan@arborspringsforestry.com

December 20, 2014

St. Cecilia Congregation Timber Sale Notice

Bid Opening: TUESDAY January 20, 2015 at 10:30 AM CDT

Attn: Buyers of Standing Timber,

St Cecilia Congregation 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 124 Parcel 008.00.</u>

General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of +/- 72 acres. The actual sale unit includes +/- 52 acres of "blue marked" timber which contains 133,190 bdft of hardwood sawtimber and 610 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 131 bdft/tree. Red oak makes up 45% of the total volume, followed by White oak (37%), and Yellow poplar (11%). There are 10 White oak trees with 2,810 bdft tallied as showing potential VENEER characteristics for the butt logs, and 62 White oak trees with 6,895 bdft tallied as showing potential STAVE characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash".

Location:

The sale unit is located just west of Garner Creek Rd. near Dickson in Dickson County, TN. The eastern property boundary is along Garner Creek Rd.

Access from I-40 (Exit 163)

- · Take EXIT 163 for TN-48 (towards Centerville/Dickson)
- · Take a RIGHT when you get off of the exit (TN-48 towards Dickson)
- · Take 2ND LEFT on Harris Road
- · At stop sign, turn RIGHT at Garners Creek Road
- · Stay on Garners Creek Road for about 3.3 miles
- · Bethany Convent (2002 Garners Creek Road) is a small yellow house on the left, surrounded by a white fence. Bethany Retreat house is the large building at the top of the hill.

The access road and timber layout is shown on the attached sale map. There is good access into the tract and it would be an excellent winter time operation. <u>Please note the trail maintenance</u> requirements that go with the sale. A bulldozer would be required to effectively blade the trails.

Sale Description:

The marked timber includes the areas shaded in blue as shown on the attached map. The pink shaded area on the map in non-forested and buffer zone areas. The marked timber is +/- 52 acres. 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 in volume estimate. Property lines are marked with <u>ORANGE/PINK FLAGGING & FENCE</u>. 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. All existing trails can be used to skid logs, These trails must be left open and bladed with a dozer.

Bidders are welcome to look at the timber at your convenience. A courtesy call should be made to me or the Bethany Retreat maintenance phone at 615-878-9925 prior to visiting property. 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 10:30 AM CDT on Tuesday January 20, 2015 at which time they will be opened. The bid opening will be held at <u>The Retreat House located on the sale area.</u> Buyers are welcome to attend the bid opening. 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 January 20, 2015.</u> (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 \$2,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment is due by at contract signing by February 3, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Trails are an important part of this harvest operation. See attached trail map for trails that must meet the following specs:
 - o Trails on Map must be left open with no logging debris
 - o Trails must be bladed to +/- 10' wide with a dozer and have proper water turn outs where necessary.
 - o Trails must be approved before performance bond in released.
- 95 individual pulpwood trees marked with a "dot". 148 cull trees marked with an "X". These trees must be felled during the operation. Any merchantable products can be removed at the option of the buyer.

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. Please call me or the maintenance number at 615-878-9925 prior to visiting property. Feel free to contact me if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs

St. Cecilia Congregation Volume Summary 100% Talley

52+/- acres (marked timber)

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

| Species | # of Trees | Bdft Volume | Average/Tree |
|-----------------|------------|-------------|--------------|
| Red oak | 478 | 59,273 | 124 |
| White oak | 369 | 49,581 | 134 |
| Yellow poplar | 39 | 14,577 | 374 |
| Post oak | 43 | 2,998 | 70 |
| Hickory | 30 | 2,645 | 88 |
| Mixed Hardwoods | 22 | 1,503 | 68 |
| Black cherry | 21 | 1,384 | 66 |
| Hard Maple | 8 | 831 | 104 |
| Black walnut | 5 | 302 | 60 |
| Ash | 1 | 96 | 96 |
| Total | 1016 | 133,190 | 131 |

Estimated Veneer/Stave Volumes from Butt logs

| Species | # of Logs | Bdft Volume | Average/log |
|---------------------------|-----------|-------------|-------------|
| White Oak Veneer | 10 | 1,124 | 112 |
| White oak Stave (3 Clear) | 62 | 6,895 | 111 |
| Total | 72 | 8,019 | 111 |

| | (40 T |
|-----------------------|----------|
| Hardwood Pulp/topwood | 610 Tons |

Notes:

^{*95} individual pulpwood trees marked with a "dot". 114 cull trees marked with an "X"

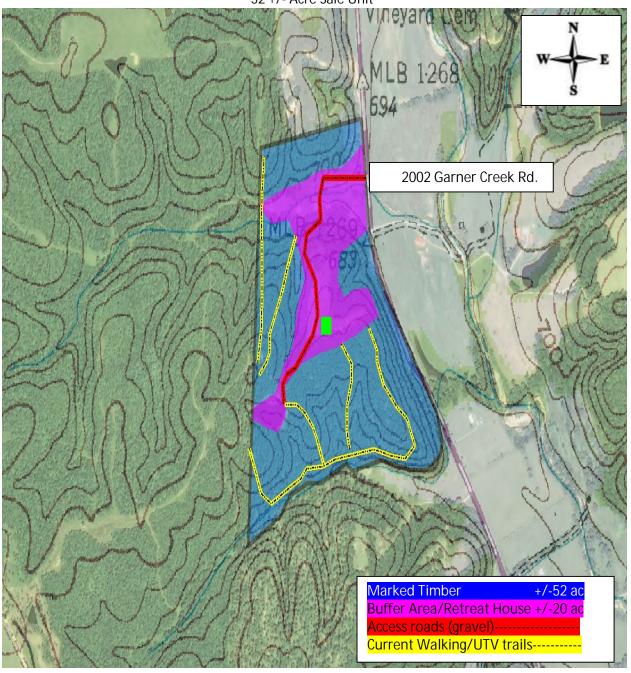
^{*} Mixed Hardwoods Includes: Black gum, Beech, & Red maple

^{*} The above Volumes estimates are 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 \$2,500.00.
- 3. This Agreement shall be in full force and effect (<u>Until December 31, 2015</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 "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. Logging debris must be left as low as reasonable possible. Normally this would be +/- 4 feet from the ground maximum. 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.
- 14. Trails outlined in "Yellow" on the attached map must be restored to the following terms in the "Notes" section

St. Cecelia Timber Sale Map Dickson County, TN 52 +/- Acre Sale Unit



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

Trail Map provided by landowner (Reference for above map) LEGEND



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BID OFFER

For

ST. CECILIA CONGREGATION 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 St. Cecilia Congregation in Dickson 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.)