

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

jonathan@arborspringsforestry.com

February 23, 2016

Street Timber Sale Notice

Bid Opening: Friday March 11, 2016 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Ralph Street has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dickson in Dickson County, TN. The said timber is located at 2590 HWY 48 N., DICKSON, TN 37055 on 3 parcels identified as <u>Control Map 084 Parcel 035.05</u>, <u>Control Map 084 Parcel 026.01</u>, and <u>Control Map 084 Parcel 026.00</u> (<u>Portion</u>) as currently shown on the Tennessee Property Viewer.

The tract has an access forest road just north of the PAVED driveway at 2590 mailbox. This is the road that will be used to remove timber. NO TRUCKS OR EQUIPMENT IS PERMITTED ON PAVEMENT. There is a good tile across the forest road, but some wash has occurred over the tile and some work will be required to access road with tractor-trailer.

General Description of Sale:

This is a marked select cut sale on a tract consisting of +/- 35 acres. The actual sale unit is +/- 22 acres (See sale map) which contains 108,787 bdft of quality hardwood sawtimber, and 485 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 359 bdft/tree. Yellow poplar makes up 38% of the total volume, followed by Red oak (19%), and White oak (19%) There are 14 White oak trees with 2,752 bdft tallied as showing potential VENEER characteristics for the butt log, and 32 White oak tree with 5,514 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 at 2590 HWY 48 N., Dickson, TN 37055. Access from HWY 70/48 Intersection in <u>Dickson</u>: Travel North on HWY 48 for approximately 3.4 miles. The timber will be on your right. The forest access road is located just past the paved driveway to the home and just before you cross the bridge on Jones Creek. There are ORANGE FLAGS hung at the forest access road entrance. You can park here to view the timber. (See enclosed maps).

Sale Description:

The sale unit includes the area shaded in blue as shown on the attached map. 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 well

marked with <u>Orange Flagging and fence</u>. All BMP'S must be followed during the operation. On the attached map the existing forest trails are shown as a red dotted line and the paved driveway is shown as a solid yellow line. Log deck location is negotiable, but must be approved in advance by the Seller.

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. If you look at the timber on your own, please call me at 615-498-8700 before visiting the property so I can text the Seller to let them know you are coming.

Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Friday March 11, 2016 at which time they will be opened. The bid opening will be held at <u>Jeanie's Café in Burns, TN (HWY 96 across from Dollar General Store)</u>. 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 <u>9:00 AM on March 11, 2016.</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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment is due at contract signing by March 25, 2016.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 25 individual pulpwood trees marked with a "dot". 9 cull trees marked with an "X" within the sale unit. These trees are to be felled during the operation. Any merchantable products can be removed at the option of the buyer.
- Road work will be required to access entrance of forest road.
- A small area (less than 1/10 acre) near along the creek is flagged with Orange Flagging. All trees inside this area (10 pulpwood trees) must be felled and logging debris cleaned from the area. This will be used as a picnic area for the Seller in the future.
- Again, no equipment is permitted on driveway.
- A few trees are marked along the driveway that will need to be felled back into the woods due to powerline. It will be the discretion of the Purchaser if they choose not to fell a certain tree in this area.

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

Street Volume Summary

22 +/- acres

(Blue Marked Selective Harvest)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	87	41,801	480
Red oak	50	20,895	418
White oak	48	20,740	432
Hickory	33	10,585	321
Hard maple	26	4,931	190
Mixed Hardwoods	19	2,835	149
Ash	12	2,569	214
Post oak	11	1,823	166
Chinkapin oak	3	1,003	334
Black cherry	9	1,002	111
Black walnut	5	603	121
Total	303	108,787	359

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave (3 Clear)	32	5,514	172
White oak Veneer	14	2,752	197
Total	46	8,266	180

Hardwood Dula /tanwood	485 Tons
Hardwood Pulp/topwood	400 10118

Notes:

^{*} Veneer/Stave Volumes are out of the total volumes/specie

^{*25} individual pulpwood trees marked with a "dot". 9 cull trees marked with an "X"

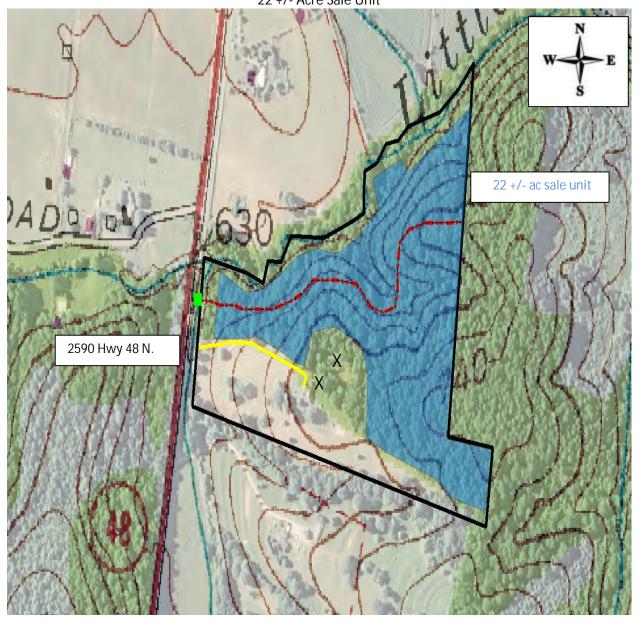
^{*} Mixed Hardwoods Includes: Beech, Black gum, Sassafras, & Sycamore

^{*} 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 \$1,500.00.
- 3. This Agreement shall be in full force and effect until <u>December 31, 2016.</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 reasonably possible. 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. No logging trucks or equipment will be permitted on paved driveway. Any damage to the driveway is the responsibility of the Purchaser.

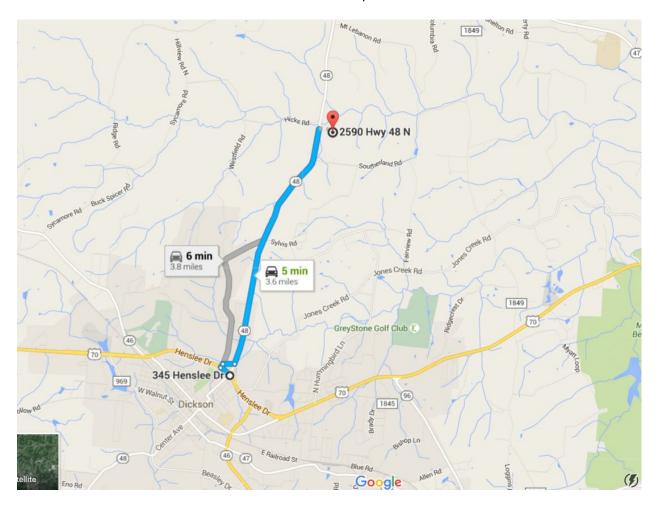
Street Timber Sale Map Dickson County, TN 22 +/- Acre Sale Unit





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

Location Map





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BID OFFER For STREET 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. Ralph Street 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.)