



333 Beechwood Drive  
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February 22, 2016

## Stough Timber Sale Notice

*Bid Opening Tuesday March 15, 2016 at 10:00 AM CDT*

*The following bid notice is for TWO separate Sales "Marked Hardwoods" and "Marketable Cedar". (See details below for each sale). Bidders are welcome to bid on either sale or both. It is not required to bid on both sales.*

Attn: Buyers of Standing Timber,

Mrs. Elizabeth Stough has authorized Arbor Springs Forestry to serve as her agent in the sale of said Hardwood and Cedar timber located on her property near Petersburg in Lincoln County, TN. The said timber is located on 3 parcels identified as Control Map 018 Parcels 003.00, 016.00, and 015.00 in the Lincoln County property data records.

These parcels are located on both sides of Gingerbread Rd. With a few different access points that would serve as a good winter time logging operation.

### General Description of Sale:

#### Hardwoods:

This is a 100% tallied marked select cut sale on 3 parcels consisting of +/- 291.34 acres. The actual sale unit is +/- 52.50 acres (See sale map) which contains 111,116 bdf of hardwood sawtimber, and 325 tons of hardwood topwood. All hardwood sawtimber trees average 148 bdf/tree. Red oak makes up 31% of the total volume, followed by Ash (25%), and Black Walnut (16%) There are 2 Black Walnut trees with 247 bdf tallied as showing potential VENEER characteristics for the butt log.

#### Cedar:

All Marketable Cedar on the tract is eligible for harvest. The Cedar will be sold to the successful buyer on a per ton basis. The Cedar was not cruised or tallied on the tract. The main portion of Cedar is concentrated within the "pink shaded area" on the attached sale map, however there is a significant amount of Cedar trees scattered throughout the remainder of the property including the hardwood units. Again all Marketable Cedar is eligible for harvest.

#### Location:

The sale units are located on both sides of Gingerbread Rd. The home site in between the sale parcels has an address of 164 Gingerbread Rd., Petersburg, TN. Access from Petersburg: Travel East on TN-129 for approximately 1.9 miles. Turn right onto Gingerbread Rd. and travel another 2.1 miles. The sale

units will be on both sides on the road. There is "ORANGE FLAGGING" hung at the access points to view the timber (See Sale Map). You should be able to see "blue marked trees" on the east side of the road. You can travel through the pastures on the west side of the road to the hardwood timber with a 4x4 vehicle. Please be sure to shut gates behind you when leaving the tract if they are shut when you get there. Cattle is present on the east side of the tract.

#### Sale Description:

##### Hardwoods:

The sale unit includes the area shaded in blue as shown on the attached sale map. The hardwoods are scattered in these areas amongst Cedar and undesirable pulpwood trees. Within this 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 well marked with FENCE/Orange Flagging. All BMP'S must be followed during the operation. On the attached map the existing access travel routes are shown as a yellow dotted line. There is already a good skid trail system throughout the hardwood sale units and logging deck areas are negotiable, but must be approved by owner/agent in advance.

##### Cedar:

This sale unit includes all Marketable Cedar within the black solid property lines shown on the attached sale map. The area shaded in pink on the sale map is a "pure" stand of Cedar that ranges in size from 6-14 inch dbh. The remainder of the property has Cedar scattered throughout with some trees being "log sized". Again no inventory was taken on the Cedar.

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:

##### Hardwoods:

Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Tuesday, March 15, 2016 at which time they will be opened. The bid opening will be held at Jeanie's Café in Burns, TN (HWY 96 across from Dollar General Store). 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 9:00 AM on March 15, 2016. (Morning of the bid opening). Please call if sending a fax to ensure it was received.

##### Cedar:

A dollar amount submitted on a per tonnage basis only will be accepted until 10:05 AM CDT on Tuesday, March 15, 2016 at which time they will be opened. The bid opening will be held at Jeanie's Café in Burns, TN (HWY 96 across from Dollar General Store). Buyers are welcome to attend the bid opening. 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 March 15, 2016. Please call if sending a fax to ensure it was received.

AGAIN, IT IS NOT REQUIRED TO BID ON BOTH SALES. BIDDERS MAY SUBMIT BIDS TO ONLY ONE OR BOTH SALES.

PERFORMANCE BOND: The Successful Bidder for each sale shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,000.00. This will be due at contract signing.

PAYMENT:

Hardwoods:

100 % of payment is due at contract signing by March 29, 2016.

Cedar:

Weekly payment to the Seller will be made based on the tonnage of Cedar that was delivered to the mill from the previous week. The day of the week will be determined by the logging ticket schedule. Logging tickets will be provided to the Seller and/or Seller's agent Arbor Springs Forestry on a weekly basis as well. Tickets can be emailed, faxed, or hand delivered. Logging tickets must show the mill ticket number from the receiving mill and the amount of Cedar in tons that was delivered to the mill for the previous week. Records of the tonnage amounts will be kept by the Seller's agent. The amount again will be based on the Purchaser's bid amount per ton.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- No pulpwood sized trees or cull trees are marked in the hardwood unit.
- Cedar is scattered throughout the entire tract west of Gingerbread Rd. and all marketable Cedar is eligible for harvest. (NO TONNAGE ESTIMATES WERE MADE).
- Good skid trails are in place.
- Logging decks are negotiable and will be discussed with Seller before operation begins.
- Gravel may be required at points of entry onto Gingerbread Rd. if mud is being brought onto county road during wet conditions.

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

Arbor Springs Forestry  
615-498-8700

STROUGH  
 Hardwood Volume Summary  
 52.50 +/- acres  
 (Blue Marked Selective Harvest)

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

| Species         | # of Trees | Bdft Volume    | Average/Tree |
|-----------------|------------|----------------|--------------|
| Red oak         | 130        | 34,779         | 268          |
| Ash             | 248        | 28,107         | 113          |
| Black walnut    | 168        | 18,024         | 107          |
| Hickory         | 64         | 12,953         | 202          |
| Chinkapin oak   | 57         | 7,825          | 137          |
| Mixed Hardwoods | 67         | 6,700          | 100          |
| Black cherry    | 8          | 1,263          | 158          |
| Hard maple      | 9          | 1,126          | 125          |
| Yellow poplar   | 1          | 339            | 339          |
| <b>Total</b>    | <b>752</b> | <b>111,116</b> | <b>148</b>   |

Estimated Veneer/Stave Volumes from Butt logs

| Species             | # of Logs | Bdft Volume | Average/log |
|---------------------|-----------|-------------|-------------|
| Black Walnut Veneer | 2         | 247         | 124         |
| <b>Total</b>        | <b>2</b>  | <b>247</b>  | <b>124</b>  |

|                       |          |
|-----------------------|----------|
| Hardwood Pulp/topwood | 325 Tons |
|-----------------------|----------|

Notes:

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

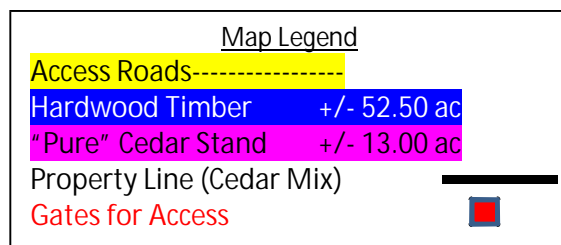
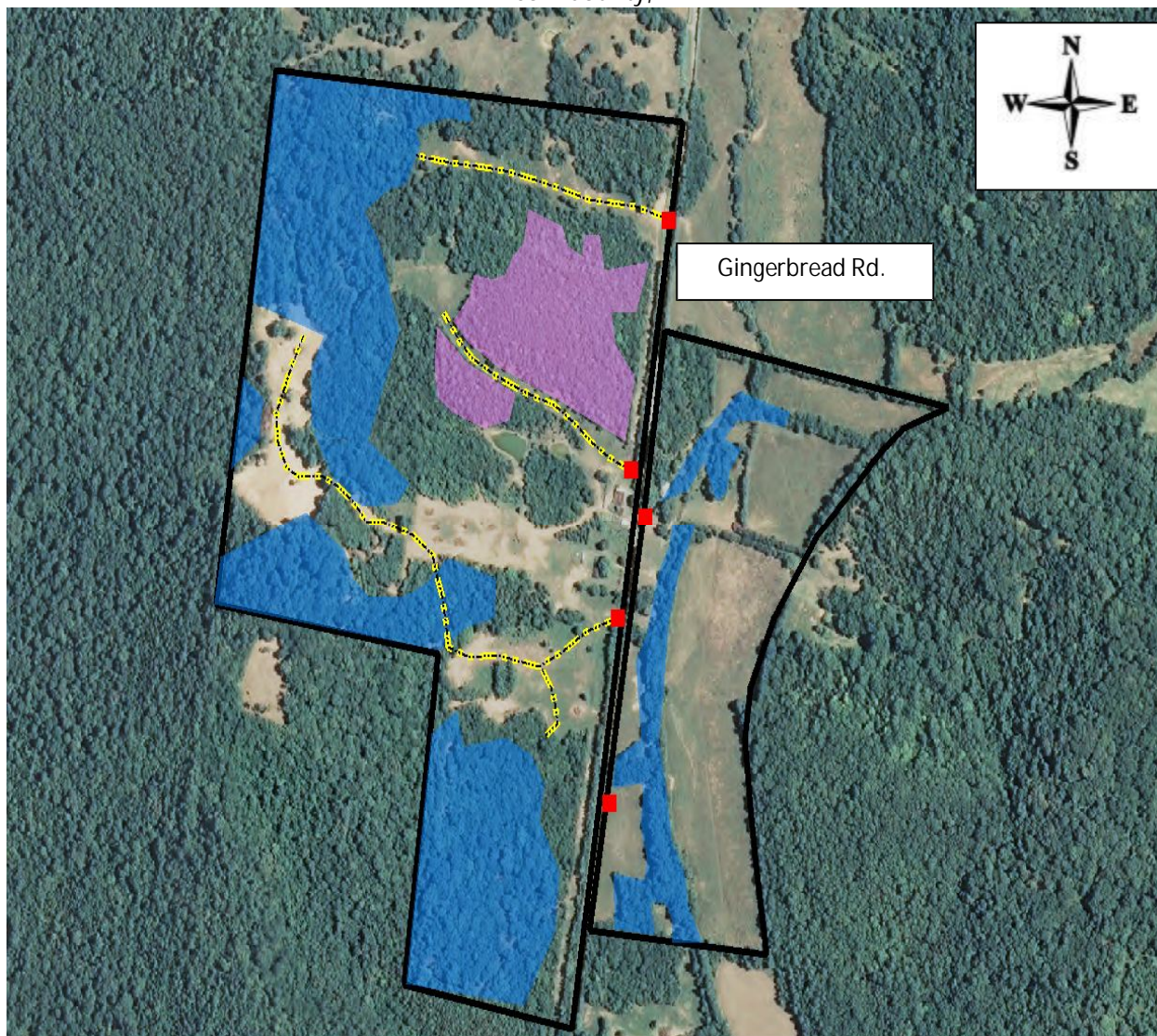
\* Mixed Hardwoods Includes: Hackberry, Elm, & Sassafras

\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

TERMS AND CONDITIONS OF SALE  
(ALL TERMS & CONDITIONS APPLIES TO BOTH SALES)

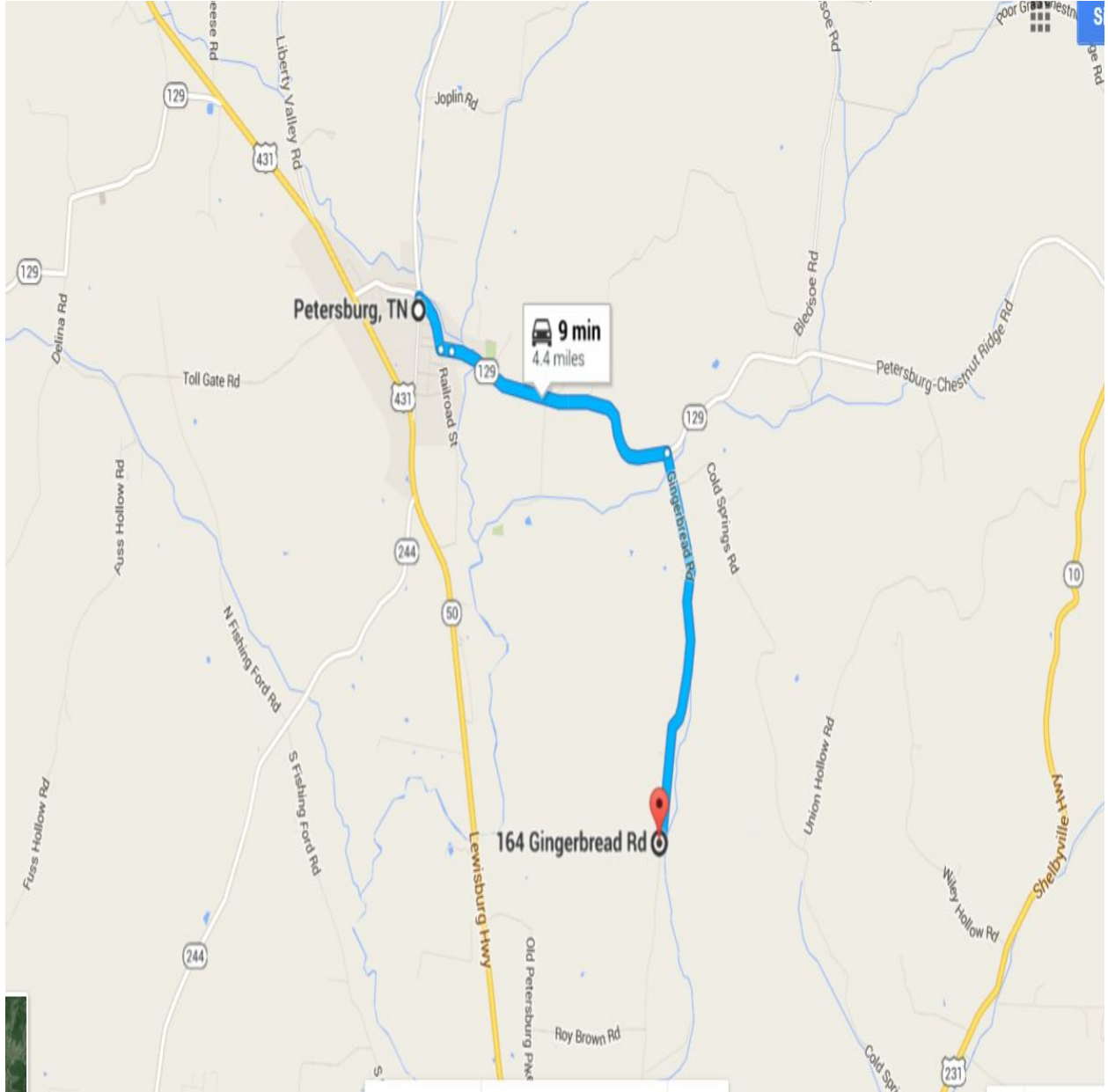
1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,000.00.
3. This Agreement shall be in full force and effect for a period of 18 months (1.5 years). Should restoration 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. 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.

Stough Timber Sale Map  
Lincoln County, TN



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

Location Map





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## BID OFFER

For  
Stough HARDWOOD 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 Mrs. Elizabeth Stough in Lincoln 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.)





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## BID OFFER

For  
Stough CEDAR 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 Mrs. Elizabeth Stough in Lincoln County, TN, within 14 days after notice of acceptance by the seller.

My bid for timber offered for sale is: \_\_\_\_\_ per ton

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.)