

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

jonathan@arborspringsforestry.com

March 15, 2016

Mathes Timber Sale Notice

Bid Opening: Tuesday April 12, 2016 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

James & Lisa Mathes has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on his property near Williamsport in Maury County, TN. The said timber is located at 4034 Foster Church Rd. and identified as Control Map 057, Parcel 002.00, Deed Book R2196, Page 834 in the Maury County Record of Deeds.

Access to remove the timber is just past the landowners paved driveway. (See attached map). The access road leads through the property to the northern-most block of timber. This road must be left is as good or better shape as it was found before operation begins.

There is a locked gate on the road. Please call or text James Mathes at 850-982-5118 or call his home number at 931-922-4102 to let him know you are coming and he will leave the gate open.

General Description of Sale:

This is a marked select cut sale on a tract consisting of +/- 69.50 acres. The actual sale unit is +/- 21.50 acres (*See sale map*) which contains **111,337 bdft** of hardwood sawtimber, and **450 tons** of hardwood pulp/topwood. All hardwood sawtimber trees average 246 bdft/tree. Yellow poplar makes up 26% of the total volume, followed by Red oak (22%), and Ash (16%) There are <u>5 White oak trees</u> with <u>872 bdft</u> tallied as showing potential **STAVE** characteristics for the butt log, and <u>1 White oak tree</u> with <u>217 bdft</u> tallied as showing potential **VENEER** characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash". Stave and Veneer are not additional volumes. The grade was pulled out of the total volume of the specie.

Location:

The sale unit is located west of Williamsport at 4034 Foster Church Rd. Access from Williamsport (HWY 50): Travel North on HWY 50 for approximately 0.7 miles. Take a sharp left onto Greenfield Bend Rd. and travel approximately 1.7 miles. Turn right onto Foster Church Rd. and travel approximately 0.4 miles to the entrance of the tract. There will be two access points to view the tract. The first access is the steep paved driveway that leads to the landowner's home. Just past the driveway is the second gated access, which is the way the timber will be removed. (See attached map). There are gates on both access roads. The gates will be shut, but unlocked. Please be sure to shut gates back after leaving tract.

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 marked with <u>Pink Flagging and/or fence</u>. All BMP'S must be followed during the operation. On the attached map the existing forest trails are shown as a yellow dotted line. The haul road is shown as a red dotted line and the potential logging decks are shown as a "green" on the attached map, but 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 **Tuesday April 12, 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. 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 Tuesday April 12, 2016. (Morning of the bid opening)</u> 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 **\$2,000.00**. This will be due at contract signing.

PAYMENT: 100 % of payment is due at contract signing by **April 26, 2016.**

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 23 individual pulpwood trees marked with a "dot". 30 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.
- No logging equipment will be allowed on the paved driveway at any time during the operation. Haul road must be left in as good or better shape as it was found before the operation begins.

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

Mathes

Volume Summary

21.50 +/- acres

(Blue Marked Selective Harvest)

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

| Species | # of Trees | Bdft Volume | Average/Tree |
|-----------------|------------|-------------|--------------|
| Yellow poplar | 70 | 29,314 | 419 |
| Red oak | 56 | 24,289 | 434 |
| Ash | 123 | 18,017 | 146 |
| Mixed Hardwoods | 71 | 13,801 | 194 |
| Hard maple | 68 | 10,290 | 151 |
| Hickory | 40 | 9,040 | 226 |
| White oak | 8 | 3,751 | 469 |
| Black walnut | 14 | 1,885 | 135 |
| Black cherry | 2 | 648 | 324 |
| Chinkapin oak | 1 | 302 | 302 |
| Total | 453 | 111,337 | 246 |

Estimated Veneer/Stave Volumes from Butt logs

| Species | # of Logs | Bdft Volume | Average/log |
|---------------------------|-----------|-------------|-------------|
| White oak Stave (3 Clear) | 5 | 872 | 174 |
| White oak Veneer | 1 | 217 | 217 |
| Total | 6 | 1,089 | 182 |

| Hardwood Pulp/topwood | 450 Tons |
|-----------------------|----------|
|-----------------------|----------|

Notes:

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

^{*23} individual pulpwood trees marked with a "dot". 30 cull trees marked with an "X"

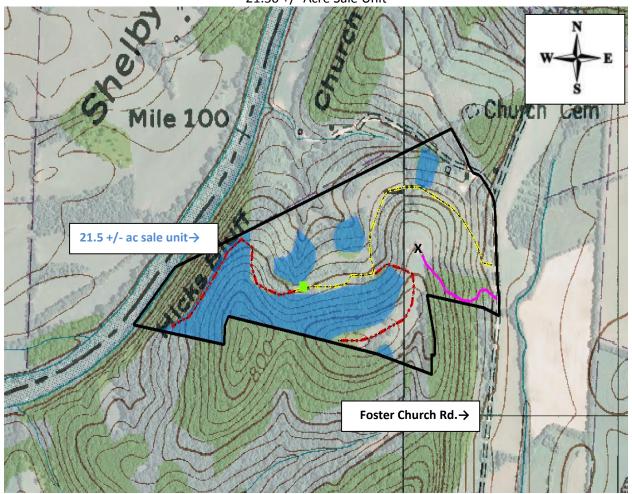
^{*} Mixed Hardwoods Includes: Beech, Black gum, Sweet gum, Sassafras, Sycamore, and Elm

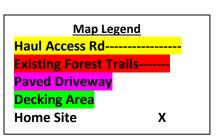
^{*} The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

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 \$2,000.00.
- **3.** This Agreement shall be in full force and effect for a period of **12 months (1.0 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 in the woods with no leaning or hanging trees in standing trees. 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.

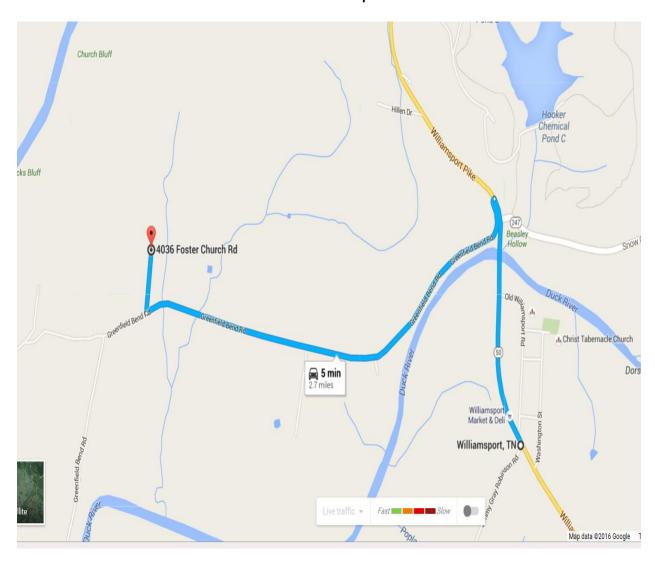
Mathes Timber Sale Map Maury County, TN 21.50 +/- Acre Sale Unit





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

Location Map





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BID OFFER For MATHES 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 James & Lisa Mathes in Maury 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.)