



333 Beechwood Drive  
Burns, Tennessee 37029  
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June 1, 2016

## Rousseau Timber Sale Notice

*Bid Opening: Thursday June 30, 2016 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Frank Rousseau has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Fairview in Williamson County, TN. The property is identified by Control Map 042 Parcel 097.00 in the Williamson Co. Assessor of Property office.

### **General Description of Sale:**

This is a marked sale of hardwood sawtimber and pulpwood on a +/- 45.85-acre tract. The sale unit includes +/- 41 acres. The sale unit is shown on the attached sale map as "blue"; other areas on the property has no marked timber. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated **165,905 bdf**t (Doyle Rule) of quality hardwood sawtimber (3,998 bdft/acre) and **825 tons** of hardwood pulp/topwood. The hardwood sawtimber tree average is 206 bdft/tree. Red oak makes up 42% of the total volume, followed by White oak (28%), and Yellow poplar (18%). There are 27 White oak butt log that shows potential VENEER characteristics and 62 White oak butt logs that show potential STAVE characteristics (See Volume Summary). All sale and/or property boundaries are flagged with **PINK or ORANGE FLAGGING**.

Access to the tract is at 7374 Hunting Camp Rd., Fairview, TN 37062. The paved county road dead ends at a cul-da-sac turn around. There is Orange flagging hung just past the cul-da-sac to show you the walking path into the timber. The proposed logging deck will also be just past the cul-da-sac in the edge of the woods. (See enclosed Sale Map).

### **Location:**

The tract is located at 7374 Hunting Camp Rd. in Fairview, TN. (GPS will get you to the access entrance from the cul-da-sac) **Access from HWY 96/HWY 100 Intersection in Fairview**): From the 96/100 intersection travel approximately 0.3 miles east on HWY 100. Turn right onto Fernvale Rd. and travel approximately 0.6 miles. In the S-Curve of Fernvale Rd. continue straight onto Hunting Camp Rd. and travel approximately 0.9 miles to the Cul-da-sac. Follow the Orange flags to the creek and you will see blue marked timber. Decking areas/skid trails are negotiable, but must be approved by the landowner in advance. (The exiting trails that are in place and should be utilized for skidding).

**Sale Description:**

The sale unit is highlighted in BLUE on the attached map. There are +/- 41 acres of selectively marked timber. The timber was 100% tallied; therefore, each tree to be harvested is marked with **BLUE PAINT** at DBH and below stump level. 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. Potential Veneer trees are marked with a "V" above the slash. Property/Sale boundaries are well marked with **PINK and ORANGE FLAGGING**. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. **BMP's must be applied throughout the sale.**

Bidders may look at the timber at their convenience. Please call if you wish to make an appointment to be personally shown the timber.

**Terms of Sale:**

**BID OPENING:** Sealed bids submitted on a lump sum basis only will be accepted until **10:00 AM CDT on Friday, June 30, 2016** at which time they will be opened. The bid opening will be held at **Jeanine's Café in Burns, TN (2102 HWY 96)**. Buyers submitting a bid 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 June 30, 2016**. (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 **\$2,500.00** due at contract signing.

**PAYMENT:** 100% of payment for said timber is due at contract signing by **July 15, 2016**.

Notes:

- **The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.**
- **All skid trails must be left open and seeded for future access.**
- **Proper creek crossing must be made on skid trails and shown on enclosed sale map.**

**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

**Rousseau Timber Sale**  
**Volume Summary**  
**41.00 +/- acres (BLUE marked timber)**

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

<b>Species</b>	<b># of Trees</b>	<b>Bdft Volume</b>	<b>Average/Tree</b>
Red oak	352	69,140	196
White oak	221	47,275	216
Yellow poplar	84	29,707	354
Mixed Hardwoods	60	6,847	114
Hickory	47	6,678	142
Ash	13	1,763	136
Hard maple	12	1,719	143
Sweet gum	9	1,703	189
Post oak	9	858	95
<b>Total</b>	<b>807</b>	<b>165,905</b>	<b>206</b>

Estimated Veneer/Stave Volumes from Butt logs

<b>Species</b>	<b># of Logs</b>	<b>Bdft Volume</b>	<b>Average/log</b>
White Oak Veneer	27	3,957	147
White oak Stave (3 Clear)	62	7,336	118
<b>Total</b>	<b>89</b>	<b>11,293</b>	<b>127</b>

<b>Hardwood Pulp/topwood</b>	<b>825</b>
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**Notes:**

\* Mixed Hardwoods Includes: Black gum, Beech, Sycamore, and Elm

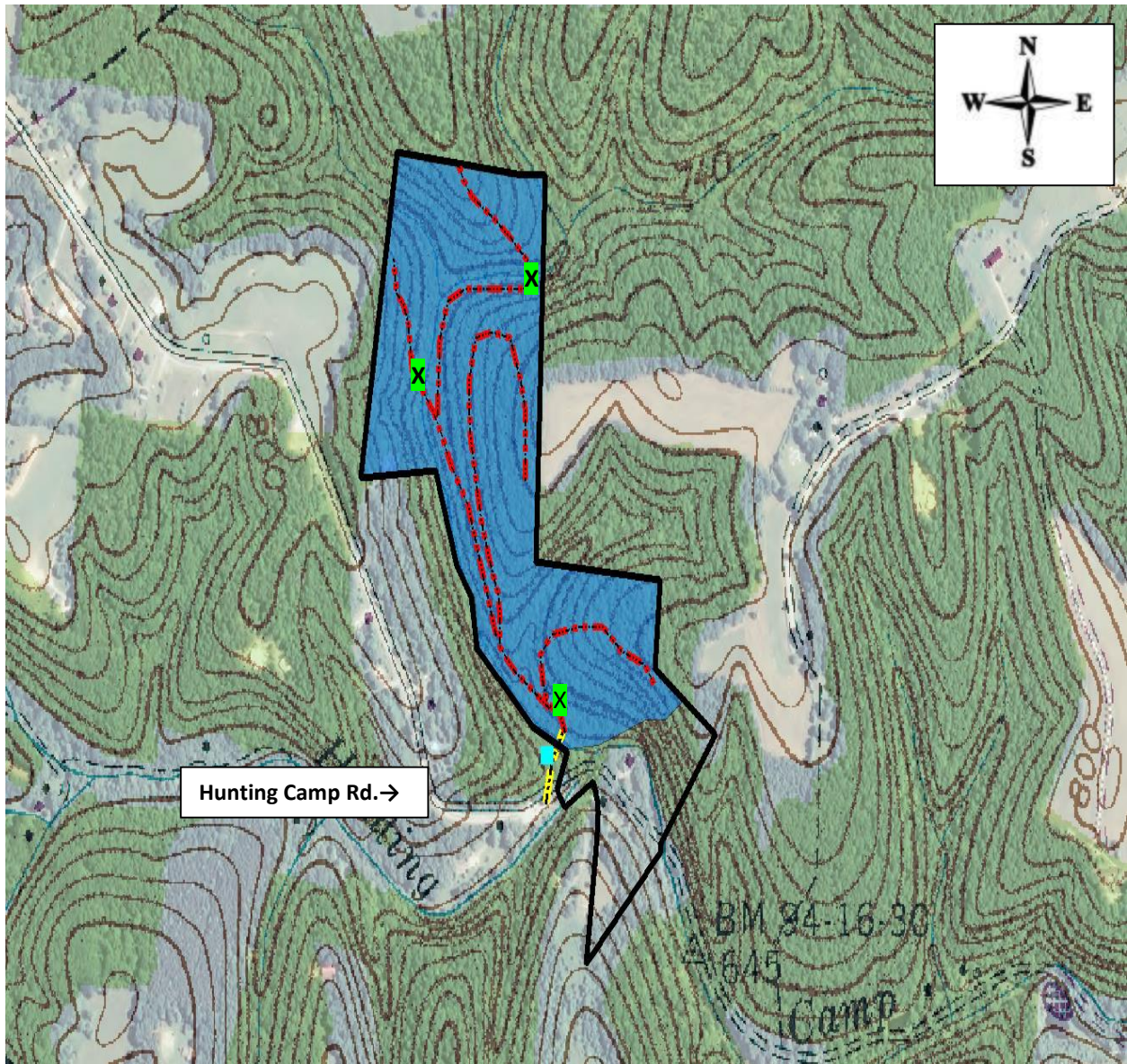
\* 12 Individual Cull trees are markes with an "X"

\* 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 100 % 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 for a period of **1.5 years (18 months)** from contract signing date. The landowner request that no logging take place during the periods of March-May. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser may be granted on request 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/or 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 follow Tennessee "Best Management Practices" to stabilize highly disturbed areas 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 be the responsibility of the Purchaser.
9. All BLUE marked trees within the sale unit boundaries are eligible for sale.
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.

Rousseau Timber Sale Map  
Williamson County, TN  
41 +/- acres sale unit

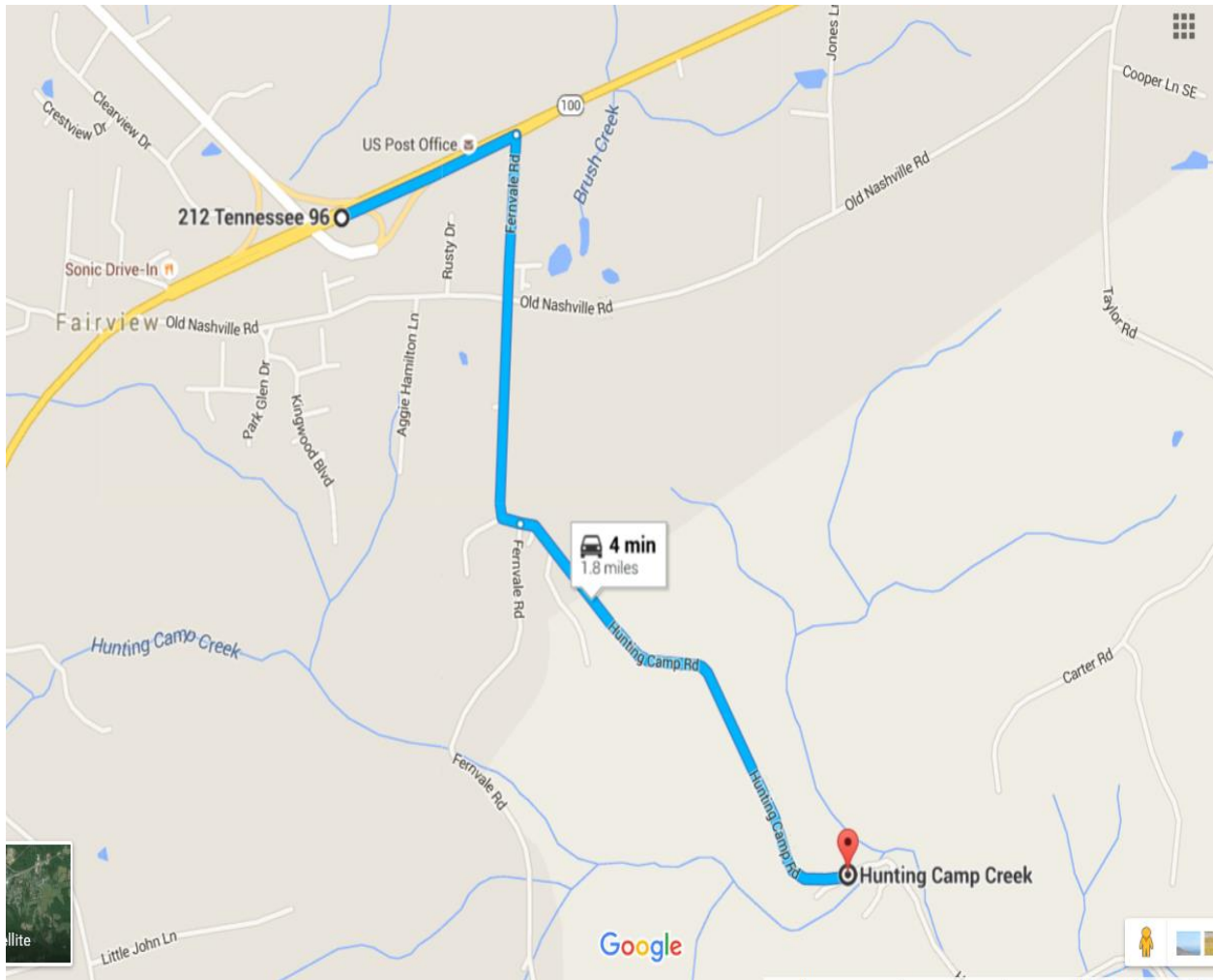


<b>Sale Unit (Blue Marked) +/- 45 ac</b>
Access/Haul Rd. -----
Proposed Skid Trails -----
Proposed Decking Area <span style="display: inline-block; width: 10px; height: 10px; background-color: cyan; border: 1px solid black;"></span>
Skid Trail Creek Crossings <span style="display: inline-block; width: 10px; height: 10px; background-color: green; border: 1px solid black; text-align: center; vertical-align: middle;">X</span>

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



LOCATION MAP





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## BID OFFER

For

### ROUSSEAU 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. Frank Rousseau, in Williamson County, TN, within **15 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 in the timber sale notice.)