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December 16th, 2016

Timothy Todd and Russel Owens Timber Sale Notice

Bid Opening: Wednesday January 18th, 2017 at 10:15 AM CDT

Attn: Buyers of Standing Timber,

Timothy Todd and Russel Owens has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Prospect in Giles County, TN. The property is identified as Control Map 163, Parcel 039.00 in the Giles County Records office.

General Description of Sale:

The sale unit includes +/- 18 acres of "**BLUE marked**" hardwood sawtimber which contains **50,350 bdf**t of sawtimber and **400 tons** of hardwood pulp/topwood. All hardwood sawtimber trees average 139 bdf/tree. There are 18 White oak trees with an estimated **2,038 bdf**t of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Red oak makes up 22% of the total volume, followed by White oak (18%), Black walnut (18%), and Hickory (17%). The tract would serve as a good winter time operation.

Location:

The tract is located north of Poplar Hill Road. **Access from Pulaski:** From US-31, travel south for 4.8 miles before taking a slight right onto Prospect Road. Take Prospect Road for 6.7 miles before continuing on Liberty Road. Stay on Liberty Road for another 1.5 miles before turning right onto TN-273 W. Travel 1.1 miles on TN- 273 W and the access entrance will be on your left in the open field. There is a gate there that can be accessed around. There are pink ribbons hung at the access point. If you go another 0.3 miles Poplar Hill Rd. will be on your left. The eastern section of marked timber can be accessed through the gate on the south entrance off of Poplar Hill Rd. if desired. If you access through this gate please shut gate behind you, there are cattle present. Address to this entrance is **559 Poplar Hill Road**. (See enclosed sale map).

Sale Description:

The sale unit is highlighted as "blue" on the enclosed sale map. There are +/- 18 acres of marked timber. Within the 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. Potential Veneer trees are marked with a "**V**". Property/Sale boundaries are well marked with **Fencing 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.** SMZ's are shown on the sale map. Bidders are welcome to look at the timber at your convenience. We 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 **10:15 AM CDT** on **Wednesday January 18th, 2017** at which time they will be opened. The bid opening will be held at **Jeanie's Café located in Burns, TN (Across from Dollar General on HWY 96)** Buyers 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 January 18th, 2017.** (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 **\$1,500.00.** This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by **January 30th, 2017.**

Notes:

- *Due Care MUST be taken to protect "leave" trees.*
- *All logging debris must be removed from any field areas upon completion of the operation.*
- *The attached volumes are estimates and for informational purposes only. The Seller and Seller's Agent (Arbor Springs Forestry) makes no guarantees to the quantity and quality of marked timber. Bidders should satisfy themselves as to the quality and quantity of the said timber.*
- *Proposed log deck and skid trails are marked on the attached map.*
- *There are 10 Yellow Poplar trees marked with BLUE Paint that have been removed from the volume summary and are NOT eligible for harvest.*

**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 us if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs OR *Kemp Harper*

Arbor Springs Forestry
615-498-8700

Timothy Todd and Russel Owens Timber Sale

Volume Summary

18 +/- Acres (Blue Marked Timber)

Hardwood Volume Estimates (Doyle FC 78), (Sweet Gum FC 80)

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	61	11,863	194
White oak	43	9,808	228
Black Walnut	108	9,453	88
Hickory	74	9,186	124
Sweet Gum	36	4,810	134
Mixed Hardwoods	24	2,549	106
Ash	19	1,597	84
Hard Maple	7	1,084	155
Total	372	50,350	135

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave (3 Clear)	18	2,038	113
Total	18	2,038	113

Hardwood Pulp/topwood	400
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Notes:

* Mixed Hardwoods include: Black gum, Elm, Hackberry

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

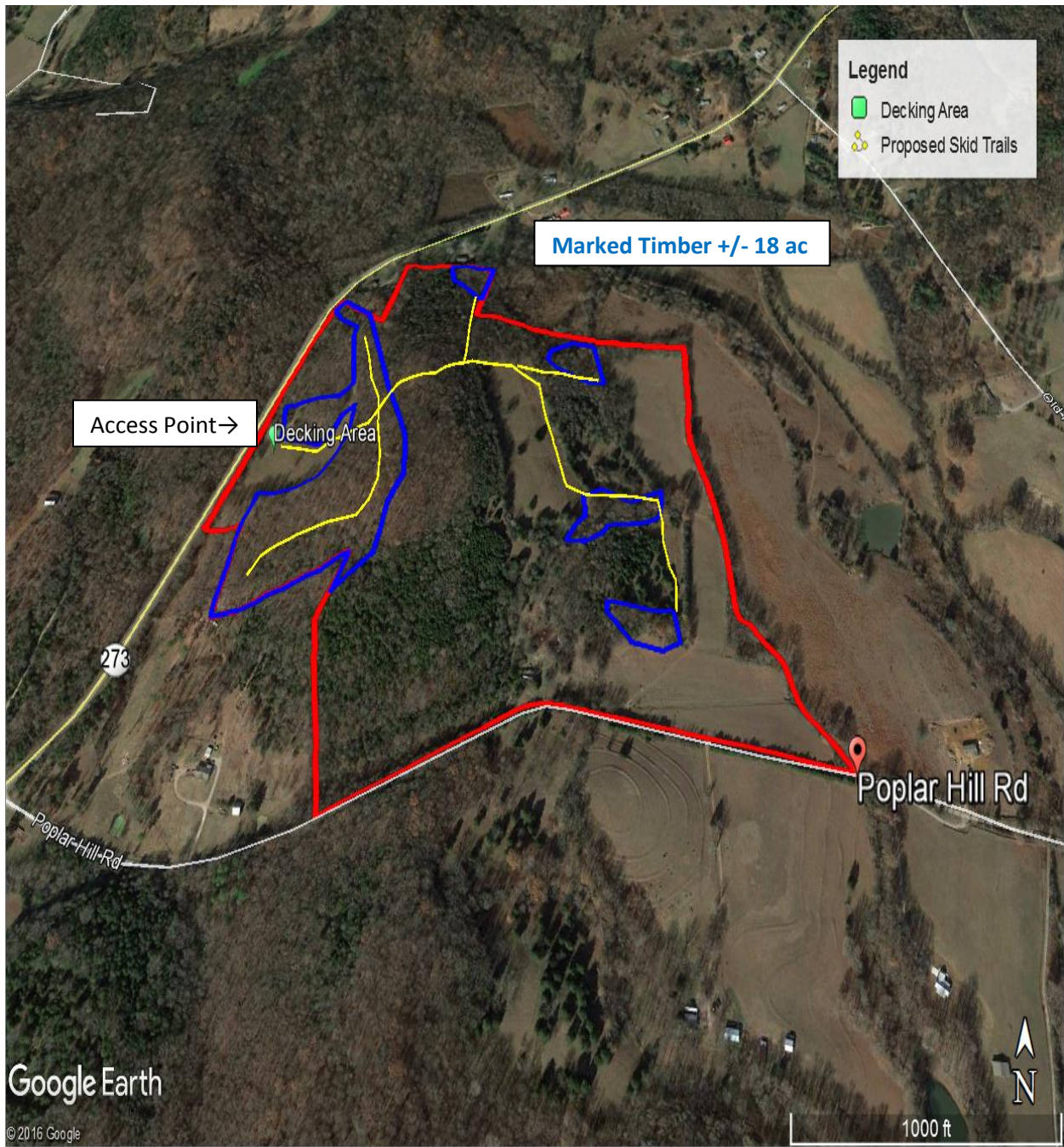
* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

- *THERE ARE 10 YELLOW POLAR TREES THAT ARE MARKED WITH BLUE PAINT THAT ARE NOT ELIGIBLE FOR HARVEST. THE LANDOWNERS DECIDED TO LEAVE ALL POPLAR TREES. THE FOOTAGE IS NOT INCLUDED ABOVE.*

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 for a period of **1.0 years (12 months)** from contract signing date. 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 "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. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues. Details about restoration will be outlined in Timber Sale Contract.
- 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.** Within the sale units all Marked trees must be felled and merchantable products be removed at the option of the buyer.
- 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.

Timothy Todd and Russel Owens Timber Sale Map
Giles County, TN
18 +/- acres sale unit



MAP SCALE 1:4000
(Map scale may not be accurate due to file conversion)

LOCATION MAPS

Latitude:

Longitude:





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BID OFFER

For

Timothy Todd and Russel Owens 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 Timothy Todd and Russel Owens, in Giles County, TN, within **14 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 above.)