



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-1370 (office/fax)
jonathan@arborspringsforestry.com

April 28, 2014

English Family Trust Timber Sale Notice

Bid Opening Thursday May 22, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

The English Family Trust has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Franklin in Williamson County, TN. The property is identified as Control Map 041 Parcel 067.00.

General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of +/- 52.30 acres. The actual sale unit includes +/- 34.11 acres of "blue marked" timber which contains 110,391 bdf of hardwood timber, and 680 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 211 bdf/tree. There are 3 White oak trees with an estimated 527 bdf of potential Veneer and 16 White oak trees with an estimated 3,706 bdf of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Red oak makes up 43% of the total volume, followed by Hickory (14 %), and White oak (13%).

The tract can be accessed from Russell Rd. A haul road is required with a "Ford" creek crossing. (See under notes on page 2 for haul road requirements), (Haul road improvements are the responsibility of the Purchaser), (See attached map for haul road and proposed decking area).

Location:

The sale unit is located east of Russell Rd, just past mailbox # 5184 near Franklin in Williamson County, TN. Access from Franklin (HWY 96): From Franklin travel west on HWY 96 for approximately 11 miles. Turn left onto Old Harding Pk. and travel approximately 1.2 miles. Turn left onto Russell Rd. and travel approximately 0.8 miles. You will pass mailbox 5184 and the tract will begin on your left. Travel a little further down Russell Rd. and you will see an Orange & Pink Flag hung in a tree between Russell Rd. and the branch. This is where the proposed haul road will go in. You can park along the road here and walk across the field opening to view the timber.

Sale Description:

The sale includes the area as shown on the attached map. There are +/- 34.11 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. Property lines are well marked with PINK FLAGGING & OLD FENCE.

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 Thursday May 22, 2014 at which time they will be opened. The bid opening will be held at Donna's Place in Burns, TN (HWY 96 across from the Dollar General Store). 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 8:00 AM on May 22, 2014. (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 \$2,000.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by June 5, 2014

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 164 individual pulpwood trees marked with a "dot". 21 cull trees marked with an "X". These trees are to be felled during the operation.
- The southern half of this property had tornado damage in 2007. No timber is marked in this area.
- Haul Road Requirements: The proposed haul road is shown on the attached map. It will run from Russell Rd through the field area to the edge of the timber. There is an existing road bed on the contour of the ridge that will be used as the haul road. The proposed decking area will be located on the ridge. This road will be left open after completion of logging operation as a permanent access.
 - Geotextile fabric is required to be laid from Russell Rd to the edge of the small creek in the field area. This distance is approximately 92 feet.
 - #2-#3 rock is required to be laid from Russell Rd to the edge of the timber area. This distance is approximately 170 feet. (Additional rock may be required on the existing road bed going up the contour of the ridge to the ridge top where the decking area will be located.)
 - Larger Rock (grade A1) is required to be put in the stream channel.

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

English Family Trust Timber Sale
Volume Summary
34.11 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	160	47,766	299
Hickory	107	15,378	144
White oak	42	14,129	336
Mixed Hardwoods	76	10,823	142
Hard Maple	73	9,105	125
Yellow poplar	23	8,431	367
Ash	20	2,466	123
Black walnut	8	829	104
Sweet Gum	5	667	133
Post oak	3	358	119
Black cherry	3	254	85
Chinkapin oak	2	185	93
Total	522	110,391	211

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	3	527	176
White oak Stave (3 Clear)	16	3,706	232
Total	19	4,233	223

Hardwood Pulp/topwood	980 Tons
-----------------------	----------

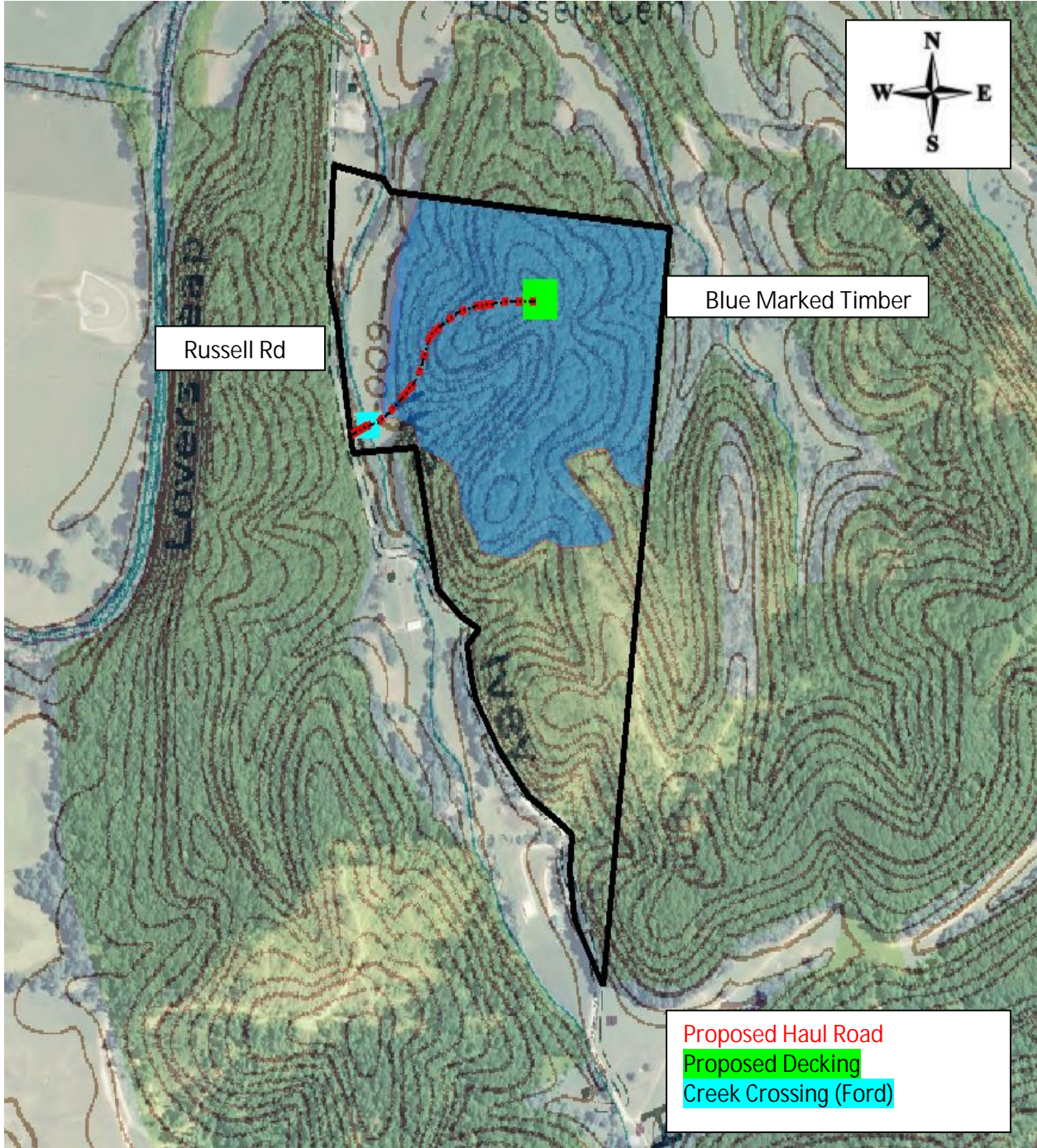
Notes:

- * Veneer/Stave Volumes are out of the total volumes/specie
- * 164 individual pulpwood trees marked with a "dot". 21 cull trees marked with an "X"
- * Mixed Hardwoods Includes: Beech, Black gum, Sycamore, & 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 year). 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 if necessary. All logging debris must be removed from the "field" areas. If fields have ruts they must be smoothed as well. 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. The Purchaser agrees to build the haul road to the specifications described under the notes section on page 2 of this document.
14. The Seller's agent reserves the right to suspend any part or all of the logging activities of the Purchaser whenever, in the judgment of the Seller's Agent, such activities, due to inclement weather conditions or poor logging practices, are determined to be injurious or harmful to the property of the Seller.

English Family Trust Timber Sale Map
Williamson County, TN
34.11 +/- Acre Sale Unit



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



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

jonathan@arborspringsforestry.com

BID OFFER

For

ENGLISH FAMILY TRUST 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 The English Family Trust, in Williamson 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.)