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April 27, 2015

## Richard Ritter Timber Sale Notice

*Bid Opening: Friday May 22, 2015 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Rick Ritter has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on his property near Linden in Perry County, TN. The property is identified as Control Map 092 Parcel 015.00, Deed Book T23, Page 480.

### General Description of Sale:

This is a marked select cut and marked clearcut sale on a tract consisting of +/- 54 acres. The select cut sale unit includes +/- 31 acres of "blue marked" timber and the 2 clearcut sale units include 8.64 acres. (See *sale map*) which contains 146,404 bdf of hardwood sawtimber, 700 tons of hardwood pulp/topwood, and 35 tons of Cedar. All hardwood sawtimber trees average 146 bdf/tree. Yellow poplar makes up 28% of the total volume, followed by Red oak (21%), Hickory (18%), and White oak (10%) There are 5 White oak trees with 766 bdf tallied as showing potential VENEER characteristics for the butt logs, and 22 White oak trees with 2,511 bdf tallied as showing potential STAVE characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash".

### Location:

The sale units are located at 2919 Old HWY 13 South, Linden, TN 37096. Access from Linden: From HWY 13/412 intersection travel South on HWY 13 for approximately 1 mile and turn left at the stoplight onto S. Mill St. Continue straight on Old State Hwy 13 for approximately 3.1 miles. Mr. Ritter's home will be located on the left at 2919. To view the timber from here you can pull across the bridge into his driveway. Just before his home there is a forest road running along the western side of the sale unit. This is a good place to park and walk the timber. Another access and the proposed HAUL ROAD is located south of the sale unit. From 2919 travel south on Old Hwy 13 another 0.9 miles and turn right onto County Rd. 1788 (Sugar Hill Rd.). Travel 0.5 miles on Sugar Hill Rd. and the proposed access road will be located on your left just before a white single wide trailer located at mailbox 441. This access road is a solid ridge road that can be traveled to the sale unit. You will see "Pink" flagging and marked trees once you reach the sale unit. (See *Location Map*) This road can be traveled by vehicle, but has some over-hanging branches that may scratch the paint. ATV travel is welcome of the tract to view the timber as well.

### Sale Description:

The selective marked timber (31 +/- acres) includes the areas shaded in blue as shown on the attached map. The red shaded area on the map is the 2 clearcut units (8.64 acres). Within the selective cut 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. Within the Clearcut sale units all sawtimber sized trees were 100% tallied and marked. In these units all trees are eligible for harvest and must be felled. The clearcut units are well flagged with Orange Flagging. Property lines are marked with PINK FLAGGING, FENCE, and BLUE BOUNDARY MARKING PAINT. All BMP'S must be followed during the operation. On the attached map the proposed haul road is shown as a yellow dotted line. The orange dotted line is the access road to view the timber from the home. Skid trails and log decks must be approved by owner/agent in advance. All existing trails can be used to skid logs, these trails must be left open and passable by ATV upon completion of operation.

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 Friday May 22, 2015 at which time they will be opened. The bid opening will be held at The sale location (Landowner's Home). 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 8:00 AM on May 22, 2015. (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 is due by at contract signing by June 5, 2015.

#### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The clearcut units acreage was walked and calculated with a GPS unit.
- All sawtimber sized trees were 100% tallied within the clearcut units.
- There is no marked timber on the lower slopes of the drainage directly behind the home.
- Landowner has obtained permission to use the proposed haul road.
- 225 individual pulpwood trees marked with a "dot". 18 cull trees marked with an "X" within the selective cut unit. These trees must be felled during the operation. Any merchantable products can be removed at the option of the buyer.

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

Rick Ritter  
 Volume Summary 100% Talley  
 39.88 +/- acres (31.24 ac select cut) (8.64 ac clearcut)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	117	41,290	353
Red oak	167	31,267	187
Hickory	298	27,043	91
White oak	89	13,985	157
Mixed Hardwoods	119	10,836	91
Sweet gum	69	10,468	152
Hard Maple	83	5,719	69
Black walnut	39	3,000	77
Ash	12	1,927	161
Chinkapin oak	7	564	81
Chestnut oak	1	216	216
Black cherry	1	60	60
Post oak	1	29	29
<b>Total</b>	<b>1003</b>	<b>146,404</b>	<b>146</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	5	766	153
White oak Stave (3 Clear)	22	2,511	114
<b>Total</b>	<b>27</b>	<b>3,277</b>	<b>121</b>

Red Cedar	44 Trees	35 Tons
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Hardwood Pulp/topwood	700 Tons
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Notes:

\*225 individual pulpwood trees marked with a "dot". 18 cull trees marked with an "X"

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

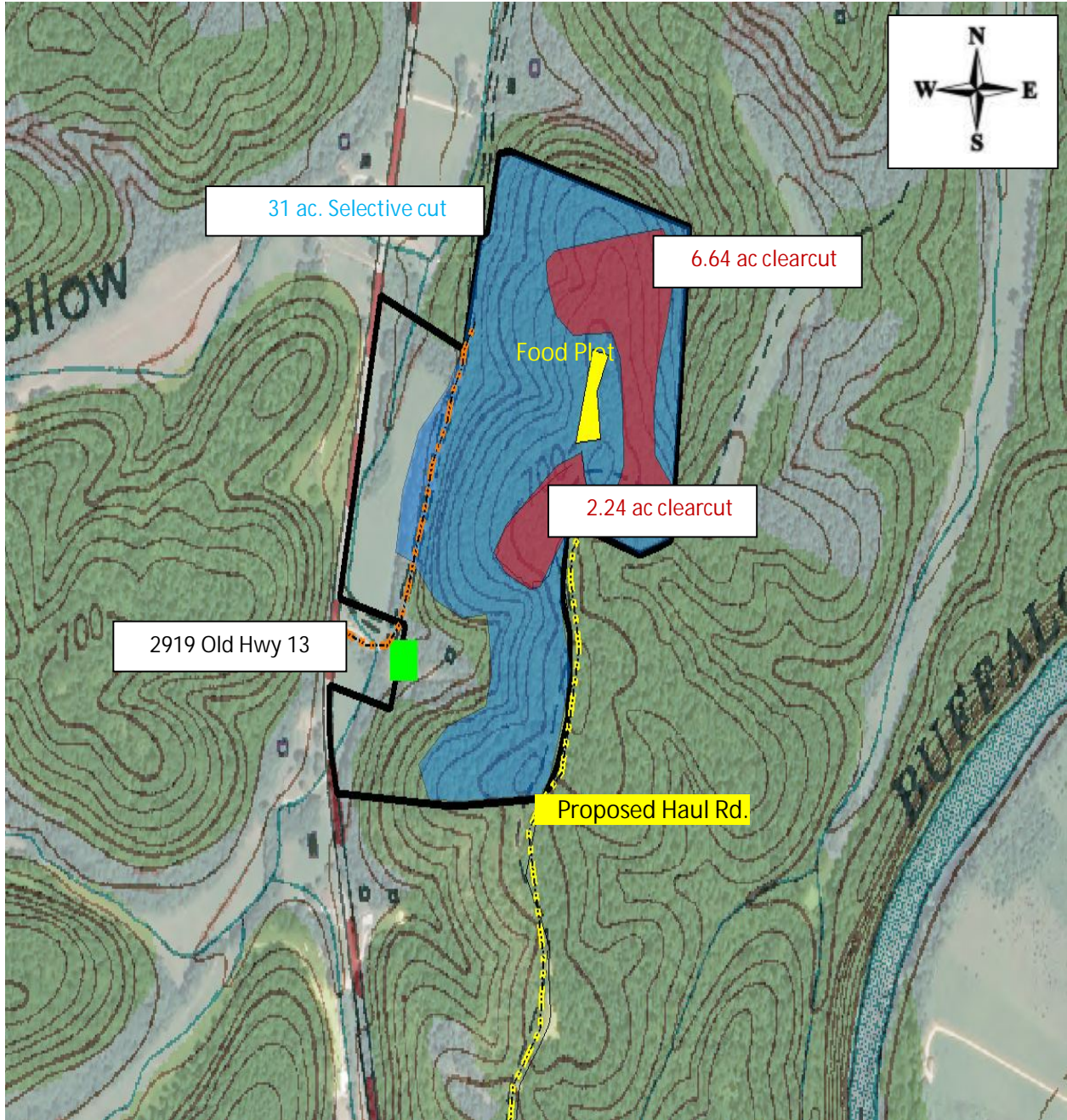
\* The above Volumes estimates are for informational purposes only.

Bidders should satisfy themselves to the quantity and quality of said timber.

## TERMS AND CONDITIONS OF SALE

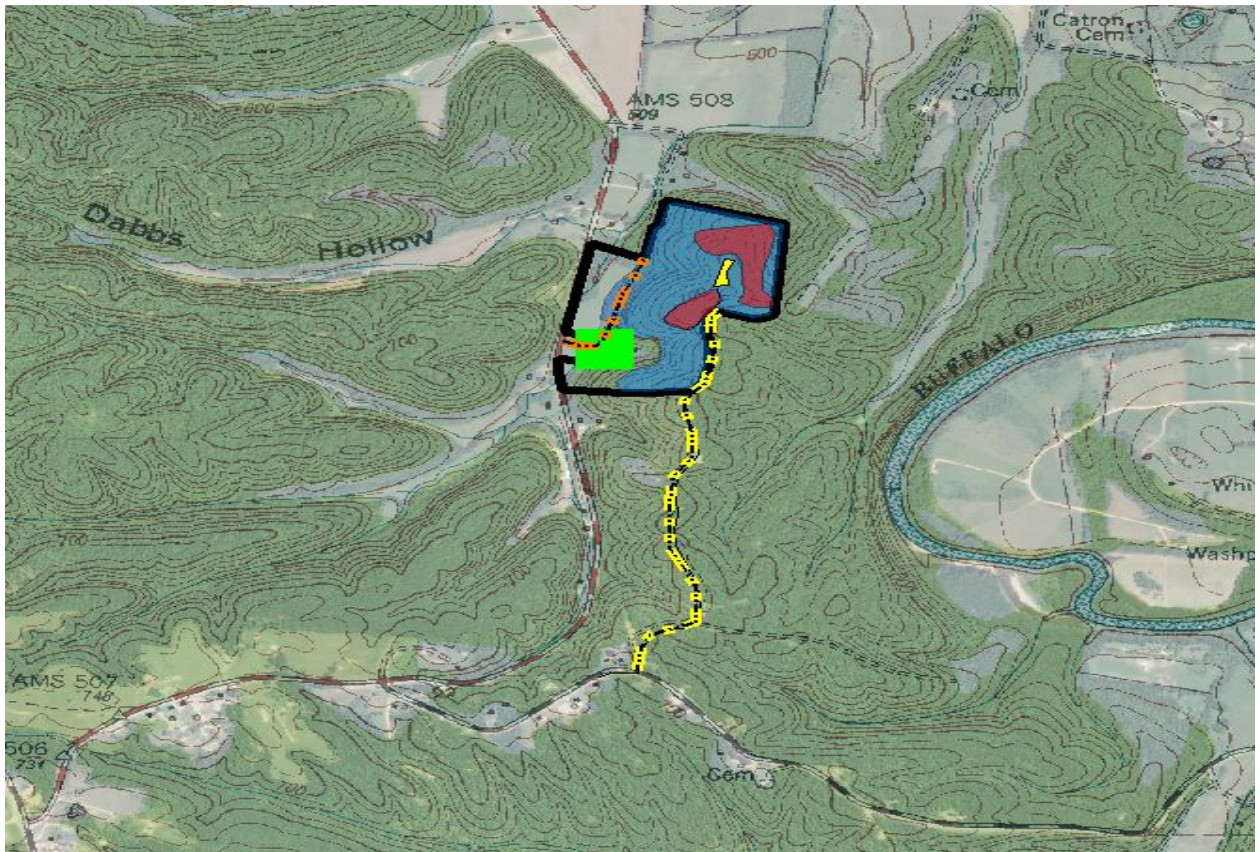
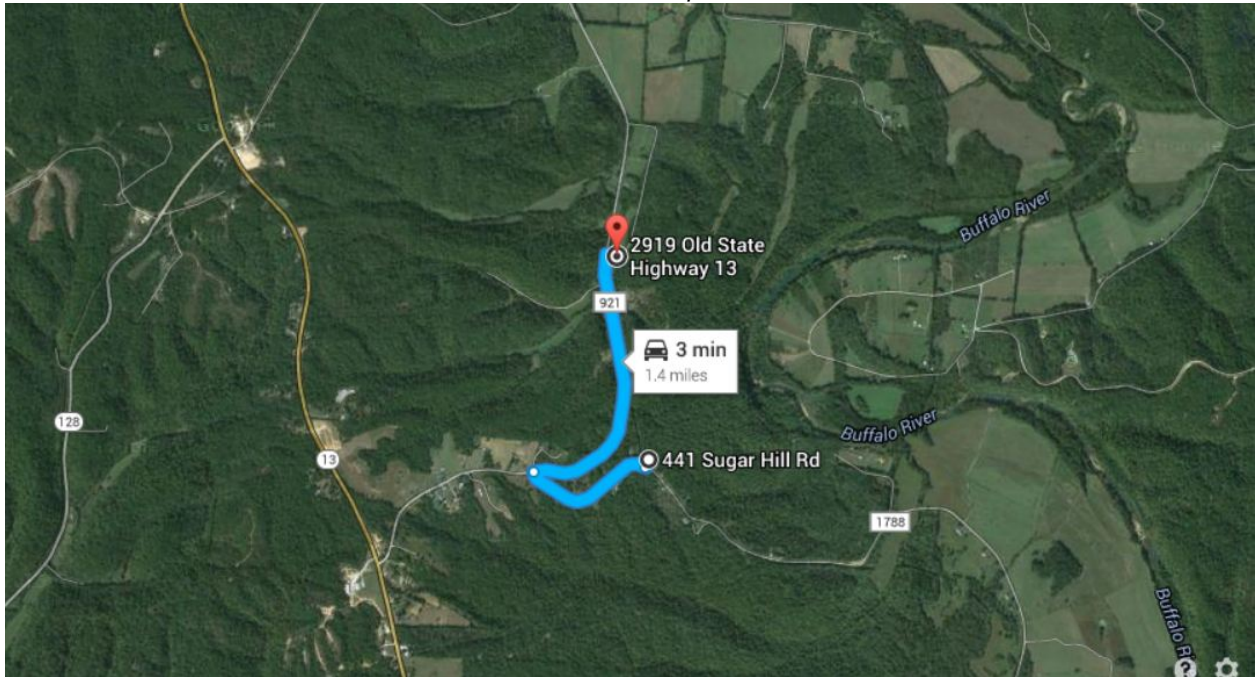
1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$2,000.00.
3. This Agreement shall be in full force and effect for a period of 18 months (1.5 years). Should restoration 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 reasonable possible. Normally this would be +/- 4 feet from the ground maximum. 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.

Ritter Timber Sale Map  
Perry County, TN  
39.88 +/- Acre Sale Unit



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

Location Maps





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## BID OFFER

For

### RICHARD RITTER 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. Richard Ritter in Perry 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.)