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May 29, 2015

Williamson/Richardson Timber Sale Notice

Bid Opening: Friday June 26, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Danny Williamson & Mr. Roland Richardson have 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 4 continuous tracts and identified as Control Map 076 Parcels 010.00, 010.02, 010.03 & Control Map 075 Parcel 084.01.

General Description of Sale:

This is a marked sale of QUALITY hardwood sawtimber and pulpwood on a tract consisting of +/- 128 acres. The actual sale unit includes +/- 86 acres of "blue marked" timber which contains 306,071 bdft of hardwood sawtimber and 1,350 tons of hardwood pulp/topwood. (*29,698 bdft. of timber is considered "storm damage". See Volume Summary Table*). All hardwood sawtimber trees average 190 bdft/tree. Red oak makes up 31% of the total volume, followed by Yellow poplar (17%), Ash (15%), and Hard maple (14%). There are 10 White oak trees with 2,180 bdft tallied as showing potential VENEER characteristics for the butt logs, 4 Black walnut trees with 557 bdft tallied as showing potential VENEER and 16 White oak trees with 2,810 bdft tallied as showing potential STAVE characteristics on the butt log. The Veneer trees are marked with a "V" above the "slash".

Location:

The tract is located west of Franklin off of Parker Branch Rd. The access to the sale unit is across the road from mailbox 5360. Access From Franklin: Travel west on HWY 96 for approximately 4.9 miles. Turn left onto Old Hillsboro Rd (TN-46) and travel approximately 2.7 miles. Turn right onto Parker Branch Rd. and travel 0.4 miles. The gate access will be on your left. The access is flagged with ORANGE FLAGGING. The gate combination is 0911. Please be sure to shut and lock the gate once you leave the property. Once inside the gate you can travel the access roads through the fields to the timber. There is ATV trails through the timber if you want to bring an ATV. (See Sale Map for Road/Trail locations) Please note the bridge crossing and proposed Ford that will be needed for timber removal on the sale map.

Sale Description:

The marked timber includes the areas shaded in blue as shown on the attached map. The marked timber is +/- 86 acres. 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. In addition to the marked standing trees there are 180 trees that were tallied as "damaged". These trees were either uprooted, had broken tops, or leaning considerably. These trees were tallied separately and are shown on the Volume Summary Table. All BMP'S must be followed during the operation. On the attached map the proposed ford crossing and proposed decking areas are shown. Both these are negotiable in locations, but must make the most logical sense. Skid trails and log decks must be approved by owner/agent in advance. All existing trails can be used to skid logs but must be left open and passable with an ATV.

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 June 26, 2015 at which time they will be opened. The bid opening will be held at Jeanne's Café in Burns, TN (Across from the Dollar General Store on HWY 96). 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 June 26, 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 \$3,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment is due at contract signing by July 10, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- Existing trails must be left open and passable with ATV. Roads to proposed decking areas on the sale map are existing ATV trails that have to be converted to haul roads. Appropriate rock may be required on areas of these roads.
- A ford crossing will be required for timber removal. All BMP's must be applied to the crossing including the following specifications. This crossing is to be left after completion of operation.
 - o #2-#3 rock is required to be laid on each side of the stream channel. The side on Parker Branch road will need to be built up to be even with county road. The other side will require rock for a minimum of 50 feet.
 - o Larger Rock (grade A1) is required to be put in the stream channel.
- 423 individual pulpwood trees marked with a "dot". 95 cull trees marked with an "X". If Purchaser wants the products from these trees they can be felled and removed. If the Purchaser does not want the pulpwood trees to merchandize the trees are to be LEFT STANDING.

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

Williamson/Richardson Timber Sale
Volume Summary
86 +/- Acres (Marked Timber 100% tally)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	328	84,703	258
Yellow poplar	124	47,375	382
Ash	303	40,353	133
Hard Maple	251	38,618	154
Mixed Hardwoods	201	22,701	113
Hickory	107	18,737	175
White oak	54	15,120	280
Black walnut	27	3,985	148
Sweet gum	17	2,563	151
Chinkapin oak	13	1,845	142
Black cherry	2	273	137
Chestnut oak	1	100	100
Total	1428	276,373	194
Damaged Timber	180	29,698	165
(see damaged timber volume summary)			
Total	1608	306,071	190

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	10	2,180	218
White oak Stave (3 Clear)	16	2,810	176
Black walnut	4	557	139
Total	30	5,547	185

Hardwood Pulp/topwood	1,350 Tons
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Notes:

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

* 423 individual pulpwood trees and 95 Cull trees are marked (See notes section on pg. 2)

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

*Mixed Hardwoods Include: Beech, Black Gum, Sassafras, Buckeye, Basswood, & Sycamore

Williamson/Richardson Timber Sale
Volume Summary
Damaged Timber Volume Summary

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	47	10,542	224
Yellow poplar	12	3,756	313
Ash	20	2,900	145
Hard Maple	41	5,035	123
Mixed Hardwoods	23	3,074	134
Hickory	21	2,689	128
White oak	4	455	114
Black walnut	4	607	152
Chinkapin oak	5	401	80
Black cherry	1	132	132
Red Cedar	2	117	59
Total	180	29,708	165

Notes:

* The damaged timber was due to a storm that occurred in early April 2015. The majority of the trees are uprooted and still left out
Some trees tallied as damaged had broken tops.

*Broken trees are to be felled during the operation. Any products found in these trees can be removed at the option of the buyer.

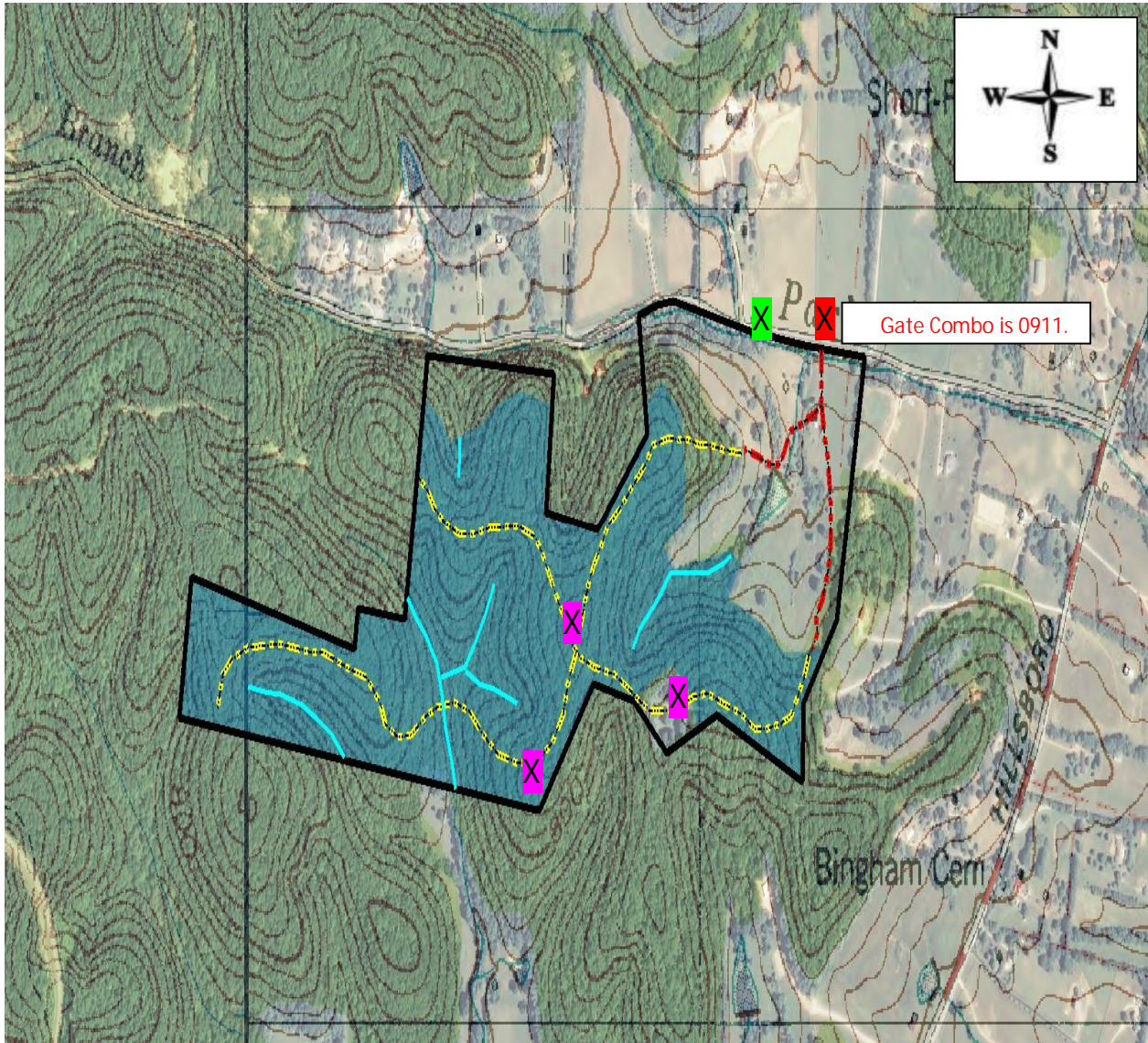
* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

*Mixed Hardwoods Include: Beech, Black Gum, Sassafras, Buckeye, Basswood, & Sycamore

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 \$3,500.00.
3. This Agreement shall be in full force and effect and not exceed 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.
14. Trails outlined in "Yellow" on the attached map must be restored to the following terms in the "Notes" section

Williamson/Richardson Timber Sale Map
 Williamson County, TN
 86 +/- Acre Sale Unit



Map Legend	
Marked Timber	+/- 86 ac
Proposed "Ford" Crossing X	Access Roads-----
Bridge and Gate for Access X	Existing ATV trails-----
Proposed Decking Areas X	Streamside Management Zones

(Note: Bridge is stable but may not be suitable for log truck. See notes on page 2 of this notice)

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



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BID OFFER

For

WILLIAMSON/RICHARDSON 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. Danny Williamson & Mr. Roland Richardson 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.)