



333 Beechwood Drive
Burns, Tennessee 37029
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November 9, 2015

Williams Timber Sale Notice

Bid Opening: Friday December 4, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Donald Williams & Mr. Albert Williams have authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Hohenwald in Lewis County, TN. The property is identified as Control Map 073 Parcel 010.00, Deed Book A6, Page 703.

This tract has excellent access at the end of Griner Rd. and would serve as a good winter operation.

General Description of Sale:

This is a marked select cut sale on a tract consisting of +/- 59.50 acres. The actual sale unit is +/- 51 acres (*See sale map*) which contains 174,793 bdf of hardwood sawtimber, and 850 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 119 bdf/tree. White oak makes up 42% of the total volume, followed by Red oak (24%), and Yellow poplar (21%) There are 124 White oak trees with 11,919 bdf tallied as showing potential STAVE characteristics on the butt log.

Location:

The sale unit is located at the dead end of Griner Rd., which is off of HWY 99 (Buffalo Rd.) south of Hohenwald. Access from Hohenwald: Travel south on Buffalo Rd. for approximately 6.3 miles. Turn left onto Griner Rd and travel approximately 0.4 miles to the "dead end". The old county road will turn up the ridge to your right and this is the southwest corner of the sale unit. (See enclosed maps). The ridge road shown on the attached map is the boundary lines on this side. It can be traveled with a 4x4 vehicle, but does have a couple of ditches that need to be navigated. An ATV would be useful to view timber. Property boundaries are marked with Pink Flagging.

Sale Description:

The sale unit includes the area shaded in blue as shown on the attached map. 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 marked with Pink Flagging. All BMP'S must be followed during the operation. On the attached map the proposed log deck is shown as a green square but is negotiable on the location.

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 December 4, 2015 at which time they will be opened. The bid opening will be held at Jeanie's Café in Burns, TN (HWY 96 across from Dollar General Store). 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 9:00 AM on December 4, 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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment is due at contract signing by December 18, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 21 cull trees marked with an "X" within the selective cut unit.
- Access is good and the ridge roads can be used to remove logs.

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

Donald/Albert Williams

Volume Summary

51 +/- acres

(Blue Marked Selective Harvest)

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	603	72,794	121
Red oak	393	42,490	108
Yellow poplar	186	35,911	193
Post oak	151	11,403	76
Hickory	92	7,353	80
Sweet gum	27	3,270	121
Ash	11	882	80
Mixed Hardwoods	9	690	77
Total	1472	174,793	119

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave (3 Clear)	124	11,919	96
Total	124	11,919	96

Hardwood Pulp/topwood	850 Tons
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Notes:

* Stave Volumes are out of the total volumes/specie

21 cull trees marked with an "X"

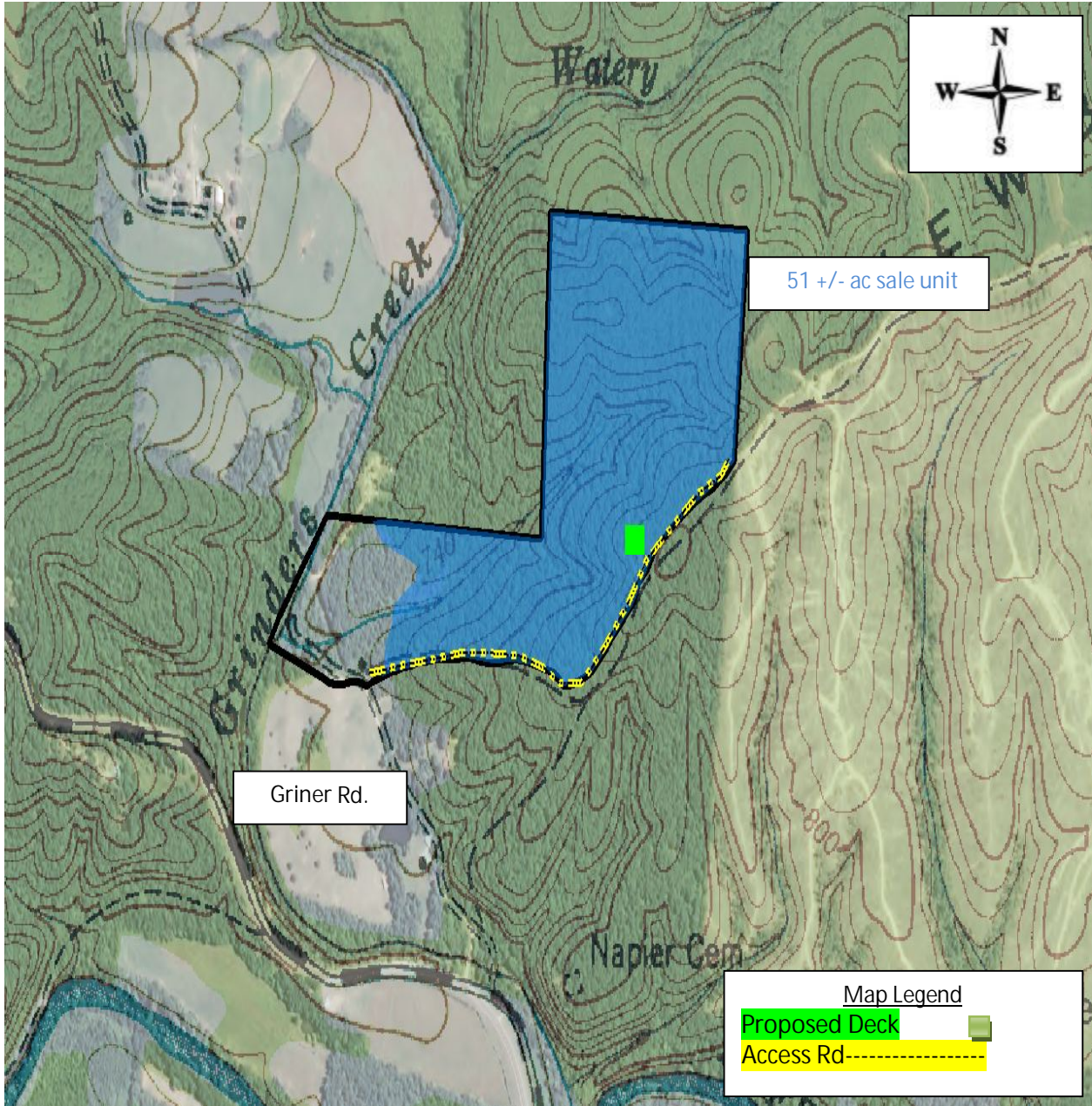
* Mixed Hardwoods Includes: Red maple, Elm, & Sycamore

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

TERMS AND CONDITIONS OF SALE

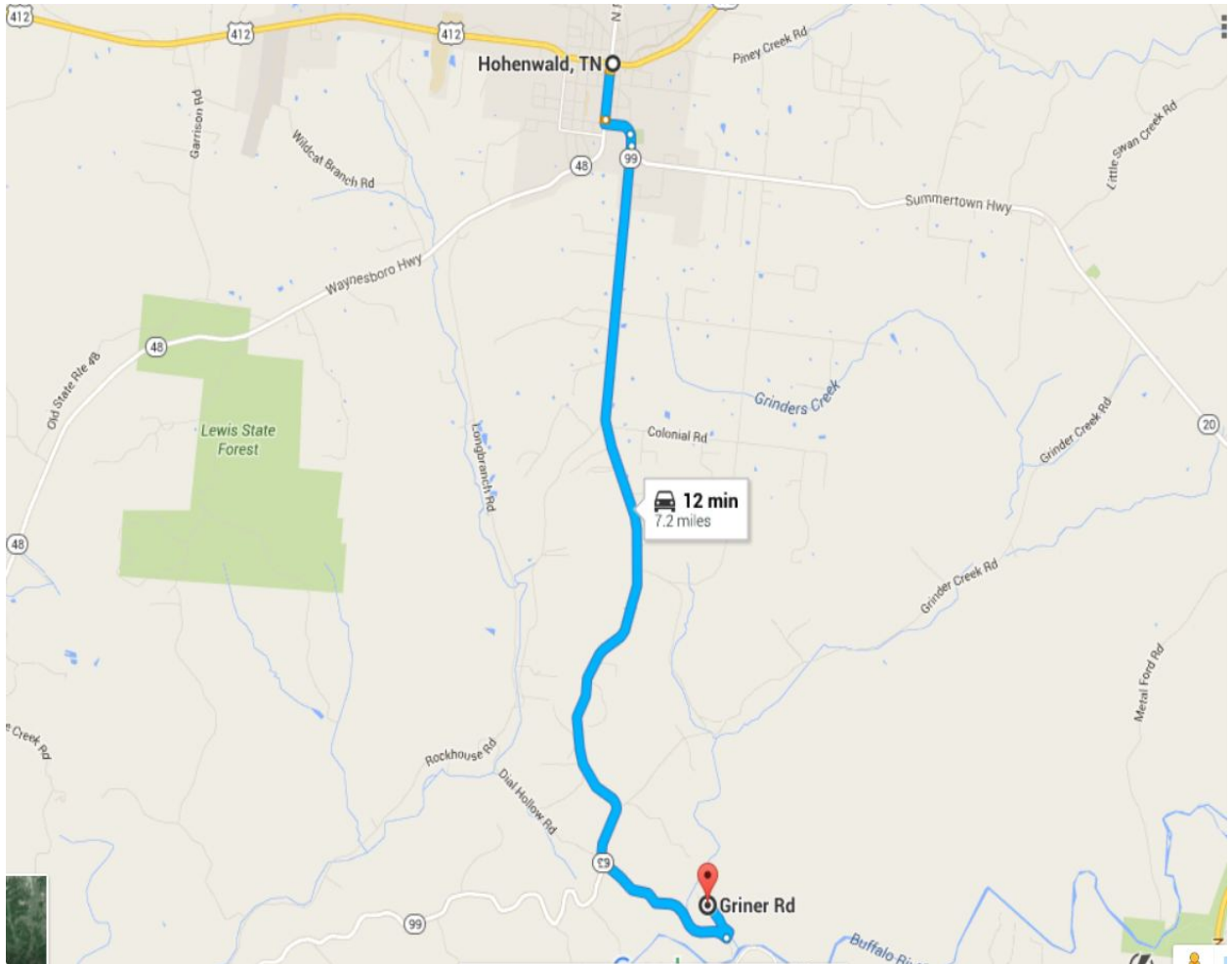
1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$1,500.00.
3. This Agreement shall be in full force and effect for a period of 18 months (1.5 years). Should restoration 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 reasonably possible, with no lodged or leaning trees left in standing trees. 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.

Williams Timber Sale Map
Lewis County, TN
51 +/- Acre Sale Unit



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

Location Map





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BID OFFER

For

WILLIAMS 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. Donald and Mr. Albert Williams in Lewis 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.)