



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-8962 (office/fax)

jonathan@arborspringsforestry.com

May 24, 2013

Foster Timber Sale Notice

Bid Opening: Friday June 21, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. John Foster has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Vanleer in Dickson County, TN. The property is identified as Control Map 036 Parcel 002.00.

General Description of Sale:

This is a marked sale of very good quality hardwood sawtimber on a tract consisting of 85 acres. The actual sale units includes 55 +/- acres. The sale unit contains 227,160 bdft of hardwood timber and 715 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 284 bdft/tree. There are 51 White oak trees marked with an estimated 7,876 bdft of potential *Veneer*, 61 White oak trees with an estimated 8,540 bdft of potential *Stave*, 1 Black Cherry with 338 bdft of potential *Veneer*, and 1 Black walnut with 91 bdft of potential *Veneer*. All potential *Veneer* trees are marked with a "V". The estimated *Veneer* is pulled out of the total volumes for each species. Yellow poplar makes up 36% of the total volume, followed by Chestnut oak (20%), White oak (19%), and Red oak (17%).

To view the timber see "Location" below. Access has been granted by the adjoining landowner at 1260 Halliburton Rd for removal of timber. Please use the location directions to view the timber. The granted access is only for the successful buyer as a temporary easement for timber removal. (See attached map).

Location:

The sale unit is located south of Bear Creek Rd., which is located just west of Vanleer. The address is 1575 Bear Creek Road. Access from Vanleer): From TN 235/HWY 49 travel west on Bear Creek Rd. for 1.4 miles. The landowner's residence is located on the left side of the road at 1575. Go across the low water bridge past the landowner's home and hang to the right and go to the metal shop on the hill. This is a good place to park and view the timber. There are ATV trails throughout the sale area. There is a buffer along the pastures and around the home site in which no timber is marked. (See attached map).

Sale Description:

The sale includes the areas as shown on the attached map. Only those trees marked with BLUE PAINT at dbh and below stump level are eligible for harvest. All sawtimber sized trees are marked with a "*Horizontal Slash*", Pulpwood trees are marked with a "*Dot*", Potential *Veneer* trees are marked with a "*V*", and trees marked with a "*slash/dot*" represent a deduction in volume estimates. The property lines

are well marked with fence and *Pink Flagging*. Existing ATV trails are to be used as skid roads and must be cleaned out after the timber has been removed. BMP's must be applied throughout the sale.

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 21, 2013 at which time they will be opened. The bid opening will be held at The sale location (at the home site). 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 June 21, 2013. (Morning of the bid opening). Please call if sending a fax to ensure it was received.

PREFORMANCE BOND: The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$3,000.00. This will be due at contract signing. There will also be a non-refundable amount due at contract signing in the amount of \$2,000. This will be given to the adjoining landowner in exchange for a temporary easement for timber removal.

PAYMENT: 100 % of payment for said timber is due at contract signing by July 12, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The proposed decking area is located in the southeast corner of the sale unit. It is flagged with Orange Flagging and all trees are eligible for harvest within the flagged area.
- There are 46 individual pulpwood trees marked with a "Dot" and 44 Cull trees marked with an "X". These trees must be felled or adequately girdled. Any products may 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

Jonathan Boggs
Arbor Springs Forestry

Foster Timber Sale
Volume Summary
55 +/- Acres (Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	178	81,220	456
White oak	177	44,265	250
Red oak	131	37,506	286
Chestnut oak	195	45,695	234
Hard Maple	14	1,499	107
Ash	15	3,444	230
Hickory	20	4,025	201
Black cherry	6	1,690	282
Gum	16	3,491	218
Beech	46	4,135	90
Black walnut	1	190	190
Total	799	227,160	284

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	51	7,876	154
White oak Stave (3 Clear)	61	8,540	140
Black walnut	1	91	91
Black cherry	1	338	338
Total	114	16,845	148

Hardwood Pulp/topwood	715 Tons
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Notes:

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

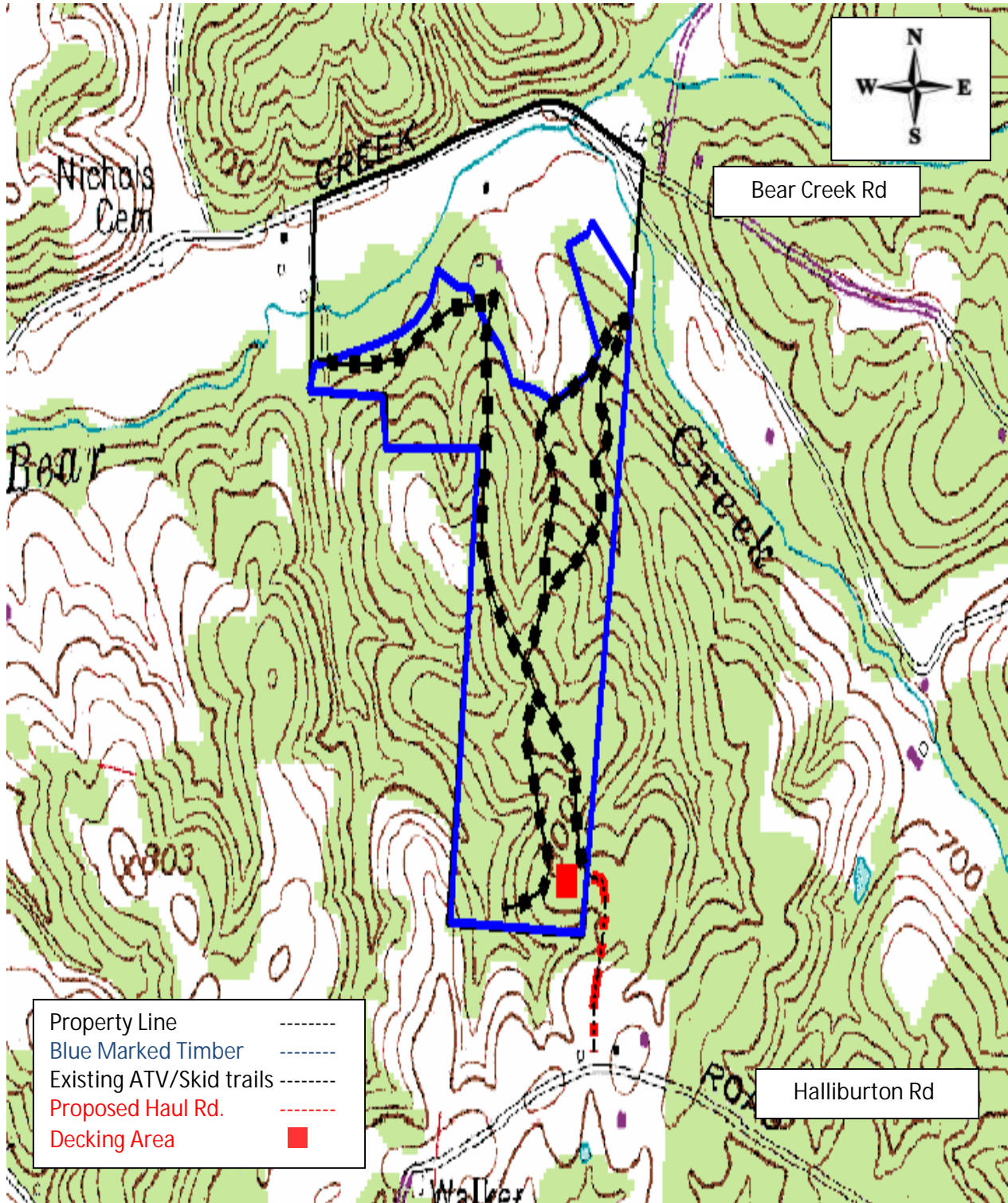
* 46 individual pulpwood trees marked with a "dot". 44 cull trees marked with an "X"

* 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 \$3,000.00. *As well as a non-refundable check in the amount of \$2,000.00 to the Seller's Agent for timber removal access.*
3. This Agreement shall be in full force and effect for a period of 24 months (2 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 "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 skid roads/log landing(s) must be cleared of all debris related to the logging operation, smoothed and seeded if necessary. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues. The Purchaser also agrees to sign a "road use agreement" for the haul road access on the adjoining landowner. This agreement will state that the road must be put back into as good or better condition as it was found.
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. The Purchaser shall pay to the Seller, as liquidated damages, twice the fair market value for each marketable tree that is not marked for sale but that is intentionally cut or wantonly injured and is in violation of this Agreement. The Purchaser, however, shall not be liable for this penalty in felling trees when making necessary skid ways, roadways, or landing areas, or where trees become unavoidably lodged in the felling process. Any "Leave" trees that may be damaged unintentionally due to skidding or during the felling process are to be left standing. The Seller's agent will inspect the damaged trees and determine if they need to be cut. In the case that they are to be cut, trees will be tallied by Seller's agent and the trees will be eligible for harvest. A Fair Market Value for the damaged trees will be agreed by both parties and trees will be paid for at the end of the logging operation. 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.

Foster Timber Sale Map
Dickson County, TN
55 +/- Acre Sale Unit



Map Scale 1:6000

ARBOR SPRINGS FORESTRY
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BID OFFER

For

FOSTER 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. John Foster, in Dickson 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.)