



333 Beechwood Drive
Burns, Tennessee 37029
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jonathan@arborspringsforestry.com

July 15, 2013

East Haven Timber Sale Notice

Bid Opening: Wednesday August 7, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Holly Point LLC has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Clarksville in Montgomery County, TN. The property is identified as Control Map 087 Parcel 033.03.

General Description of Sale:

This is a clearcut sale of quality hardwood sawtimber and pulpwood on a tract consisting of 73.54 acres. The actual sale unit includes 12.01 acres of "blue marked" timber which contains 140,929 bdf of hardwood timber, and 383 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 216 bdf/tree. There are 20 White oak trees with an estimated 4,480 bdf of potential Veneer and 19 White oak trees with an estimated 3,457 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 49% of the total volume, followed by White oak (16 %), and Sweet gum (15%).

The tract has good access off of Smith Lane.

Location:

The sale unit is located just north of HWY 41A and east of Smith Lane in Clarksville, Tennessee. Access from Clarksville: Travel East on HWY 41A for approximately 4.2 miles. Turn left onto Smith Lane. After turning onto Smith Lane you will see a silver gate on your right. Travel through the gate and you will start seeing marked timber on your left in an area that has had some clearing started. (See attached map for sale unit locations).

Sale Description:

The sale is in preparation for a development area. The sale includes the areas as shown on the attached map. There are 12.01 acres of clearcut timber. The timber has been 100 % tallied and is marked with "blue paint". Within the sale unit all trees 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. Sale unit boundaries are well marked with "Blue/Pink flagging. Under no conditions are any trees to be harvested outside of the sale unit boundaries. Phase 1 of the development will take place before the end of August and a few marked/tallied trees may be taken out in the process. These trees are located outside of the "woods edge" off to your left as soon as

you come through the gate. This includes the trees in the area that has already had some dozer clearing around them. In order to harvest these trees they must be taken quickly after contract closing. The rest of the timber will have a longer term (See terms and conditions).

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 Wednesday August 7, 2013 at which time they will be opened. The bid opening will be held at The sale location (near the gate). 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 August 7, 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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by August 21, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 465 individual pulpwood trees marked with a "dot". 38 cull trees marked with an "X"
- No trees shall be harvested outside of the sale unit. No equipment shall be outside of the sale units within the wooded areas.

**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

East Haven Timber Sale
Volume Summary
12.01 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
Red Oak	226	69,137	306
White oak	73	22,625	310
Sweet Gum	132	21,208	161
Hickory	52	7,047	136
Mixed Hardwoods	86	6,534	76
Yellow poplar	15	6,454	430
Hard Maple	30	3,135	105
Ash	15	1,949	130
Post oak	19	1,939	102
Black cherry	3	441	147
Persimmon	4	397	99
Black walnut	2	63	32
Total	657	140,929	215

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	20	4,480	224
White oak Stave (3 Clear)	19	3,457	182
Total	39	7,937	204

Red Cedar	8 Tons
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Hardwood Pulp/topwood	383 Tons
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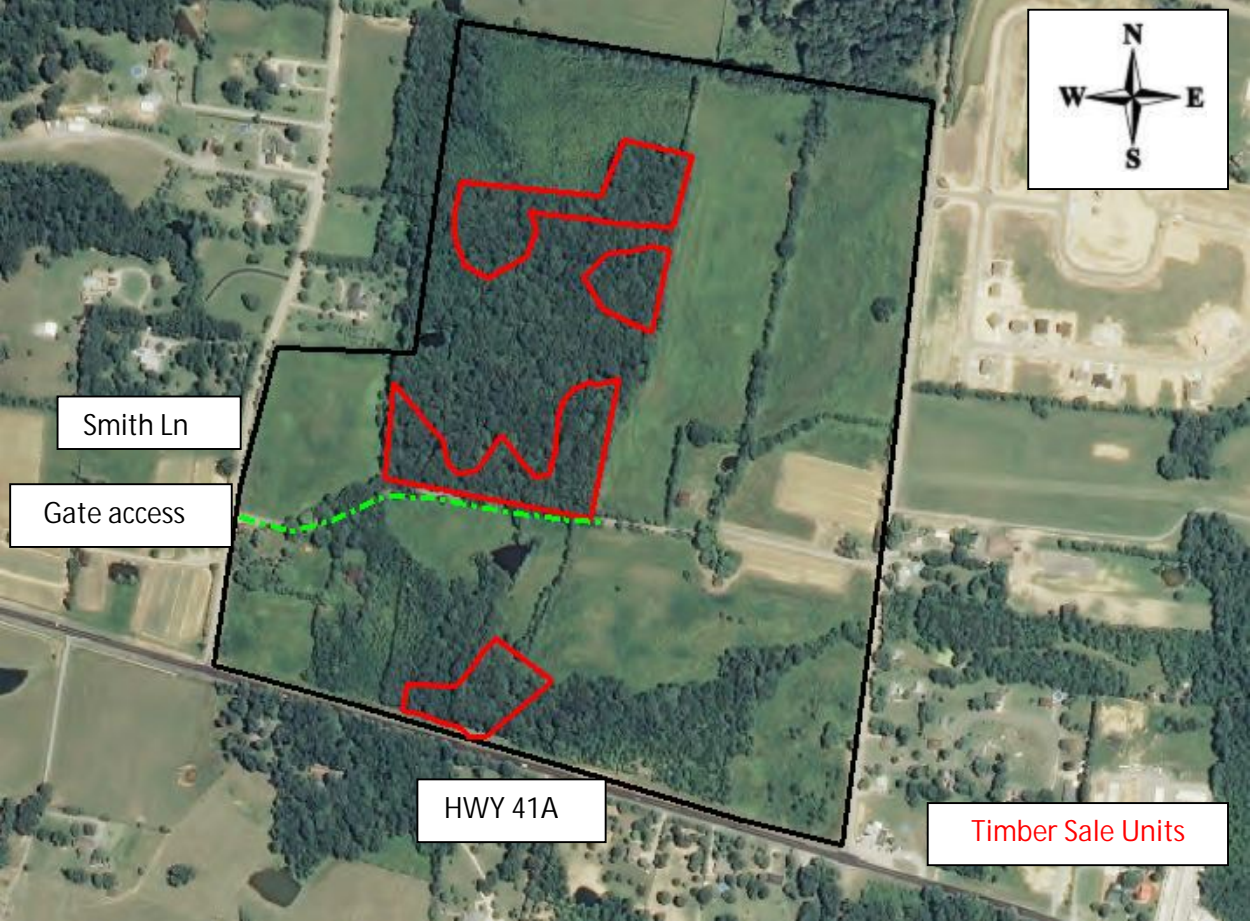
Notes:

- * Veneer/Stave Volumes are out of the total volumes/specie
- * 465 individual pulpwood trees marked with a "dot". 21 cull trees marked with an "X"
- * Mixed Hardwoods Includes: Black gum, Beech, Red maple, and 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 \$1,500.00.
3. This Agreement shall be in full force and effect for a period of 6 months. 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. 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.
7. 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 sale unit 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.

East Haven Timber Sale Map
Montgomery County, TN
28.52 +/- Acre Sale Unit



Map Scale 1:4000

ARBOR SPRINGS FORESTRY
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BID OFFER

For

EAST HAVEN 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 Holly Point LLC, in Montgomery 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.)