



333 Beechwood Drive
Burns, Tennessee 37029
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August 2, 2013

Bear Creek Properties LLC Timber Sale Notice

Bid Opening: Friday September 6, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Jeff Carr of Bear Creek Properties LLC has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dickson in Dickson County, TN. The property is identified as Control Map 137 Parcel 012.00.

General Description of Sale:

This is a seed-tree cut hardwood sale on a 162.18 acre tract. The actual sale units include 12.01 acres. Within the unit trees marked with a "BLUE" band of paint are the LEAVE TREES. These trees must be left and every effort made to not damage them during the operation. All other trees are eligible for harvest. The volume estimates are as follows: 70,861 bdf of hardwood sawtimber (11" DIB at small end) and 432 tons of hardwood pulp. Hickory makes up 34% of the sawtimber volume, followed by Red oak (21%), and White oak (12%). 17 White oak trees containing 2,803 bdf were estimated to be Veneer quality. 6 White oak trees containing 1,122 bdf were estimated to be Stave quality. (See Volume summary for details).

The haul road shown on the attached map will need to be built and stay a permanent road after the operation is complete. The road is flagged with ORANGE flagging and approximately 586 feet long to the edge of the eastern boundary of the timber stand. The layout of this road is approximate and can be changed to best suit the condition of the future road. Rock may be required where the haul road meets the county road.

Location:

This sale unit is located just west of Will Bend Rd. near Dickson in Dickson County, TN. The closest physical address is 698 Will Bell Rd. A GPS will get you there. To access the tract from I-40 Exit 172 (Dickson) travel south on HWY 46 for 0.3 miles. Turn right onto Old TN 46 and travel 0.2 miles. Veer right onto Tidwell Switch Rd and left veer back left to stay on Tidwell Switch Rd. Stay on Tidwell Switch Rd. for approximately 4.1 miles and turn right onto Will Bell Rd. Travel 0.7 miles to the intersection of the proposed haul road. (There is Orange flagging hung at this site.) You can park here and walk the flagged haul road into the timber unit.

Sale Description:

The sale unit as shown on the attached map is flagged with "PINK" flagging. All trees are eligible for harvest within the unit with the exception of the trees marked in Blue Paint and any trees in the SMZ. ANY TREES MARKED WITH BLUE PAINT ARE LEAVE TREES. The SMZ is marked with Blue flagging and highlighted blue on the map. No trees within this area are eligible for harvest. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. 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 September 6, 2013 at which time they will be opened. The bid opening will be held at Donna's Place located in Burns, TN (across from the Dollar General). Buyers are welcome to attend the bid opening and join us for breakfast. Bids may also be submitted by mail, fax, or email on the attached or similar Bid Offer Form, but must be received no later than 8:00 AM on September 6, 2013. (Morning of the bid). 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 \$1500.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by September 20, 2013.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There are an estimated 927 pulp sized trees (6+ inch dbh)

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

Bear Creek Properties
 Volume Summary
 12.01 +/- acres
 (SEED TREE CUT)

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

Species	# of Trees	Bdft Volume	Average/Tree
Hickory	230	24,552	107
Red Oak	61	15,070	247
White oak	48	8,596	179
Mixed Hardwoods	68	7,873	116
Yellow Poplar	12	4,468	372
Hard maple	55	4,372	79
Ash	49	2,493	51
Sweet Gum	13	1,907	147
Black Walnut	13	1,530	118
Total	549	70,861	129

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	17	2,803	165
White oak Stave (3 Clear)	6	1,122	187
Total	23	3,925	171

Hardwood Pulp/topwood	432 Tons
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Notes:

*Seed Tree Cut (Leave Trees are marked with a "blue ring")

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

*Estimated 927 individual pulpwood trees (6+ inch dbh)

*Estimated 9 tons of Red cedar

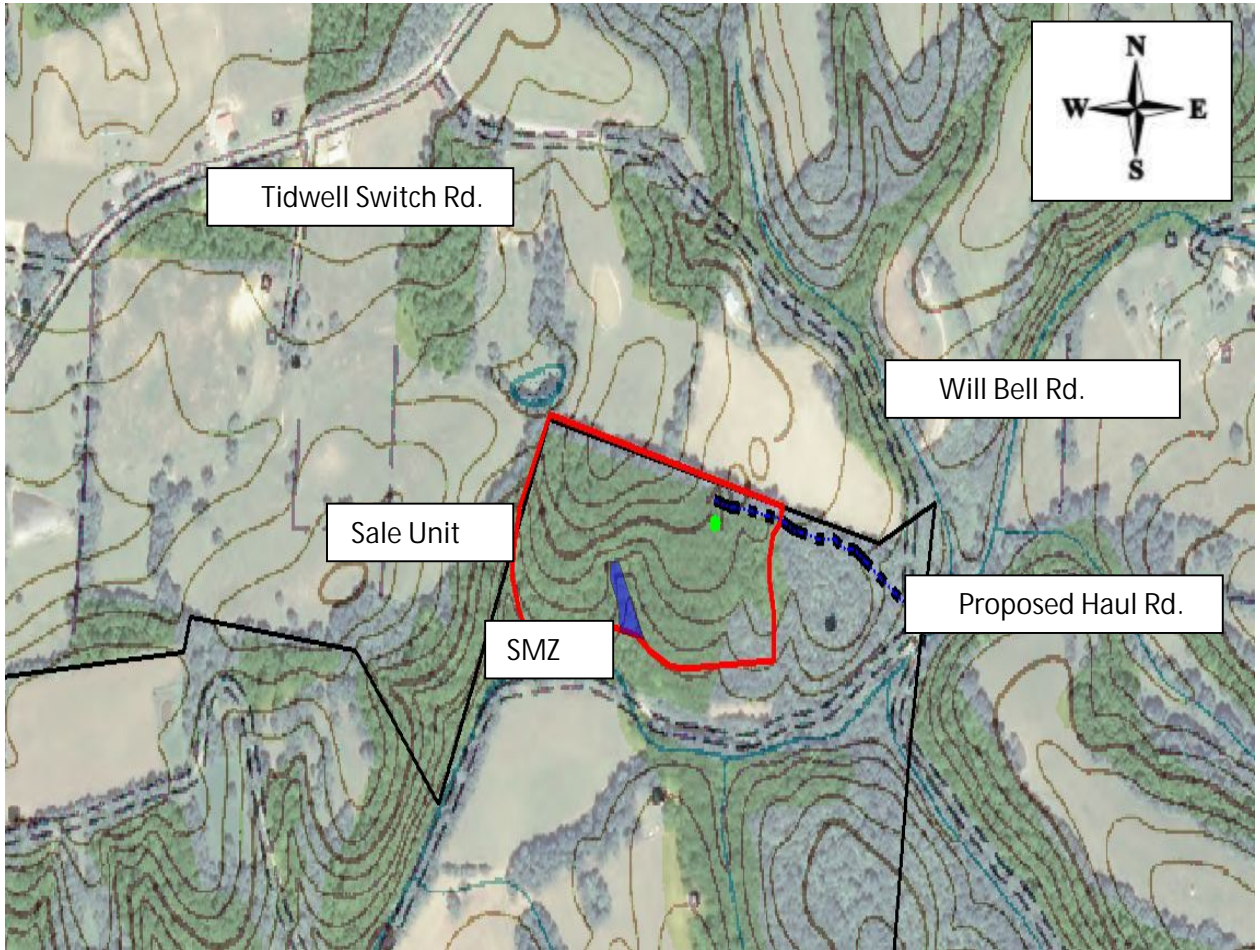
* Mixed Hardwoods Includes: Beech, Chinkapin oak, Black gum, Black cherry

* 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 \$1500.00.
3. This Agreement shall be in full force and effect for a period of 1 year (12 months) from contract signing date. 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 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.
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. Within the unit all trees must be felled and merchantable products be removed at the option of the buyer, with the exception of the Blue painted LEAVE TREES.
10. 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.
11. 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) and Worker's Compensation Insurance as required by law. 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.
12. 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.
13. 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.

Bear Creek Properties LLC Timber Sale Map
Dickson County, TN
12.01 +/- acres



Map Scale 1:4000



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BID OFFER

For

BEAR CREEK PROPERTIES LLC 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 Bear Creek Properties LLC, in Dickson County, TN, within 14 days after notice of acceptance by the seller.

My bid for 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.)