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January 2, 2013

## Fields Timber Sale Notice

*Bid Opening: Thursday January 30, 2014 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mrs. Becky Fields has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her property near Joelton in Davidson County, TN. The property is identified as Control Map 036 Parcel 003.00.

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 27.50 +/- acres. The actual sale unit includes 23.54 +/- acres of "blue marked" timber which contains 56,912 bdf of hardwood sawtimber and 185 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 115 bdf/tree. Red oak makes up 47% of the total volume, followed by White oak (22 %), and Chestnut oak (19%).

This sale has good access off of Cotton Patch Rd. and could serve as a good winter time operation.

### Location:

The sale unit is located between Higdon Rd. and Cotton Patch Rd. near Joelton in Davidson County, TN. It is close to the Cheatham County line. Access from Joelton: Drive south on HWY 41A (Clarksville Pike) for 1.5 miles. Turns right onto Eatons Creek Rd. and travel 1.7 miles. Turn right onto Little Marrowbone Rd. and travel 3.6 miles. Turn right onto Higdon Rd. and travel about 0.5 miles to the top of the hill. Turn left onto Cotton Patch Rd. and the tract will be located on your left. There is an old road bed with a cable across it. You can park here to view the timber. Access from Ashland City: Travel south on HWY 12 for 3.5 miles. Turn left onto Little Marrowbone Rd. and travel 4.5 miles. Turn left onto Higdon Rd. and travel about 0.5 miles. Turn left onto Cotton Patch Rd. and the tract will be located on your left. There is an old road bed with a cable across it. You can park here to view the timber.

### Sale Description:

The sale includes the areas shaded in blue as shown on the attached map. There are +/- 23.54 acres of marked timber. 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 is volume estimate. Property lines and sale boundaries are well marked with Pink Flagging. All BMP'S must be followed during the operation.

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 Thursday January 30, 2014 at which time they will be opened. The bid opening will be held at Donna's Place in Burns, TN (Across from the Dollar General Store). 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 January 30, 2014. (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 \$1,000.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by February 13, 2014.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 64 individual pulpwood trees marked with a "dot". 12 cull trees marked with an "X" These trees must be felled or adequately girdled during the operation. Any merchantable products can 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

## Fields Timber Sale

### Volume Summary

23.54 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	221	26,976	122
White oak	114	12,393	109
Chestnut oak	90	10,991	122
Hickory	49	4,035	82
Yellow poplar	8	1,598	200
Post oak	10	804	80
Mixed Hardwoods	2	67	34
Hard maple	1	48	48
<b>Total</b>	<b>495</b>	<b>56,912</b>	<b>115</b>

Hardwood Pulp	185 Tons
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#### Notes:

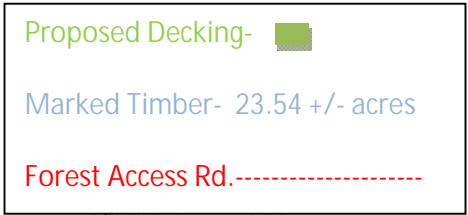
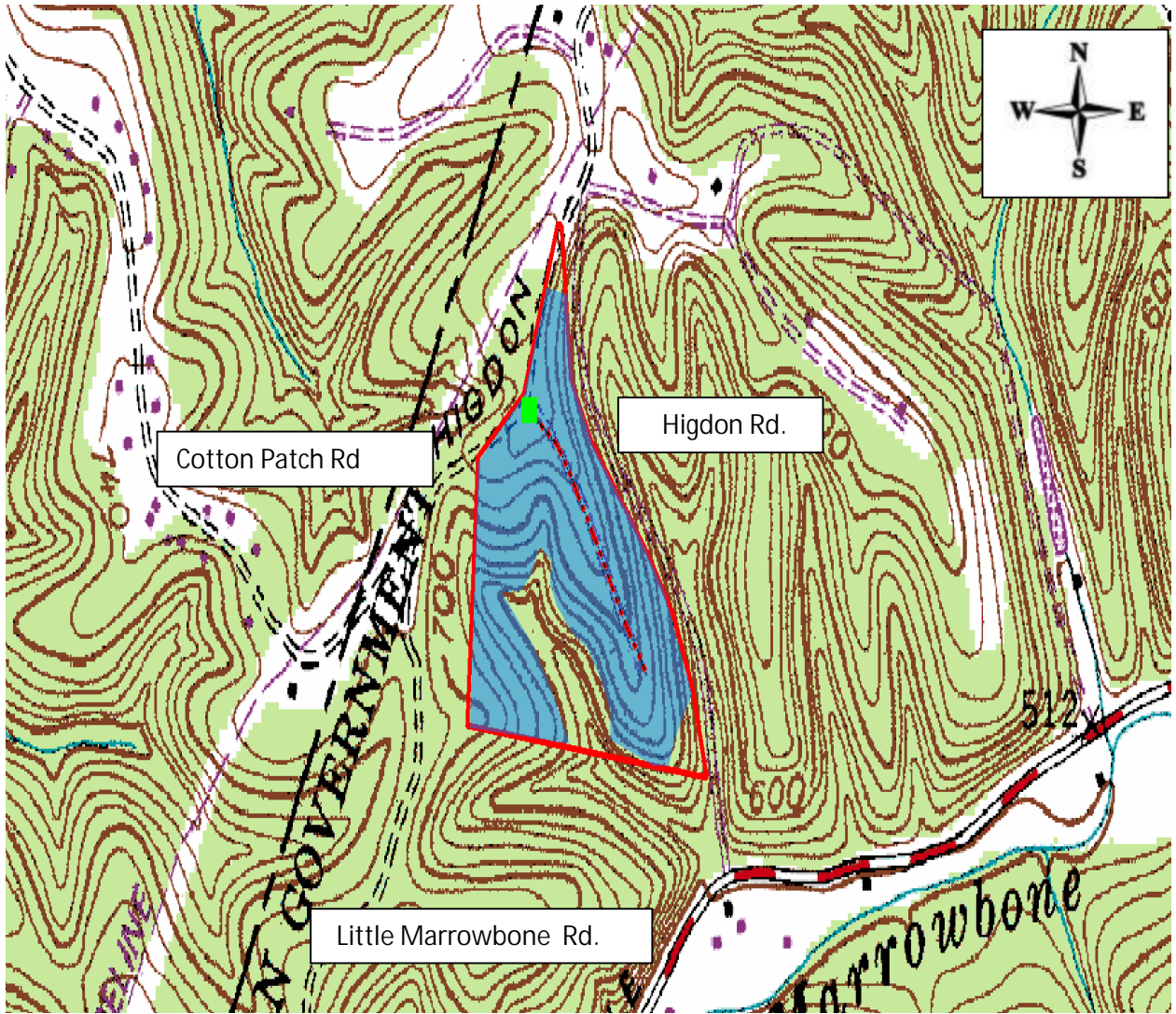
\*64 individual pulpwood trees marked with a "dot". 12 cull trees marked with an "X"

\* 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 \$1,000.00.
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. 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. 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.

Fields Timber Sale Map  
Davidson County, TN  
23.54 +/- Acre Sale Unit





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## BID OFFER

For

### FIELDS 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 Mrs. Becky Fields in Davidson 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.)