



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-1370 (office/fax)
jonathan@arborspringsforestry.com

May 23, 2014

Bruce Timber Sale Notice

Bid Opening: Friday June 27, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Michael Bruce has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dover in Stewart County, TN. The property is identified as Control Map 063 Parcel 008.18.

General Description of Sale:

This is a +/- 33.56 acre tract of which +/- 15.09 acres has been marked and flagged to be "clearcut" with the exception of a few dozen unmarked Oak or Yellow poplar "seed trees". There is an estimated 48,702 bdf of hardwood sawtimber and 465 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 101 bdf/tree. Yellow poplar makes up 44% of the total volume, followed by Red oak (17%), and Hickory (15%). Tallied trees have been painted with a "Blue" dot at DBH and below stump level. The sale boundaries are marked with ORANGE FLAGGING which are inside of the property boundaries.

The driveway to the home will be used as the haul road. This tract would serve as a good winter time job.

Location:

The tract is located just east of Dover on Bumpus Mills Rd. The property address is 538 Bumpus Mills Rd. Access from Dover: Travel towards Clarksville on HWY 79 for approximately 1.5 miles. Turn left onto Bumpus Mills Rd. and travel approximately 1.6 miles. The access road/driveway to the tract will be located on your right. There is a mail box there numbered 538. Travel the driveway approximately 0.4 miles to where the road splits. Take the left fork and the timber sale units will be located on both sides of the road. (See attached sale map).

Sale Description:

The sale unit includes the area highlighted in blue on the attached map. There are +/- 15.09 acres of clearcut timber. The timber was 100% tallied; therefore each tree to be harvested is marked with BLUE PAINT at dbh and below stump level. Sale unit boundaries are well marked with ORANGE FLAGGING. All trees that are greater than 6 inches dbh (4.5 ft above the ground) are to be felled. Any merchantable product found in the trees can be removed at the option of the buyer. 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. We would also be happy to meet with you on an appointment basis to show you the timber. For appointment showings or other general questions about the sale contact the associate forester with Arbor Springs Forestry:
Mike Huddleston (931) 387-2655.

Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Tuesday June 27, 2014 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 June 27, 2014. (Morning of the bid). 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 July 11, 2014.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There are 458 individual pulp sized trees tallied.
- All merchantable trees (6 inch and greater) at dbh within the sale unit boundaries must be felled. Any merchantable product found 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
615-498-8700

Bruce Timber Sale

Volume Summary

15.09 +/- acres (Clearcut/marked timber)

Hardwood Volume Estimates (Doyle FC 78)

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	205	21,557	105
Red oak	56	8,087	144
Hickory	105	7,419	71
White oak	57	6,359	112
Mixed Hardwoods	51	4,721	93
Ash	6	324	54
Post oak	3	235	78
Total	483	48,702	101

Hardwood Pulp/topwood	465 Tons
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Notes:

* 458 individual pulpwood trees marked with a "dot".

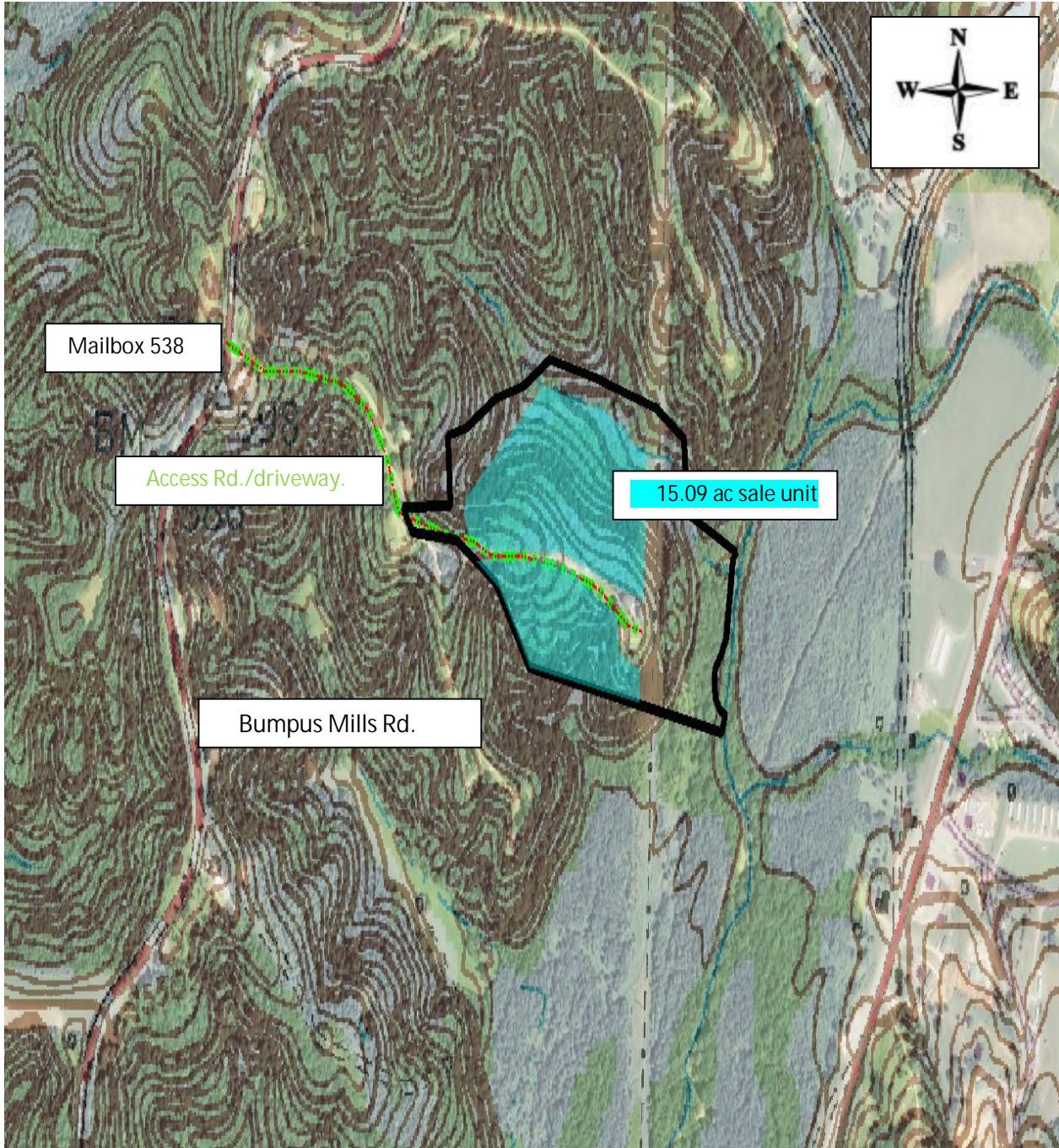
* Mixed Hardwoods Includes: Sweet gum, Beech and Elm

* 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 \$1,000.00.
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 by the Purchaser.
9. All merchantable trees (6 inch and greater) at dbh within the sale unit boundaries must be felled. Any merchantable product found can be removed at the option of the buyer.
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.
14. Haul road/driveway must be left passable at all times throughout the operation. Some gravel may be needed to keep the road in working order.
15. Any damage to tree stands or hunting blinds within the sale unit is not the responsibility of the Purchaser. It is the Seller's responsibility to remove these items before the operation begins.

Bruce Timber Sale Map
Stewart County, TN
15.09 +/- acres sale unit



Map Scale 1:5000
(Map scale may not be accurate due to file conversion)



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BID OFFER

For

BRUCE 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. Michael Bruce, in Stewart 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.)