



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

May 17, 2016

Frerking Timber Sale Notice

Bid Opening: Friday June 17, 2016 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. and Mrs. Frerking have authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Cumberland Furnance in Dickson County, TN. The property is identified by Control Map 002 Parcel 003.00 in the Dickson Co. Assessor of Property office.

General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a +/- 60-acre tract. The sale unit includes +/- 45 acres. The sale unit is shown on the attached sale map as "blue"; other timber areas on the property has no marked timber. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated **110,299 bdf** (Doyle Rule) of hardwood sawtimber (2,451 bdf/acre) and **850 tons** of hardwood pulp/topwood. The hardwood sawtimber tree average is 123 bdf/tree. Red oak makes up 30% of the total volume, followed by Yellow poplar (24%), and Hickory (16%). There are 2 *White oak* butt log that shows potential VENEER characteristics and 28 *White oak* butt logs that show potential STAVE characteristics (See Volume Summary). All sale and/or property boundaries are flagged with **PINK or ORANGE FLAGGING.**

Access to the tract is at 2136 Hollis Crossing Rd. This is the gravel driveway access. This will be the haul road and the log landing will be located in the field. (See enclosed Sale Map).

Location:

The tract is located at 2136 Hollis Crossing Rd. in Cumberland Furnance, TN. (GPS will get you close to the access drive by entering the above address) **Access from Slayden, TN (HWY 235):** From Slayden travel North on TN-235 for approximately 2.5 miles. Turn left onto Hollis Crossing Rd. and travel another 1.6 miles to mailbox 2136 on the north side of the road. The access road is a gravel driveway that leads to the home site. Just beyond the home site you can drive to the open field and park there to walk timber. This is the proposed decking site. Decking areas/skid trails are negotiable, but must be approved by the landowner in advance. (Existing trails are in place and should be utilized for skidding).

Sale Description:

The sale unit is highlighted in BLUE on the attached map. There are +/- 45 acres of selectively marked timber. The timber was 100% tallied; therefore, each tree to be harvested is marked with **BLUE PAINT** at DBH and below stump level. 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. Potential Veneer trees are marked with a "V" above the slash. Property/Sale boundaries are well marked with **PINK and ORANGE FLAGGING**. 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 may look at the timber at their convenience. Please call if you wish to make an appointment to be personally shown the timber.

Terms of Sale:

BID OPENING: Sealed bids submitted on a lump sum basis only will be accepted until **10:00 AM CDT on Friday, June 17, 2016** at which time they will be opened. The bid opening will be held at **Jeanine's Café in Burns, TN (2102 HWY 96)**. Buyers submitting a bid 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 **9:00 AM on June 17, 2016**. (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 **\$1,500.00** due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by **July 1, 2016**.

Notes:

- **The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.**
- **Logging debris must be removed from the open areas and pushed back into the edge of the woods.**
- **Haul road to home must be left passable at all times during the operation.**

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
Arbor Springs Forestry
615-498-8700

Frerking
Volume Summary
45 +/- Acres (Blue Marked Timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	252	33,572	133
Yellow poplar	116	26,484	228
Hickory	171	17,815	104
White oak	94	14,514	154
Mixed Hardwoods	126	8,347	66
Ash	60	4,006	67
Hard Maple	53	3,633	69
Post oak	22	1,836	83
Black cherry	2	92	46
Total	896	110,299	123

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	7	767	110
White oak Stave (3 Clear)	28	2,582	92
Total	35	3,349	96

Hardwood Pulp/topwood	850 Tons
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Notes:

* Mixed Hardwoods include: Sycamore, Black gum, Beech, Sassafras

*41 Individual pulpwood trees are marked with a "dot"

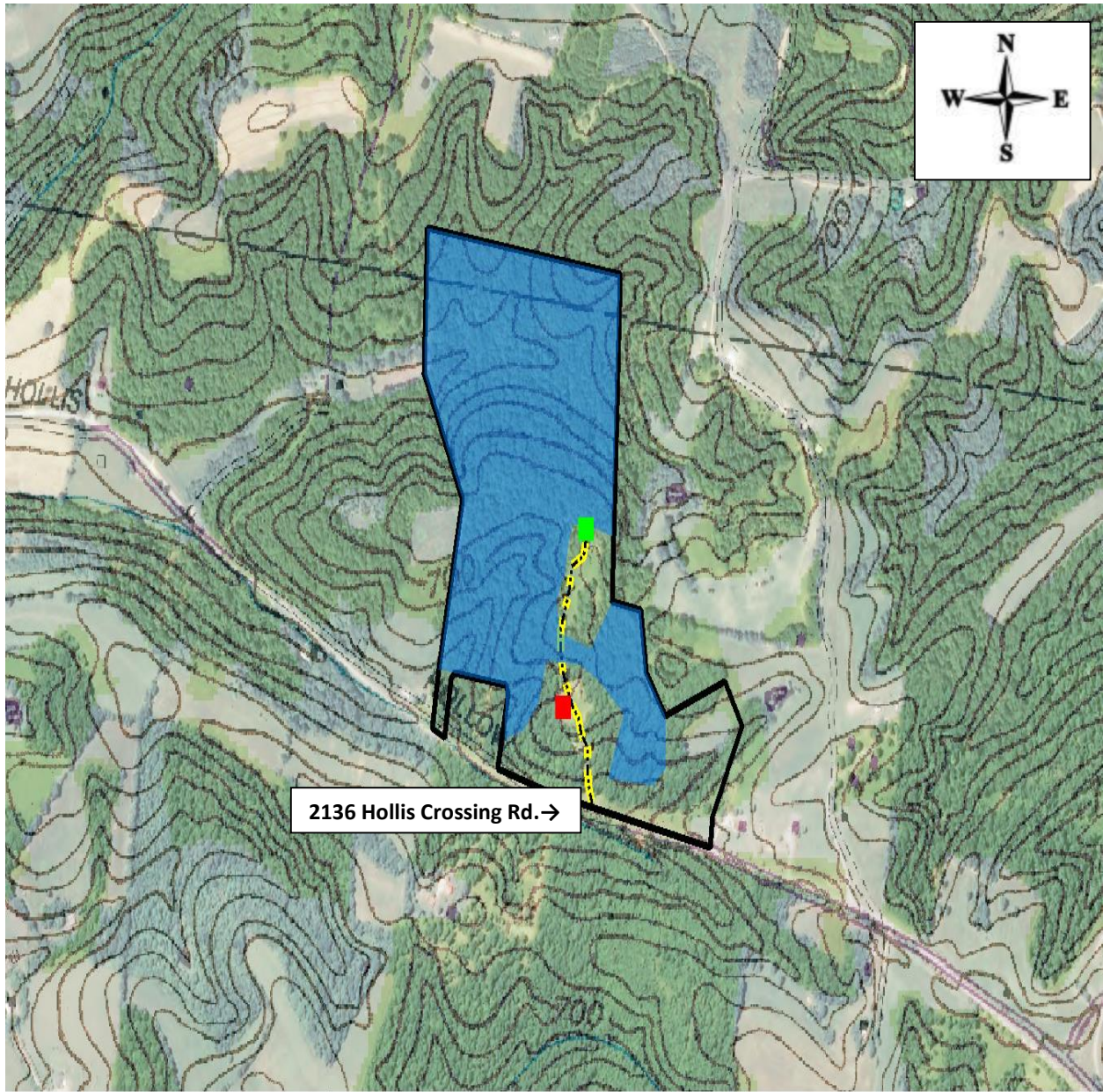
* Veneer/Stave Volumes are out of the total volumes/specie

* 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 100 % 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 **1.0 years (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 may be granted on request 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/or 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 follow Tennessee "Best Management Practices" to stabilize highly disturbed areas 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 be the responsibility of the Purchaser.
9. All BLUE marked trees within the sale unit boundaries are eligible for sale.
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. 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.

Frerking Timber Sale Map
Dickson County, TN
45 +/- acres sale unit

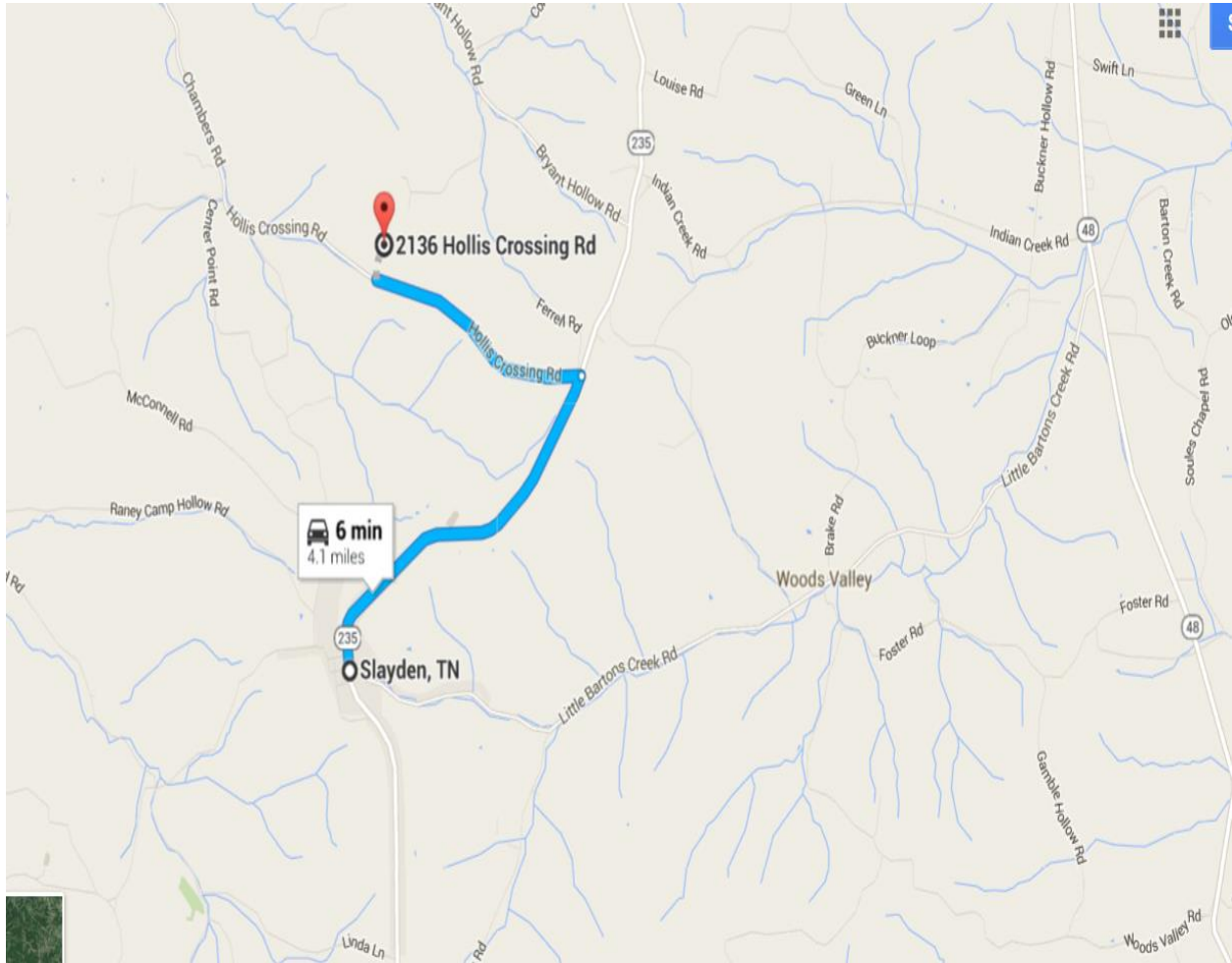


2136 Hollis Crossing Rd. →

Sale Unit (Blue Marked) +/- 45 ac	
Access/Haul Rd.-----	
Logging Deck	■
Home site	■

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

LOCATION MAP





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BID OFFER
For
FREKING 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 Blake & Elizabeth Frerking, 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 in the timber sale notice.)