



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

December 6, 2013

Edward M. Polk Timber Sale Notice

Bid Opening: Friday January 10, 2014 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Edward Polk has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Slayden in Dickson County, TN. The property is identified as Control Map 017 Parcel 008.00.

General Description of Sale:

This is a harvest unit consisting of 29.89 acres. The sale unit includes a 19.74 acre shelterwood harvest, a 5.95 acre clearcut harvest, and there are 4.2 acres of marked timber. Within the shelterwood unit trees marked with a "BLUE DOT" 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: 130,205 bdft of hardwood sawtimber and 693 tons of hardwood pulp. Red oak makes up 38% of the sawtimber volume, followed by White oak (26%), and Yellow poplar (16%). 49 White oak trees containing 7,363 bdft were estimated to be *Veneer* quality. 25 White oak trees containing 3,858 bdft were estimated to be *Stave* quality. (See Volume summary for details).

The proposed haul/skid 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 BLUE flagging and approximately 415 feet long to the bottom at the edge of the marked timber unit and shelterwood unit. The layout of this road is approximate and can be changed to best suit the condition of the future road. Rock and a culvert may be required where the road crosses the dry drainage ditch in the bottom.

Location:

This sale unit is located southeast of Parrott Cemetery Rd. near Slayton in Dickson County, TN. A GPS will get you to Parrott Cemetery Rd. Access from HWY 49/HWY 235 intersection (Vanleer): travel north on HWY 235 for approximately 2.5 miles. Turn left onto McFall St./Parrott St. and travel 0.3 miles. Keep left onto Parrott Cemetery Rd. and travel another 0.3 miles. The proposed decking area and haul/skid road will be located on your left. There is an old log deck located here where a tornado salvage sale was cut a few years ago. There is blue flagging hung along the road. You can park here. The sale unit can be accessed down the existing old skid trail. It is also marked with blue flagging. There are existing forest roads throughout the sale unit that can be accessed with an ATV.

Sale Description:

The sale units are identified on the sale map. The shelterwood unit is outlined in blue, the clearcut in green, and the marked unit in pink. The outside boundaries of the units and the property boundaries are flagged with "ORANGE" flagging. Within the shelterwood unit all trees are eligible for harvest with the exception of the trees marked with Blue Paint. ANY TREES MARKED WITH BLUE PAINT ARE LEAVE TREES. Within the clearcut unit all trees are eligible for harvest. All merchantable trees must be felled within this unit. This unit has received a salvage timber harvest a few years ago after a tornado uprooted many trees. Within the marked timber unit only those trees marked with "PINK" marking paint are eligible for harvest. Sawtimber trees are marked with a "Slash", pulpwood trees are marked with a "Dot" and a "Slash/Dot" represents a deduction in volume estimates. Existing roads and trails are to be used before new ones are built. 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 January 10, 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 January 10, 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 \$2,000.00. This will be due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by January 24, 2014.

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 1265 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

Edward M. Polk Timber Sale

Volume Summary

29.89 acres

(Shelterwood 19.74 ac., Clearcut 5.95 ac., Marked timber 4.2 ac.)

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

Species	# of Trees	Bdft Volume	Average/Tree
Red oak	331	49,107	148
White oak	164	33,855	206
Yellow poplar	111	20,409	184
Hickory	135	10,032	74
Mixed Hardwoods	56	6,219	111
Hard maple	77	6,326	82
Post oak	59	3,278	56
Black cherry	2	119	60
Chinkapin oak	11	860	78
Total	946	130,205	138

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	49	7,363	150
White oak Stave (3 Clear)	25	3,858	154
Total	74	11,221	152

Red Cedar	71 Tons
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Hardwood Pulp/topwood	693 Tons
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Notes:

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

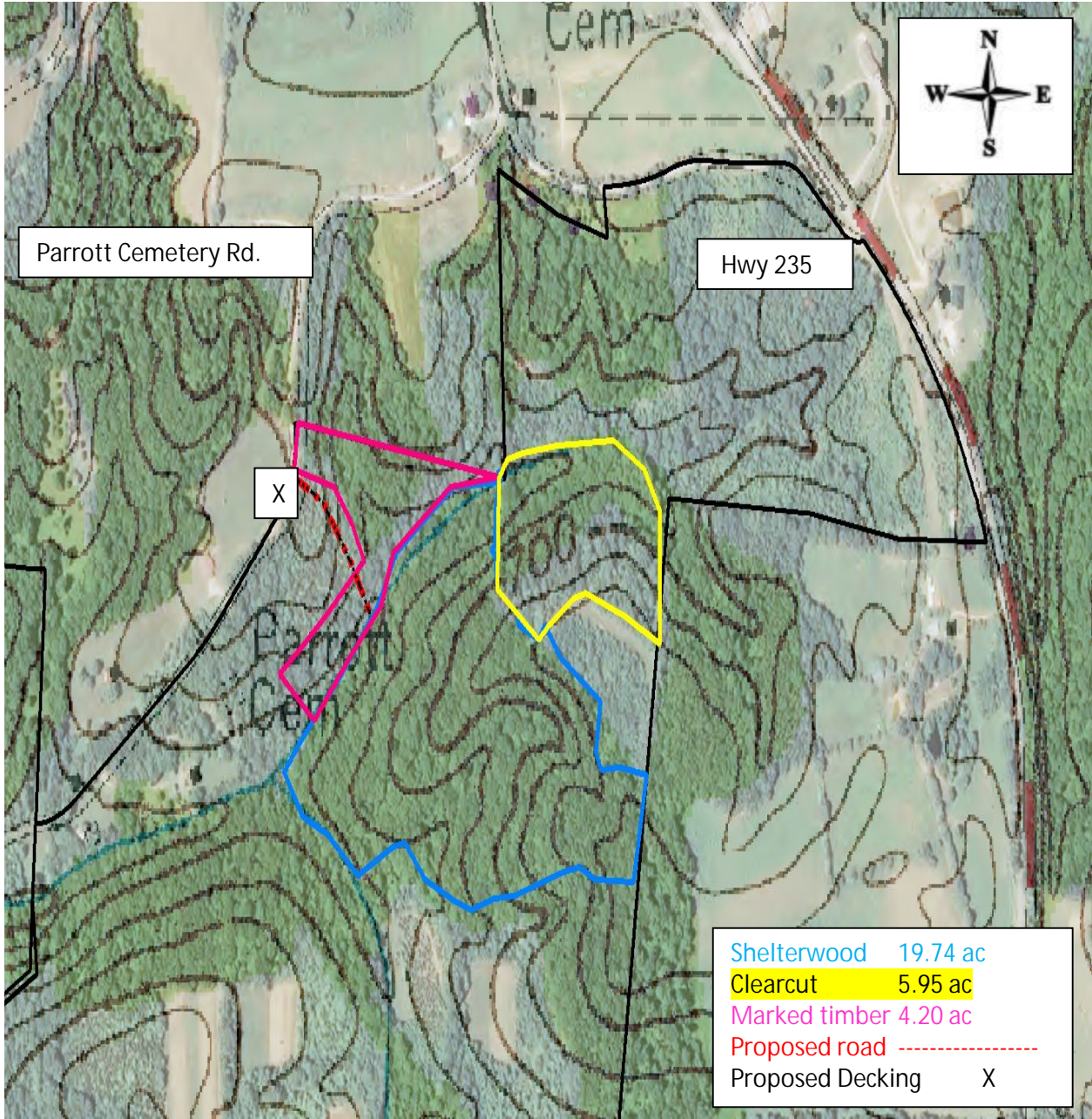
* Mixed Hardwoods Includes: Black gum, Beech, Sycamore, and Elm

* 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 \$2,000.00.
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.
9. Within the shelterwood and clearcut 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 Seller shall also be named as insured under the general liability policy. The Purchaser shall maintain the general liability and worker's compensation policy throughout the contract period. 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. The Seller shall have the right to install a gate and lock across the haul road entrance to prevent unauthorized access during periods when logging is taking place. A key to the lock shall be provided to the purchaser.

Edward M. Polk Timber Sale Map
Dickson County, TN
29.89 +/- acres



Map Scale 1:4000



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BID OFFER

For

EDWARD M. POLK 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. Edward M. Polk, 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.)