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April 4, 2014

## Cook Timber Sale Notice

*Bid Opening: Thursday May 1, 2014 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Ms. Marilyn Cook has authorized Arbor Springs Forestry to serve as her agent in the sale of said hardwood timber located on her property near Fly in Maury County, TN. The property is identified as Control Map 008 Parcel 007.01.

### General Description of Sale:

This is a hardwood sale on a 44 acre tract. The actual sale unit includes 19 +/- acres of "blue marked" timber and identified on the attached map. The sale units contain 71,097 bdf of hardwood timber and 375 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 210 bdf/tree. There are 4 White oak trees with an estimated 973 bdf of potential Veneer and 6 White oak trees with an estimated 1,090 bdf of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Hickory makes up 23% of the total volume, followed by Hard maple (18%), Yellow poplar (18%), and Red oak (14%).

### Location:

The sale unit is located just north of Leipers Creek Rd at mailbox 6511. Access from Fly, TN: From HWY 7 near Fly, TN travel east on Leipers Creek Rd. for approximately 3.9 miles to the access road located on your left through the mowed field. Travel past mailbox 6511 a few hundred yards and turn into the field near the telephone pole. Travel through the field to the pond. This is a good place to park and view the timber. (See attached map).

*The timber can be decked in the hay fields, but all logging debris must be removed and decking area must be smoothed and seeded after operation.*

### Sale Description:

The sale includes the area shaded in blue on the attached map. There are 19 +/- 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 in volume estimate. Property lines are well marked with Good Fence. 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 Thursday May 1, 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 9:00 AM on May 1, 2014. (Morning of the bid opening). 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 \$1,000.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by May 15, 2014

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There are 5 tree located along the landowner's driveway going to the house that are part of this sale but not tallied. She would like to have these trees felled during the operation and any merchantable products will be given to the Purchaser.
- 10 individual pulpwood trees and 4 cull trees are marked with Blue paint. These trees must be felled 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

Jonathan Boggs  
Arbor Springs Forestry

Cook Timber Sale  
Volume Summary

19 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Hickory	82	16,056	196
Yellow poplar	33	12,235	371
Hard maple	73	12,225	167
Red oak	38	10,213	269
White oak	33	9,682	293
Ash	17	3,391	199
Black walnut	30	3,078	103
Mixed Hardwoods	15	1,541	103
Chinkapin oak	9	1,494	166
Chestnut oak	5	793	159
Black cherry	3	389	130
<b>Total</b>	<b>338</b>	<b>71,097</b>	<b>210</b>

Species	# of Trees	Bdft Volume	Average/Tree
White oak Veneer	4	973	243
White oak Stave	6	1,090	182
<b>Total</b>	<b>10</b>	<b>2,063</b>	<b>206</b>

Hardwood Pulp	375 Tons
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Notes:

\*10 individual pulpwood trees marked with a "dot". 4 cull trees marked with an "X"

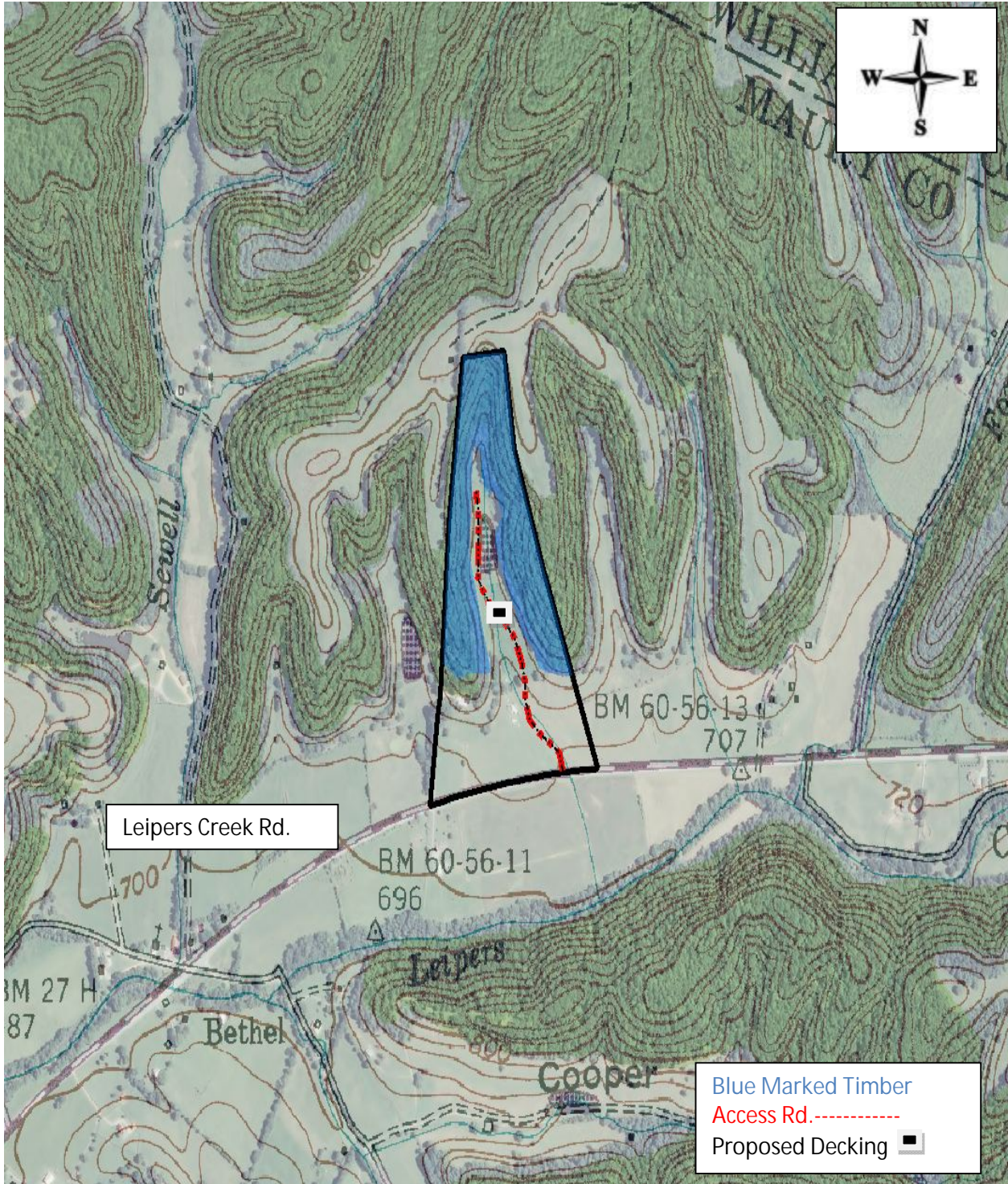
\* Mixed Hardwoods Includes: Beech & Elm

\* 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 6 months (0.5 years). 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 skid roads/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. The Purchaser shall pay to the Seller, as liquidated damages, twice the fair market value for each marketable tree that is not marked for sale but that is intentionally cut or wantonly injured and is in violation of this Agreement. The Purchaser, however, shall not be liable for this penalty in felling trees when making necessary skid ways, roadways, or landing areas, or where trees become unavoidably lodged in the felling process. Any unmarked trees that may be damaged unintentionally due to skidding or during the felling process are to be left standing. The Seller's agent will inspect the damaged trees and determine if they need to be cut. In the case that they are to be cut, trees will be tallied by Seller's agent and the trees will be eligible for harvest. A Fair Market Value for the damaged trees will be agreed by both parties and trees will be paid for at the end of the logging operation. 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.

Cook Timber Sale Map  
Dickson County, TN  
19 +/- Acre Sale Units



Map Scale 1:9000

(Note: Map Scale may not be accurate due to file conversion)



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## BID OFFER

For

### COOK 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 Ms. Marilyn Cook, in Maury 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.)