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September 18, 2013

## Marlin Timber Sale Notice

*Bid Opening: Friday October 11, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Wayne Marlin has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Bon Aqua in Hickman County, TN. The property is identified as Control Map 014 Parcel 013.00.

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 100 acres. The actual sale unit includes +/- 54.87 acres of "blue marked" timber which contains 322,005 bdf of hardwood sawtimber and 1,176 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 203 bdf/tree. There are 6 White oak trees tallied with an estimated 947 bdf of potential Veneer and 80 White oak trees tallied with an estimated 8,636 bdf of potential Stave in the butt logs. Yellow poplar makes up 45% of the total volume, followed by Red oak (31 %), and White oak (14%).

The tract has very good access off of County Line Rd. and Lee Moss Rd. There is "Orange Flagging" hanging around the sale boundaries along these roads. This sale would serve as a good winter timber job.

### Location:

The sale unit is located just west of County Line Rd. and just south of Lee Moss Rd. near Bon Aqua in Hickman County, TN. County Line Rd. can be accessed from Missionary Ridge Rd. Access from HWY 46/HWY 100 Intersection: Travel North on HWY 46 towards Dickson for approximately 1.6 miles. Turn left onto Church St. (Old HWY 46) and travel approximately 1.5 miles. Old HWY 46 turns slight right and becomes Missionary Ridge Rd. Travel on Missionary Ridge Rd. for approximately 3.2 miles. Turn right onto County Line Rd. Travel 0.1 miles and the marked timber will be on your left. You can travel on around to Lee Moss Rd. to view the timber on the North portion of the tract. There is an old forest access road that runs off of County Line Rd. that is foot travel only. This is the best way to view the timber to the far west on the tract. The proposed decking areas are marked on the attached map, but can be changed at the discretion of the buyer. (See attached sale map).

### Sale Description:

The sale includes the area shaded in blue as shown on the attached map. There are +/- 54.87 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. The areas not shaded in blue on the attached map are old field areas that have grown up. These areas do not have any marked timber, but can be used for access if needed. 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 and sale boundaries are marked with ORANGE FLAGGING & OLD FENCE. All BMP'S must be followed during the operation. Skid trails and log decks must be approved by owner/agent in advance.

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 October 11, 2013 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 October 11, 2013. (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 \$2,500.00. This will be due at contract signing.

**PAYMENT:** 100 % of payment for said timber is due at contract signing by September 27, 2013.

### Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There is a power line running north to south on the property. There are some marked trees close to the line. Buyer is responsible for any damage that may occur to the line during the operation. See attached map for powerline location.
- 226 individual pulpwood trees marked with a "dot". 97 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

Wayne Marlin Timber Sale  
Volume Summary  
54.87 +/- acres (marked timber)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	376	143,547	382
Red oak	612	98,969	162
White oak	286	46,255	163
Hickory	216	24,799	115
Mixed Hardwoods	50	3,616	72
Black cherry	18	2,157	120
Post oak	18	1,285	71
Hard maple	8	656	82
Ash	3	371	124
Black walnut	2	350	175
<b>Total</b>	<b>1589</b>	<b>322,005</b>	<b>203</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	6	947	158
White oak Stave (3 Clear)	80	8,636	108
<b>Total</b>	<b>86</b>	<b>9,583</b>	<b>111</b>

Hardwood Pulp	1,176 Tons
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Notes:

\*226 individual pulpwood trees marked with a "dot". 97 cull trees marked with an "X"

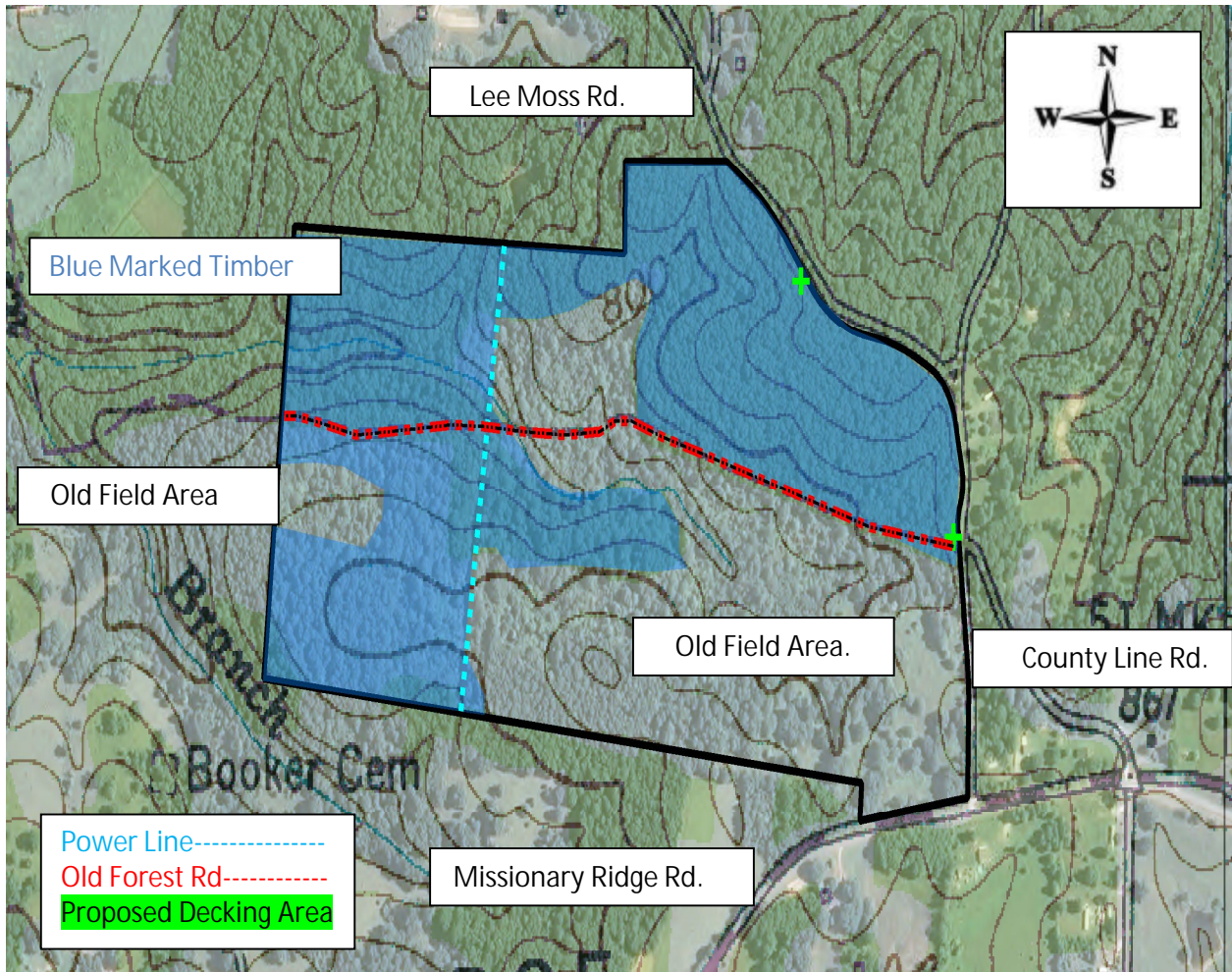
\* Mixed Hardwoods Includes: Black gum, Beech, Sweet gum, and Sycamore

\* 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 \$2,500.00.
3. This Agreement shall be in full force and effect for a period of 18 months (1.5 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 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.

Marlin Timber Sale Map  
Hickman County, TN  
54.87 +/- Acre Sale Unit



Map Scale 1:5000



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## BID OFFER

For

### MARLIN 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. Wayne Marlin in Hickman 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.)