



333 Beechwood Drive  
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January 14, 2015

## Marvin Davis Timber Sale Notice

*Bid Opening: Friday February 13, 2015 at 10:00 AM CST*

Attn: Buyers of Standing Timber,

Mr. Marvin Davis has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Buffalo Valley in Putnam County, TN. The property is identified as Control Map 059 Parcel 013.05 & 013.13.

### General Description of Sale:

This is a 14 inch stump harvest of hardwood sawtimber on a tract consisting of +/- 97 acres. The actual sale unit includes +/- 53 acres of timber which contains 162,902 bdf of hardwood sawtimber and 485 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 89 bdf/tree. Ash makes up 26% of the total volume, followed by Mixed Hardwoods (15 %), Hard maple (14%) and Chickapin oak (13%).

### Location:

The sale unit is located at 16007 Dennys Lane near Buffalo Valley in Putnam County, TN. Access from I40: From Interstate 40 (Exit 268) turn left onto TN-96 N and travel approximately 1.8 miles. Turn left onto St. Mary's Road and travel approximately 0.5 miles. Denny's Lane will be on your left. Turn up Denny's Lane and Travel approximately 0.2 miles to the access Rd that leads to the hardwood timber. There is a sharp curve with a barn sitting very close to the road. The third driveway on the right is the access to view the timber. The access can also be used to bring timber out if Purchaser can get trucks around the barn next to the road. A road use agreement has also been obtained by Mr. Davis to bring the timber out on the north end of the property. This road is shown on the sale map and may be used for hauling out timber during contract term. It comes out on St. Mary's Road. (See Sale Map).

### Sale Description:

The sale unit includes the area shaded in "blue" on the sale map. The unshaded areas on the map is mostly openings and Cedar timber. The Cedar timber is already under contract. No Cedar is eligible for harvest in conjunction with this sale. Within the sale unit those trees that have a 14 inch or greater diameter stump measured 1 foot above the ground on the uphill side are eligible for harvest. Property lines are marked with Fencing. All BMP'S must be followed during the operation. On the attached map the proposed haul road is shown as a red dotted line. There are two options to bring the timber out. (See Sale Map). Skid trails and log decks must be approved by owner/agent in advance. All existing trails should be utilized and be left open upon completion of the operation.

Bidders are welcome to look at the timber at your convenience. A courtesy call should be made to me or Mr. Davis (931) 858-5223 prior to visiting property. 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 CST on Friday, February 13, 2015 at which time they will be opened. The bid opening will be held at Arbor Springs Forestry office located at 333 Beechwood Dr., Burns, TN 37029. Buyers are welcome to attend the bid opening. 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 February 13, 2015. (Morning of the bid opening). 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. This will be due at contract signing.

PAYMENT: 100 % of payment is due by at contract signing by February 27, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The sale unit acreage was calculated with FGIS mapping. None of the sale unit boundaries were GPS'ed with a handheld unit.
- A 10 BAF prism cruise was performed within the sale unit. There were 41 prism plots taken within the 53 acre sale unit. Saw logs were measured to a 10" small end.
- The Cedar Timber is currently under contract and will be harvested in February 2015. Access road should already be a good established road from this sale.
- Within the sale unit those trees that have a 14 inch or greater diameter stump measured 1 foot above the ground on the uphill side are eligible for harvest.
- Pulpwood estimates include topwood within the sawtimber sized trees.

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. Please call me or Mr. Davis (931) 858-5223 prior to visiting property. Feel free to contact me if you have any questions relative to this sale.

Sincerely,

Jonathan Boggs

Marvin Davis

Volume Summary 10 BAF Prism Cruise

53+/- acres (14 inch stump)

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

Species	# of Trees	Bdft Volume	Average/Tree
Ash	493	42,896	87
Mixed Hardwoods	334	25,043	75
Hard maple	276	22,024	80
Chickapin oak	175	21,357	122
Hickory	254	20,389	80
Red oak	154	19,418	126
Yellow poplar	80	7,633	95
Black walnut	58	4,144	71
Total	1824	162,904	89

Hardwood Pulp/topwood	485 Tons
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Notes:

\*All hardwood trees that measure 14 inches at stump are eligible for harvest (see notes)

\* Mixed Hardwoods Includes: Black gum, Beech, Elm, & Red maple

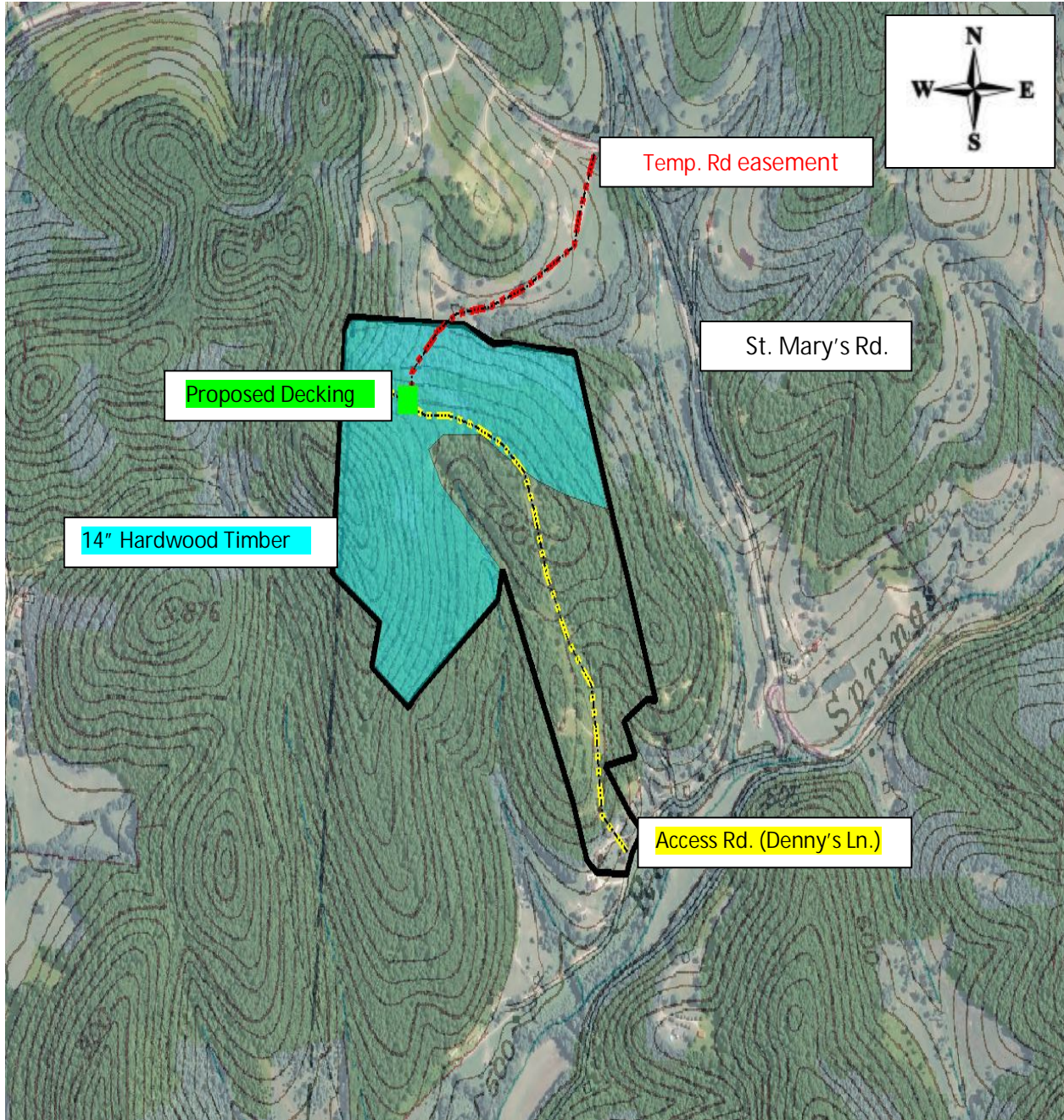
\* The above Volumes estimates are for informational purposes only.

Bidders should satisfy themselves to the quantity and quality of said timber.

## TERMS AND CONDITIONS OF SALE

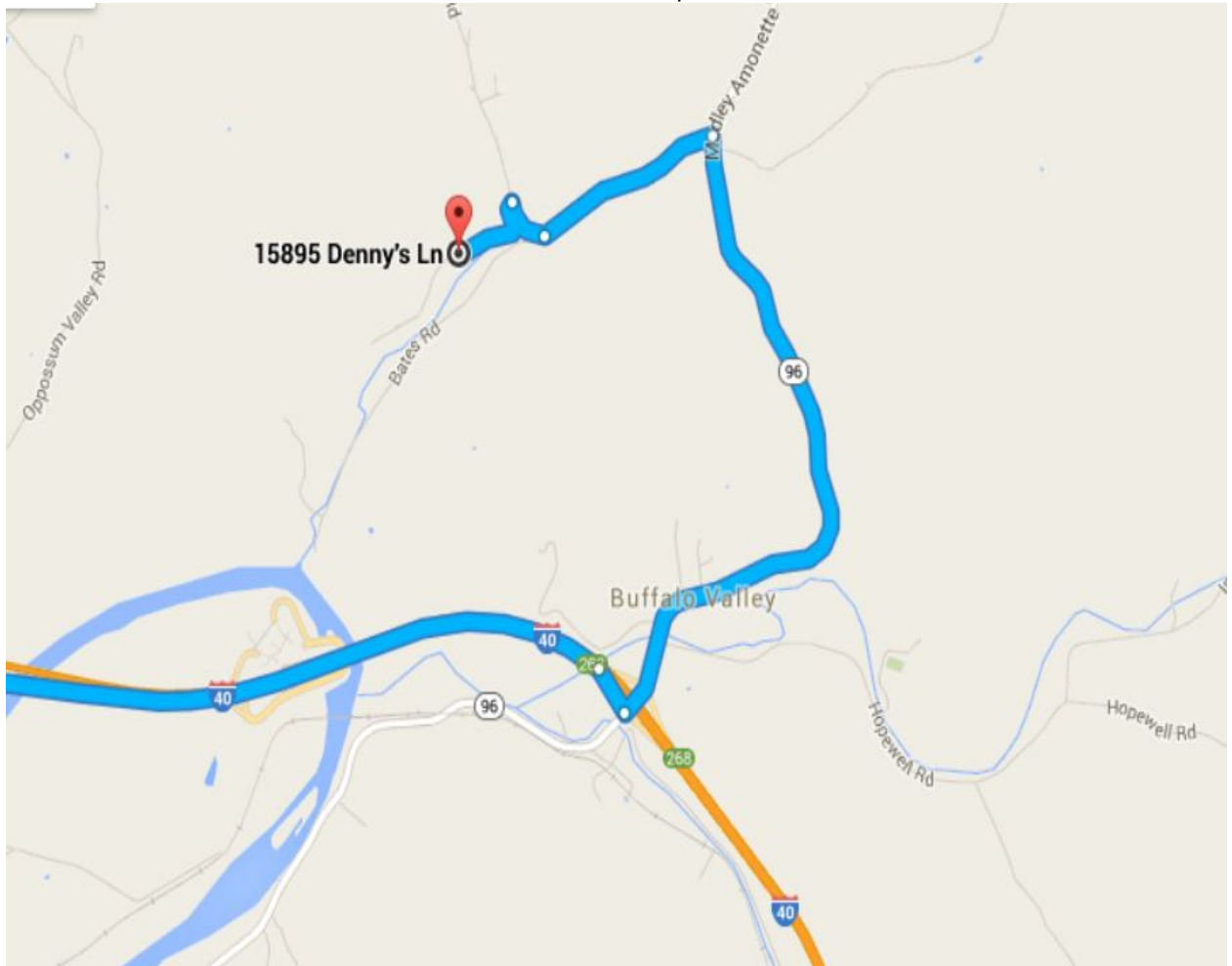
1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$1,500.00.
3. This Agreement shall be in full force and effect for a period of *1 year (12 months)*. Should restoration 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 "Pre-Harvest" 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. Logging debris must be left as low as reasonable possible. Normally this would be +/- 4 feet from the ground maximum. 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.
13. Seller and/or Seller's hunting lessee are responsible for removing any deer stands throughout the sale unit. Purchaser is not responsible for damage to deer stands.

Marvin Davis Timber Sale Map  
Putnam County, TN  
53 +/- Acre Sale Unit



Map Scale 1:5000  
(Map Scale may be inaccurate due to file conversion)

Location Map





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## BID OFFER

For

### MARVIN DAVIS 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. Marvin Davis in Putnam 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.)