

ARBOR SPRINGS FORESTRY  
333 Beechwood Drive  
Burns, Tennessee 37029  
615-498-8700 (cell)  
615-375-8962 (office/fax)  
[jonathan@arborspringsforestry.com](mailto:jonathan@arborspringsforestry.com)

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April 15, 2013

## Mahling Timber Sale Notice

*Bid Opening: May 17, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. H. Burke Mahling has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Nashville in Davidson County, TN. The property is identified as Control Map 058 Parcel 199.00.

### General Description of Sale:

This is a marked sale of quality hardwood timber. The sale is on a 49 +/- acre parcel. The actual sale unit consists of 20.36 +/- acres, containing 73,858 bdf of hardwood timber. All hardwood sawtimber trees average 210 bdf/tree. Black walnut makes up 22% of the total volume, followed by Hard maple (15%), and Red oak (15%). There are 29 Black walnut trees and 1 White oak tree estimated to have 3,214 bdf of Potential Veneer. (See volume summary for details)

The tract is accessible to view from Mr. Mahling's driveway through the hay field behind the house. Mr. Mahling request that the decking area be on the east side of the tract off of Sulphur Creek Road. A temporary tile will likely be needed for access (See attached map).

### Location:

This tract is located at 4553 Eatons Creek Road, Nashville, TN 37218. From 140 take exit 204 (TN-155 Briley Parkway N) and travel 5.1 miles to exit 24 (Hwy 12). Exit right and travel 0.7 miles to Eatons Creek Road. Turn left onto Eatons Creek road and travel approximately 1.3 miles, Mr. Mahling's driveway is on the left. Travel up the driveway past the house and continue through the hay field behind the house. The timber is on the hill bordering the hay field. To view the decking area and the east side of the tract travel past the driveway and the next road on the left is Sulphur Creek Road. The marked timber will start of the slope off to your left. The proposed decking area is flagged with Pink Flagging. (See attached Map).

### Sale Description:

The sale includes the areas as shown on the attached map. Only those trees marked with BLUE PAINT at dbh and below stump level are eligible for harvest. All sawtimber sized trees are marked with a "Horizontal Slash", pulpwood trees are marked with a "DOT", cull trees are marked with an "X". Trees marked with a "slash/dot" represent a deduction in volume estimates. The sale unit and property lines are well marked with Blue Flagging. 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. Please be sure to contact me or Mr. Mahling at 615-708-5197 before going to view the timber from the pasture field.

Terms of Sale:

BID OPENING: Sealed bids on a submitted lump sum basis only will be accepted until 10:00 AM CDT on Friday May 17, 2013 at which time they will be opened. The bid opening will be held at The sale location, at Mr. Mahling's house. Buyers are welcome to attend the bid opening. 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 May 17, 2013, the morning of the bid. 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 \$2,000.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by May 31, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.

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

Mahling Timber Sale  
Volume Summary  
20.36 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
Black walnut	118	16,506	140
Red oak	25	10,297	412
Yellow poplar	23	9,890	430
Hard maple	40	10,917	273
Sweet Gum	40	8,068	202
Hickory	23	4,561	198
Ash	13	3,469	267
White oak	1	922	922
Paulownia	6	540	90
Chinkapin oak	10	2,411	241
Mixed Hardwoods	53	6,277	118
<b>Total</b>	<b>352</b>	<b>73,858</b>	<b>210</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
Black Walnut Veneer	29	2,854	98
White oak Veneer	1	360	360
<b>Total</b>	<b>30</b>	<b>3,214</b>	<b>107</b>

Hardwood Pulp	340 Tons
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Notes:

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

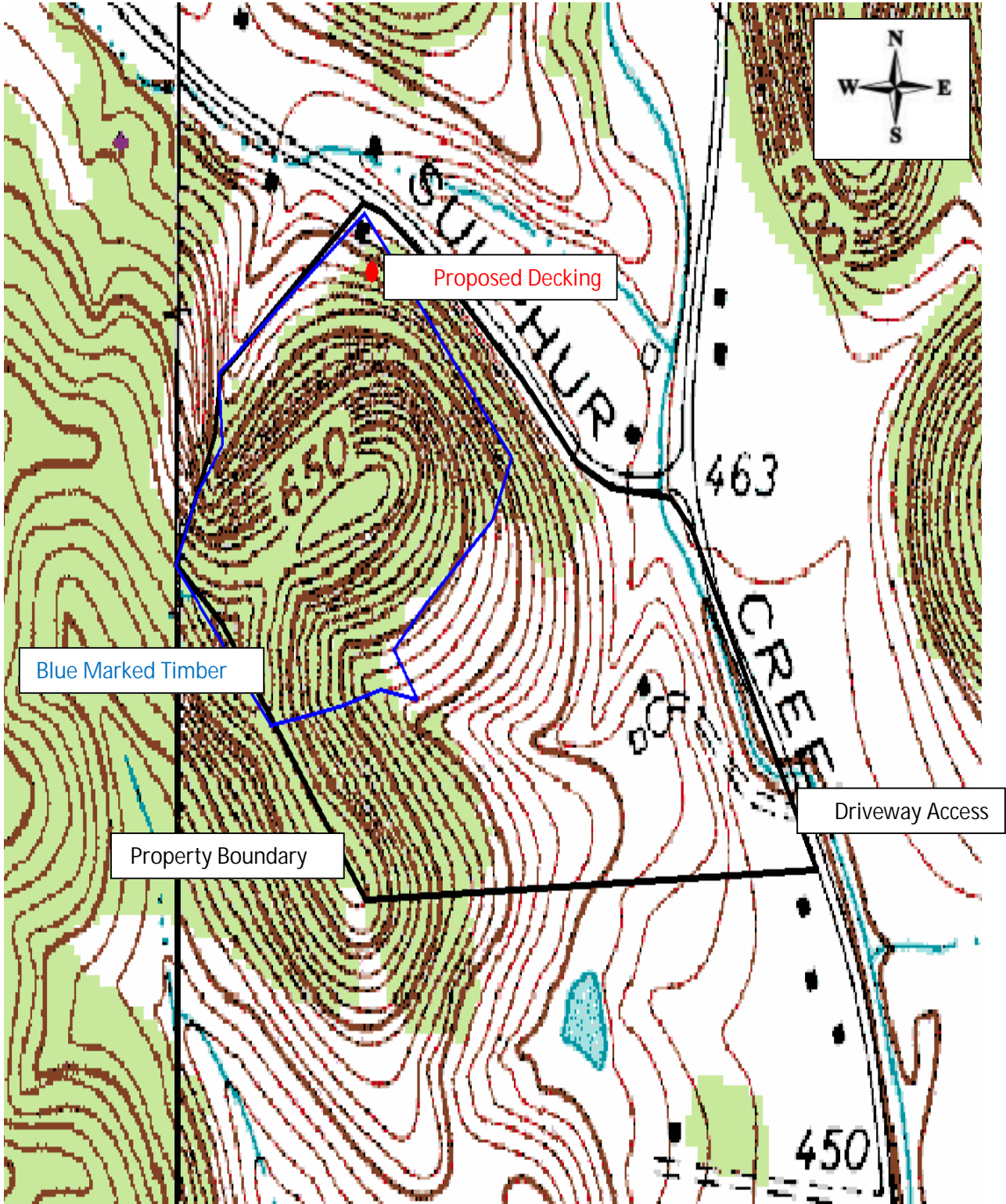
\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

\*Mixed Hardwoods include: Sycamore, Hackberry, Elm, and Beech

## 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 Years (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 "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. All trees marked with **BLUE** colored paint shall be felled or adequately girdled; to be "adequately girdled," a tree must have two cuts, each cut encompassing the tree stem and connecting at each end, made deep enough to reach through to the cambium.
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) 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.
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.

Mahling Timber Sale Map  
Davidson County, TN  
20.36 +/- Acre Sale Unit



Map Scale 1:9000

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**BID OFFER**  
For  
**MAHLING 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. H. Burke Mahling, in Davidson 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.)