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September 1, 2013

## Cagle Timber Sale Notice

*Bid Opening: Tuesday October 1, 2013 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Randle Cagle has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Dickson in Dickson County, TN. The property is identified as Control Map 108 Parcel 007.02.

### General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a tract consisting of 121.82 acres. The actual sale unit includes +/- 90 acres of "blue marked" timber which contains 163,176 bdf of hardwood timber and 2,655 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 109 bdf/tree. There is an estimated 4,201 bdf of potential *White oak Veneer*, and 14,659 bdf of potential *White oak Stave*. White oak makes up 61% of the total volume, followed by Red oak (15%), and Hickory (13%). The tract has good access through the pastures from the Eno Road and could serve as a good winter time job.

### Location:

The sale unit is located just south of Eno Rd. and Northwest of Coon Creek Rd in Dickson, Tennessee. Access from Dickson, TN: Travel South on HWY 48 for approximately 1.7 miles. Turn left onto Eno Rd and travel approximately 4.4 miles. The tract will be located on your left. There is a rental house just off the road. When traveling from Dickson you can access the eastern portion of the tract by turning on the road just before the house and going through the gate to the back horse pasture. Please shut gate behind you so the hores don't get out. To access the south and west portions of the tract travel to the driveway going to the house and hand a right throught the pasture. You can access the timber by traveling to the back of the pasture. (See attached map for access roads).

### Sale Description:

The sale includes the area as shown on the attached map. There are +/- 90 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. Potential Veneer trees are painted with a "V". The property boundaries are marked with "BLUE FLAGGING". All BMP'S must be followed during the operation.

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 Tuesday October 1, 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 1, 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 October 14, 2013.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 626 individual pulpwood trees marked with a "dot". 211 cull trees marked with an "X"
- Pastures may be used for decking areas, but all logging debris must be pushed back into the woods.

**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

Randle Cagle  
Volume Summary  
90 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
White oak	733	98,835	135
Red oak	242	23,977	99
Hickory	242	20,550	85
Post oak	192	12,660	66
Black cherry	44	4,071	93
Hard maple	18	1,339	74
Mixed Hardwoods	20	1,100	55
Yellow poplar	3	644	215
<b>Total</b>	<b>1494</b>	<b>163,176</b>	<b>109</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	45	4,201	93
White oak Stave (3 Clear)	163	14,659	90
<b>Total</b>	<b>208</b>	<b>18,860</b>	<b>91</b>

Hardwood Pulp/topwood	2655 Tons
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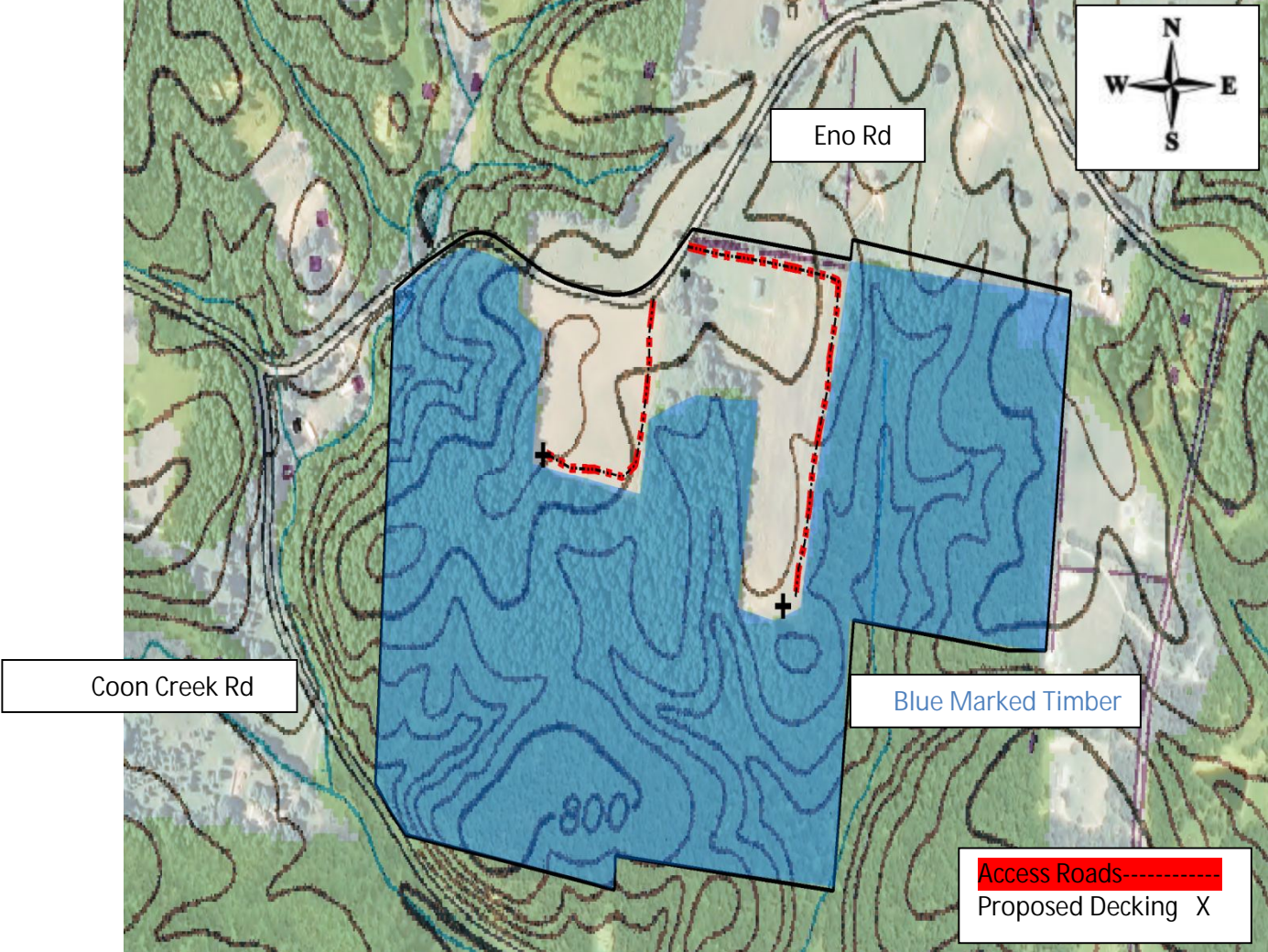
Notes:

- \* Veneer/Stave Volumes are out of the total volumes/specie
- \* 626 individual pulpwood trees marked with a "dot". 211 cull trees marked with an "X"
- \* Mixed Hardwoods Includes: Black gum, Beech, and Red maple
- \* 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 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. 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.

Cagle Timber Sale Map  
Dickson County, TN  
90 +/- Acre Sale Unit



Map Scale 1:6000



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## BID OFFER

For

### CAGLE 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. Randle Cagle, in Dickson 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.)