

333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-8962 (office/fax)

jonathan@arborspringsforestry.com

March 15, 2013

Goodall Timber Sale Notice

Bid Opening: FRIDAY APRIL 12, 2013 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Robert Goodall has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Westmoreland in Sumner County, TN. The property is identified as Control Map 025 Parcel 047.00.

General Description of Sale:

This is a hardwood sale on a tract consisting of 732 acres. The actual sale units include 56.13 acres, which is designated as clearcut. The sale units contain 202,733 bdft of hardwood timber, 1,529 tons of hardwood pulp/topwood, and 167 tons of Red Cedar. All hardwood sawtimber trees average 99 bdft/tree. There are an estimated 17 White oak trees with 882 bdft of potential Stave. The estimated Stave is pulled out of the total White oak volume. Hickory makes up 44% of the total volume, followed by Red oak (19%), and White oak (18%). The tract has good access off of Old Highway 31E.

Location:

The sale unit is located just east of Old Highway 31E north of Westmoreland in Sumner County, Tennessee. Access from Westmoreland ,TN: Travel West on TN-52 towards Portland for 1.1 miles. Make a right onto Old HWY 31E and travel 3.3 mile. The access road will be on your right. There is an "Arbor Springs Forestry" sign located at the blue gate. The proposed decking area is the field area just on the other side of the gate. (See attached map). You are welcome to access through the gate to view timber. The gate combination is 0911. You can also park at the gate to walk the timber. The sale unit lays just southeast of the access road through the bottom. The sale unit is flagged with PINK FLAGGING. Be sure to shut gate behind you when entering tract and make sure it is locked back after leaving tract.

Sale Description:

The sale includes the area as shown on the attached map. The sale unit totals 56.13 acres and is designated as clearcut. All trees within the sale unit are eligible for harvest with the exception of the SMZ's. All trees must be felled and any product found may be removed at the option of the buyer. The sale boundaries are well marked with <u>PINK FLAGGING</u>. Within the sale unit there are 3 areas flagged with <u>BLUE FLAGGING</u> that are considered Streamside Management Zones (SMZ's). No trees are to be cut within the SMZ's. (See attached map for SMZ locations).

Bidders are welcome to look at the timber at your convenience. <u>GATE COMBINATION 0911. MAKE SURE TO SHUT GATE BEHIND YOU AND LOCK IT BACK AFTER LEAVING TRACT!</u> 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 April 12, 2013 at which time they will be opened. The bid opening will be held at <u>Donna's Place located on HWY 96 in Burns, TN (Across from Dollar General Store)</u>. 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 <u>9:00 AM on April 12, 2013.</u> (<u>Morning of the bid opening</u>) 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 \$3500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by April 26, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- SMZ acreage was subtracted from the total acreage of the sale unit.

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

Robert Goodall Timber Sale Volume Summary 56.13 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree	
Hickory	775	89,400	115	
Red oak	331	38,759	117	
White oak	455	35,194	77	
Yellow poplar	202	21,443	106	
Post oak	62	6,068	98	
Hard Maple	51	2,592	51	
Mixed Hardwoods	162	9,276	57	
Total	2038	202,732	99	

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave (3 Clear)	17	882	52
Total	17	882	52

Red Cedar	167 tons
Hardwood Pulp/topwood	1529 Tons

Notes:

^{*} Stave Volumes are out of the total volumes/specie

^{*337} individual pulpwood trees marked with a "dot". 45 cull trees marked with an "X"

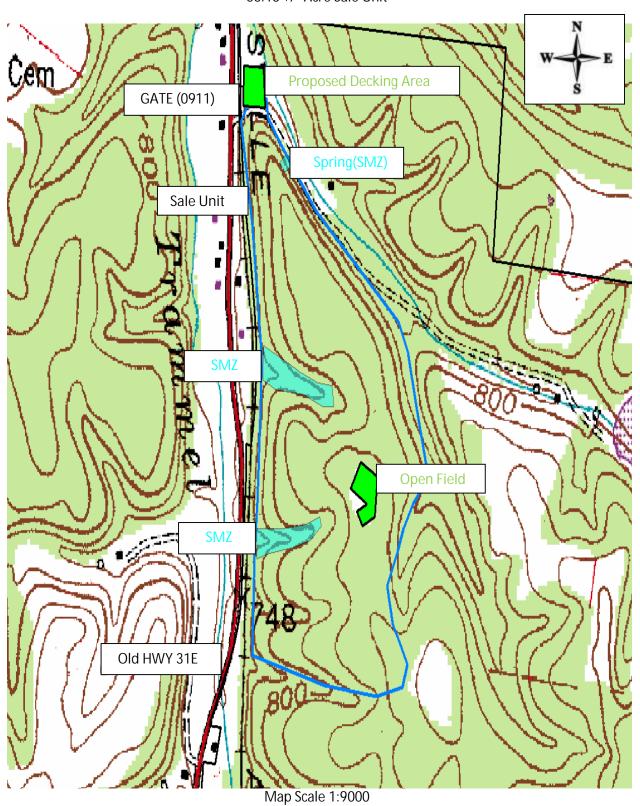
^{*} Mixed Hardwoods Includes: Red maple, Beech, Sycamore, and Elm

^{*} 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 \$3500.00.
- 3. This Agreement shall be in full force and effect until October 1, 2014 (1 Year 6 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 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 within the clearcut unit must be felled and any product found may be removed at the option of the buyer.
- 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.

Robert Goodall Timber Sale Map Sumner County, TN 56.13 +/- Acre Sale Unit



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BID OFFER For ROBERT GOODALL 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 Robert Goddall, in Sumner 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.)