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May 13, 2013

Goodall Inc Builders Timber Sale Notice

Bid Opening: TUESDAY JUNE 4, 2013 at 1:00 PM CDT

Attn: Buyers of Standing Timber,

Goodall Inc Builders has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood/cedar timber located on their property near Lebanon in Wilson County, TN. The property is identified as Control Map 079 Parcel 051.10/051.11.

General Description of Sale:

This is a hardwood/cedar sale on 49.38 +/- acres. The sale unit is a clearcut in preparation for development. All trees within the sale unit are eligible for harvest. All merchantable trees must be felled (6 inch dbh+) and any merchantable products be removed at the option of the buyer. The sale unit contains 201,254 bdft of hardwood timber, 1,106 tons of hardwood pulp/topwood, and 380 tons of Red Cedar. All hardwood sawtimber trees average 172 bdft/tree. Yellow poplar makes up 49% of the total volume, followed by Red oak (13%), and Ash (8%). The tract has good access off of Leeville Pike. This is preparation for development and would serve as a good wet weather operation.

Location:

The sale unit is located just north of Leeville Pike near Lebanon in Wilson County, Tennessee. Access from <u>Lebanon ,TN</u>: Travel West on Interstate 40 to exit 232B (Gallatin 109 exit). Travel north on HWY 109 and make the first right onto Leeville Pike. Travel 1.3 miles on Leeville pike and the timber is located to your left. The haul road is just before the "Blue and Black StoneBridge sign". There is also PINK FLAGGING hanging near the wood line. This is a good place to park and view the timber.

The haul road and decking area (including necessary rock) as seen on the attached map will be constructed at the expense of the landowner. This work will be done immediately after contract closing.

Sale Description:

The sale includes the area as shown on the attached map. The sale unit totals 49.38 acres and is designated as clearcut. All trees within the sale unit are eligible for harvest. The sale boundaries are well marked with *Red/White Stripped Flagging*.

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 1:00 PM CDT on Tuesday June 4, 2013 at which time they will be opened. The bid opening will be held at <u>Donna's in Burns, TN (Across from Dollar General Store)</u>. Buyers are welcome to attend the bid opening and join us for lunch. 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>12:00 NOON on June 4, 2013. (Afternoon 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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by June 18, 2013

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- This tract has very easy access and haul road/decking area will be constructed at landowner's expense.
- The tract is relatively flat and all timber can be skidded to the same decking area.

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

Goodall Inc Builders Timber Sale Volume Summary 48.38 +/- acres (clearcut)

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

Control of the contro				
Species	# of Trees	Bdft Volume	Average/Tree	
Yellow poplar	425	97,067	228	
Red oak	119	25,519	214	
Hickory	79	7,693	97	
Black walnut	40	3,404	85	
Black cherry	84	3,676	44	
Sycamore	44	15,566	354	
Ash	114	16,807	147	
White oak	30	9,402	313	
Hard maple	25	4,330	173	
Chinkapin oak	35	3,411	97	
Mixed Hardwoods	202	14,378	71	
Total	1197	201,254	172	

Red Cedar	380 tons
Hardwood Pulp/topwood	1106 Tons

Notes:

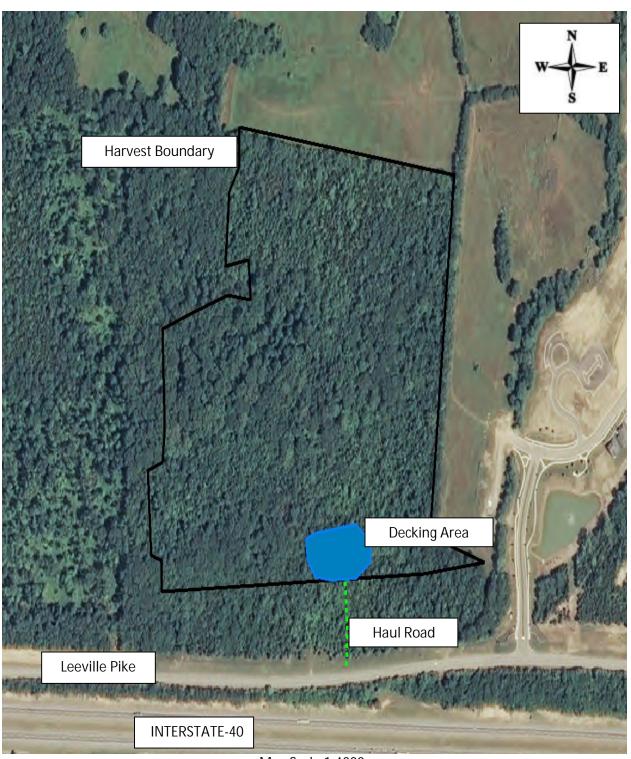
^{*} Mixed Hardwoods Includes: Hackberry, Sassafras, Black gum, and Elm

^{*} 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. This Agreement shall be in full force and effect until <u>December 31, 2013.</u> Development projects will begin then and extensions may be granted in the event the operation is not finished. Seller's agent will monitor progress and work with the successful buyer on which areas of the tract the development operation will begin. Areas of the tract may need to be cut first to have the extension implemented if needed.
- 3. The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
- 4. 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.
- 5. 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. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues.
- 6. 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.
- 7. All trees within the sale unit are eligible for harvest. 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.
- 8. All merchantable trees (6 inch dbh+) within the harvest unit must be felled and any product found may be removed at the option of the buyer.
- 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.

Goodall Inc. Builders Timber Sale Map Wilson County, TN 49.38 +/- Acre Sale Unit



Map Scale 1:4000

ARBOR SPRINGS FORESTRY 333 Beechwood Drive Burns, Tennessee 37029 615-498-8700 (cell) 615-375-8962 (fax)

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BID OFFER

For

GOODALL INC. BUILDERS 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 Goodall Inc. Builders, in Wilson 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.)