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February 25, 2014

## Lael Timber Sale Notice

*Bid Opening: Friday March 21, 2014 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

John and Christina Lael has authorized Arbor Springs Forestry to serve as their agent in the sale of said hardwood timber located on their property near Pleasant View in Cheatham County, TN. The property is identified as Control Map 020 Parcel 002.28.

### General Description of Sale:

This is a marked sale of quality hardwood sawtimber and pulpwood on a tract consisting of 20.02 acres. The actual sale unit includes 20.02 acres of "blue marked" timber which contains 61,617 bdf of hardwood timber, and 205 tons of hardwood pulp/topwood. All hardwood sawtimber trees average 258 bdf/tree. There are 2 White oak trees with an estimated 452 bdf of potential Veneer and 11 White oak trees with an estimated 1,395 bdf of potential Stave. The estimated Veneer/Stave is pulled out of the total volumes for each species. Potential veneer trees are marked with a "V". Yellow poplar makes up 39% of the total volume, followed by Red oak (30%). An access haul road will need to be constructed to remove the timber from Hicks Edgen Rd. This is a fairly simple access road design. The landowners would like a permanent tile put in on the drainage. The log deck will be required to be on the ridge across the drainage. (See attached Sale Map for access road and log deck location).

### Location:

The sale unit is located within the City Limits of Pleasant View just off of I-24 (Exit 24). From I-24 take exit 24 and travel south on HWY 49 for approximately 0.3 miles. Turn left onto TN-112/US 41A and travel 0.9 miles. Turn right onto Hicks Edgen Rd. and travel approximately 1 mile and the tract will be on your left. There is a wide spot on the northeast corner of the property to park and walk the timber. The timber is on both sides of the dry drainage going through the tract. The proposed haul road is located at the northwest corner of the property.

### Sale Description:

The sale includes the area as shown on the attached map. There are 20.02 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. Property lines are well marked with FORD BLUE PAINT.

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 Friday March 21, 2014 at which time they will be opened. The bid opening will be held at Donna's Place in Burns, TN (HWY 96/Church Street Intersection). 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 March 21, 2014. (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 \$1,500.00. This will be due at contract signing.

PAYMENT: 100 % of payment for said timber is due at contract signing by April 4, 2014.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- 107 individual pulpwood trees marked with a "dot". 12 cull trees marked with an "X"
- The proposed haul road as shown on the map must be approved in advance by seller and or seller's agent. A permanent tile will be used on this road at the expense of the purchaser.

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

Lael Timber Sale  
Volume Summary  
20.02 +/- acres

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	58	23,770	410
Red Oak	63	18,790	298
Mixed Hardwoods	64	7,252	113
White oak	20	5,866	293
Hickory	17	3,779	222
Black walnut	6	942	157
Hard Maple	5	552	110
Ash	3	378	126
Black cherry	3	288	96
<b>Total</b>	<b>239</b>	<b>61,617</b>	<b>258</b>

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White Oak Veneer	2	452	226
White oak Stave (3 Clear)	9	1,395	155
<b>Total</b>	<b>11</b>	<b>1,847</b>	<b>168</b>

Hardwood Pulp/topwood	205 Tons
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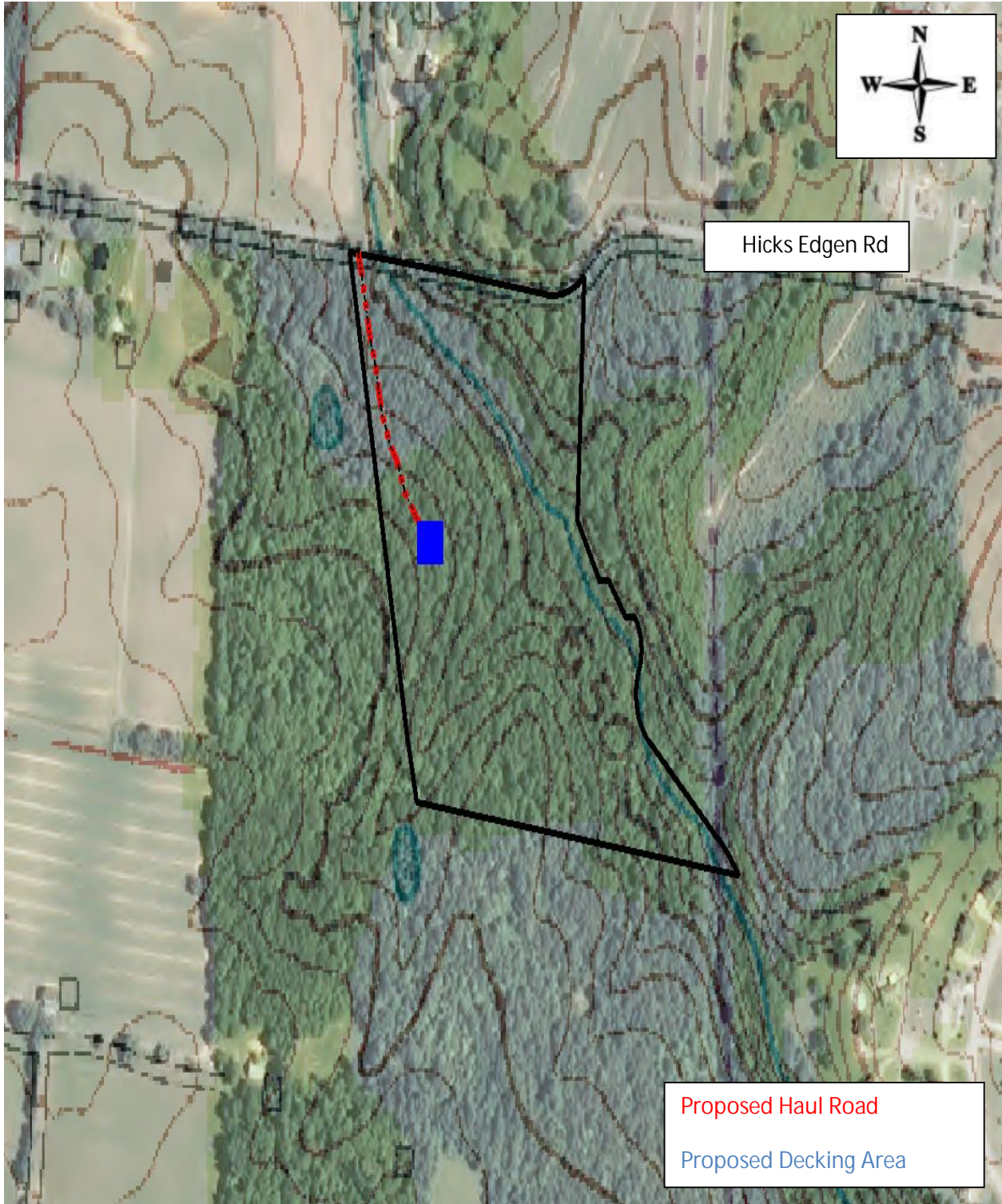
Notes:

- \* Veneer/Stave Volumes are out of the total volumes/specie
- \* 107 individual pulpwood trees marked with a "dot". 12 cull trees marked with an "X"
- \* Mixed Hardwoods Includes: Beech & Black Gum
- \* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.

## TERMS AND CONDITIONS OF SALE

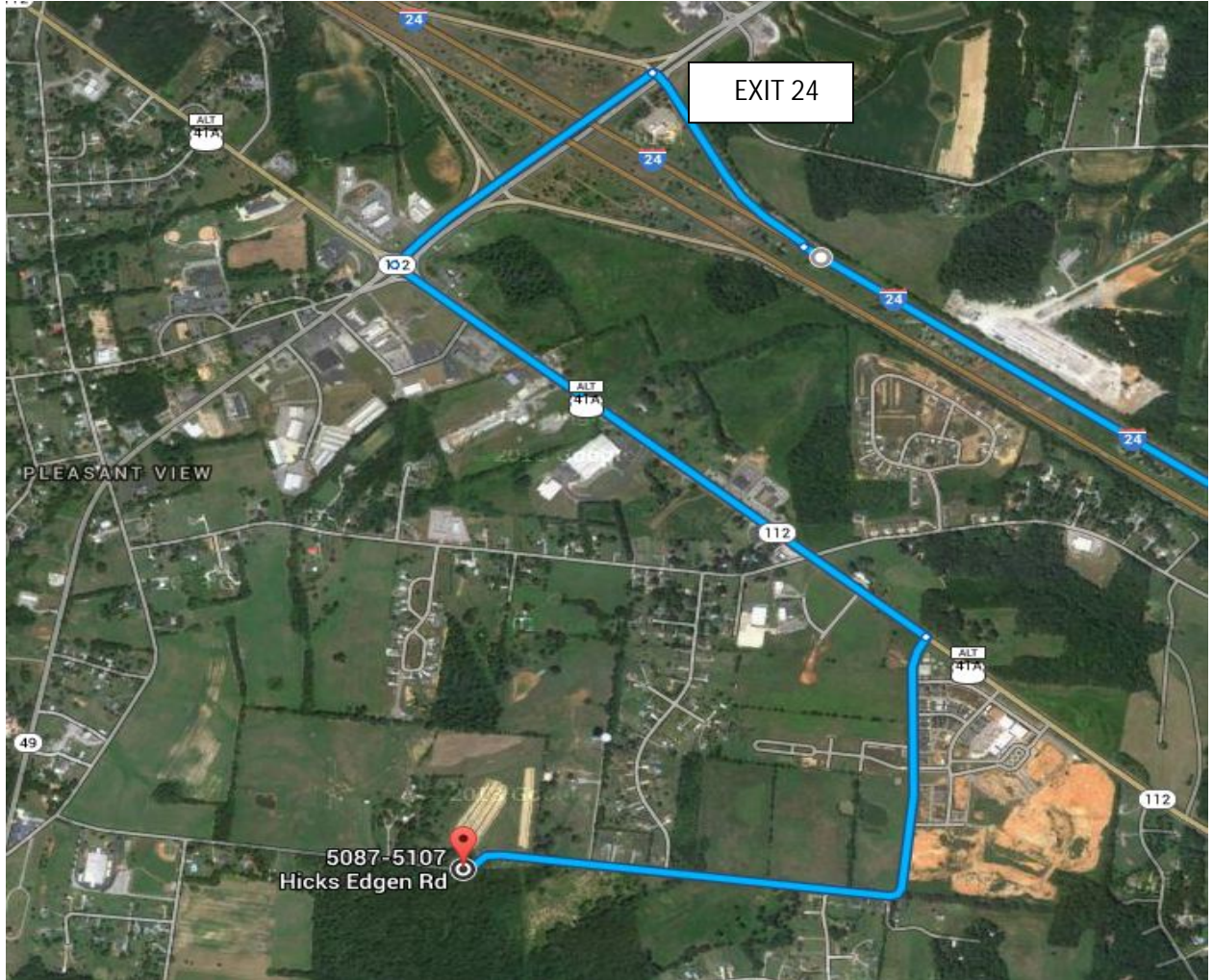
1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of \$1,500.00.
3. This Agreement shall be in full force and effect for a period of 12 months (1 year). Should restoration 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.. 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.

Lael Timber Sale Map  
Cheatham County, TN  
20.02 +/- Acre Sale Unit



Map Scale 1:4000  
(Map Scale may not be accurate due to file conversion)

LAEL LOCATION MAP





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## BID OFFER

For

### LAEL 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 John and Christina Lael, in Cheatham 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.)