



Forest Managers & Consultants, Inc.
Forest Appraisals, Management, and Sales

Elton R. Coley, MAI, AI-GRS, RF
1229 Highway 72 East
Tuscumbia, AL 35674-4565

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Bodie Tracts 1 & 2 Timber Sale

BID OPENING – Tuesday, April 24, 2018 – 2:00 P.M.

We invite you to bid on two adjoining tracts of mixed pine and hardwood timber. Your bid will be for all merchantable pine and hardwood timber as shown on the attached maps and described in the sale prospectus. The tracts are located approximately two miles south of Highway 24 along the west side of County Road 36 in Franklin County, Alabama.

Our timber inventory on **Tract 1** indicates 43 tons of pulpwood and 13 tons of sawtimber per acre. The topography, road access, and soil conditions should make this a good wet weather harvest site.

Our timber inventory on **Tract 2** indicates 27 tons of pulpwood and 7 tons of sawtimber per acre. The topography, road access, and soil conditions should make this a good wet weather harvest site.

Maps of the tracts, our estimate of timber volumes, contract provisions to be included in the Timber Sale Agreement by which the timber will be conveyed, and a bid form are enclosed. The Sellers reserve the right to reject any and all bids and to waive any defect in any bid. Sellers make no warranty or guarantee, expressed or implied, as to the quality, quantity, or kind of timber on these tracts.

We will be pleased to show this timber to any prospective bidder who requests our assistance. Sealed bids for the lump sum sale will be accepted by Forest Managers & Consultants, Inc. until **2:00 P.M. Tuesday, April 24, 2018** at our office at **1229 Highway 72 East, Tuscumbia, Alabama** at which time and place they will be opened. Bids sealed and marked "**Bodie Tracts 1 and 2 Timber Sale**" on the envelope, questions, or requests should be directed to us at the address above. Faxed and e-mailed bids will be sealed upon receipt and opened with all others.

Sincerely,

Elton R. Coley, MAI, AI-GRS, RF

CONTRACT PROVISIONS FOR TIMBER SALE AGREEMENT

Bodie Tracts 1 & 2 Timber Sale

BID OPENING – Tuesday, April 24, 2018 – 2:00 P.M.

This sale will be for all merchantable pine and hardwood timber as shown on the attached maps. The land on which the timber to be sold is described as:

Tract 1 – Judy Bodie – The SE $\frac{1}{4}$ and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 17, T7S, R12W, containing a total of 240± acres located in Franklin County, Alabama

Tract 2 – Brandon Bodie – The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, T7S, R12W, containing a total of 120± acres located in Franklin County, Alabama

The tracts are shown on the maps included in this bid prospectus. Boundary lines shown on the maps are deemed to be accurate, but actual locations may differ.

SELLERS make no warranty or representations concerning the condition of the premises covered by this contract or the quality, quantity, or kind of timber conveyed. BUYER assumes all risk of, and shall save SELLERS harmless from: (1) all liability resulting from or in any way connected with BUYER'S operation under this contract; (2) all liability resulting from the condition of the premises or the use of the premises by BUYER, his or her agents, servants, or employees; (3) damage sustained by BUYER'S agents, servants, employees, licensees, and invitees while traveling to and from the premises covered by this contract; (4) all liability under the Clean Water Act, and all other federal, state, and local environmental rules and regulations for activities by BUYER in his operations under this contract, including obtaining and complying with conditions of any required permits.

BUYER agrees to repair immediately any damages to fences or other improvements and to remove immediately any tops or other logging debris falling into any existing field, road, pond, or stream. Forest Managers & Consultants, Inc. will be given three days notice prior to beginning harvesting. Any damage to roads, ditches, bridges, fields, pastures, fences, planted pines, crops, ponds, or streams due to the activities of or attributable to BUYER, shall be evaluated by Forest Managers & Consultants, Inc. and paid for by the BUYER. BUYER agrees to remove any cans, bottles, papers, or other garbage generated during his operations hereunder on a daily basis. All existing roads will be left in as

good a condition after the harvest is complete as prior to harvesting. BUYER also agrees to abide by *Alabama Best Management Practices* (BMPs) while harvesting this timber.

BUYER shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract. Ingress and egress over SELLERS' land is guaranteed by SELLERS. All agreements, covenants, duties, rights, privileges, and powers contained in the Timber Sale Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, and assigns of the SELLERS and the successors and assigns of the BUYER.

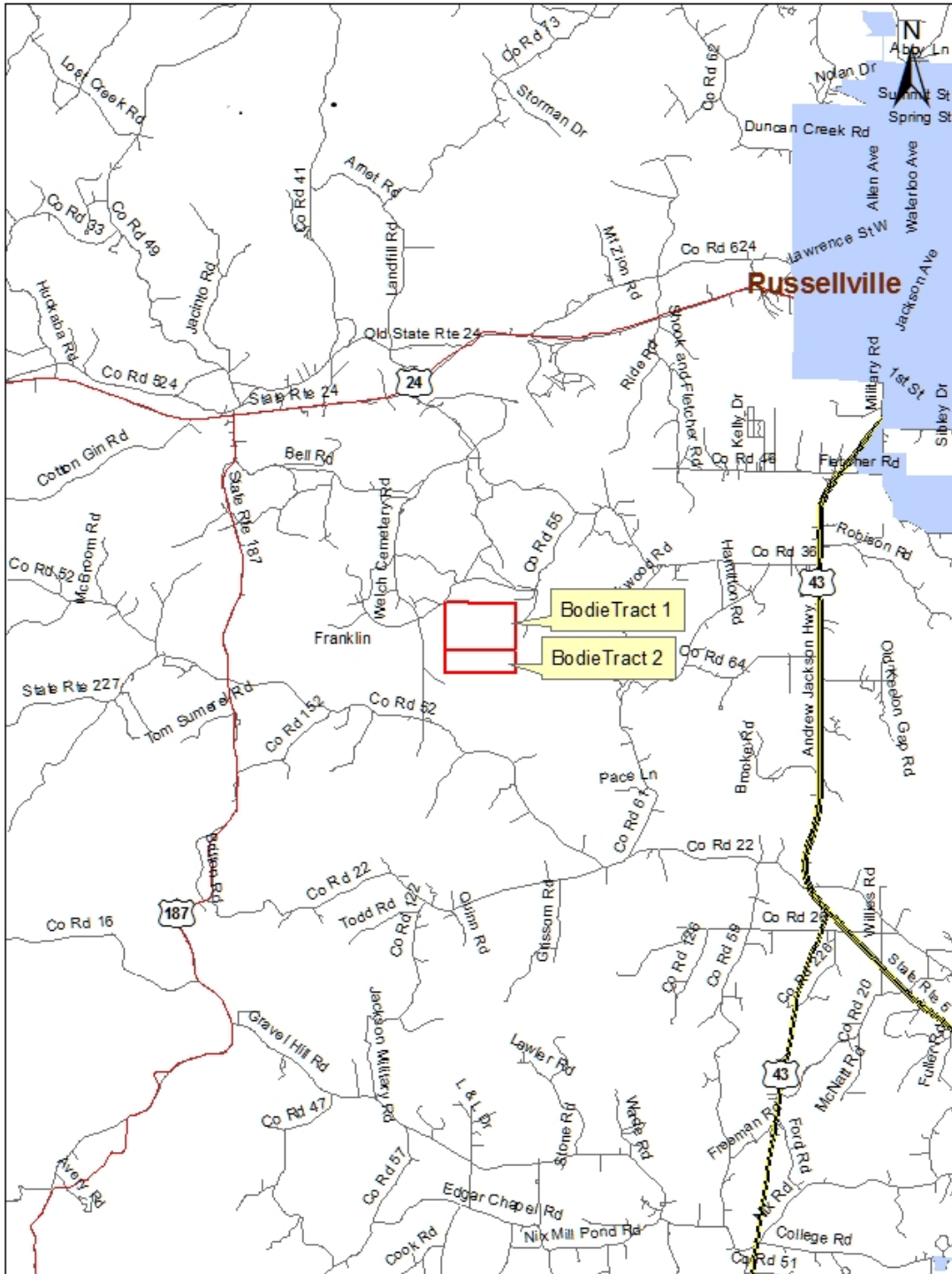
BUYER will deposit into the escrow account of Forest Managers & Consultants, Inc. **\$2,500** as a performance bond when the contract is signed on each tract. This deposit shall only be used in the event that BUYER does not comply with the contract provisions and expenses are incurred by the SELLERS to correct damages. Any unused portion of the deposit shall be returned to BUYER either upon completion of the harvest or expiration of the Timber Sale Agreement.

All operations covered by the agreement may be suspended by written notice from Forest Managers & Consultants, Inc. without liability to the SELLERS if the BUYER fails, in the judgment of Forest Managers & Consultants, Inc., to comply with any or all of the conditions of this agreement. This suspension will remain in effect until the violation is corrected.

BUYER agrees to remove the timber herein conveyed, or that portion of the timber which he desires to remove, by **December 31, 2019**. The expiration date of this contract shall be **December 31, 2019** or completion of logging operations, whichever occurs first. Title to all timber not removed by BUYER prior to the expiration of this contract shall immediately revert to the SELLERS.

BUYER shall comply with the Worker's Compensation Act of the State of Alabama and shall furnish upon request unto the SELLERS evidence of BUYER'S compliance and shall carry full and adequate Worker's Compensation and Employer's Liability Insurance on all of BUYER'S workers and furnish evidence thereof to the SELLERS. BUYER shall maintain continuously during the term hereof Comprehensive General Liability Insurance for personal injury and property damage, with combined limits of not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate and Automobile Liability Insurance for bodily injury and property damage with a combined single limit of not less than \$1,000,000. Judy Bodie and Brandon Bodie must be listed as additional insured; their address is 4606 Kingswood Drive S, Mobile, Alabama 36608.

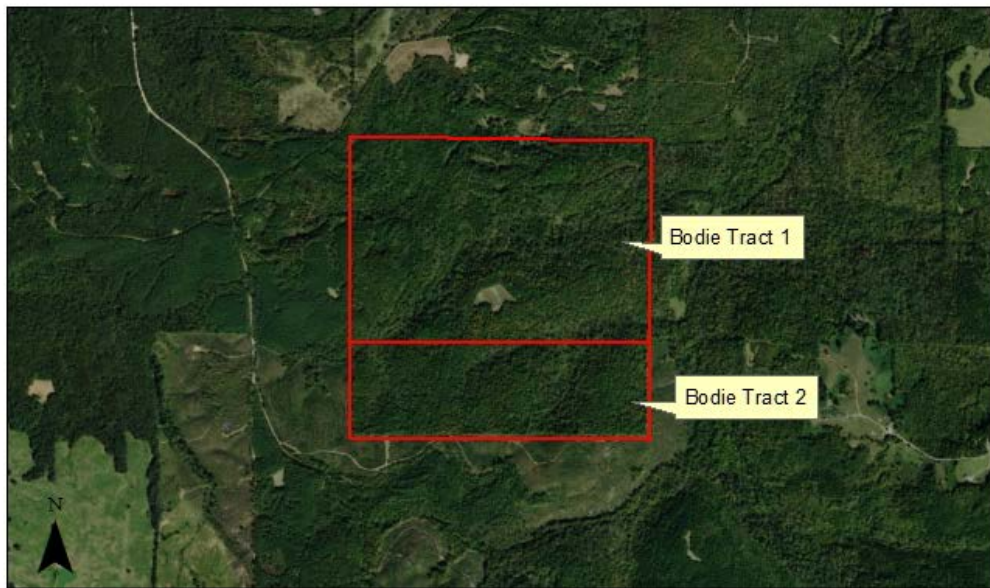
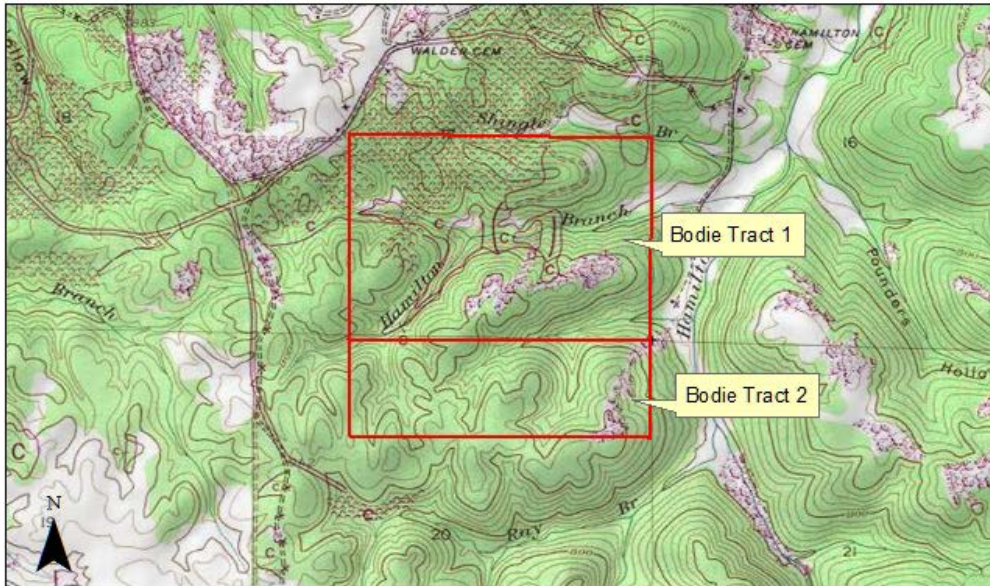
BODIE TIMBER SALE
Tracts 1 & 2
Franklin County, Alabama



Bodie Timber Sale
Franklin County, Alabama

1:100,000

Bodie Timber Sale
Tract 1 - Section 17, T7S, R12W
Tract 2 - Section 20, T7S, R12W
Franklin County, Alabama



Estimated Timber Volumes
TRACT 1

4,589 Tons Hardwood Pulpwood
 3,258 Tons Pine Pulpwood
 1,734 Tons Pine Chip-N-Saw
 1,101 Tons Pine Sawtimber

Hardwood Sawtimber

795 Tons Oak
 535 Tons Poplar
 497 Tons Mixed Wood

Estimated Timber Volumes
TRACT 2

2,788 Tons Hardwood Pulpwood
 297 Tons Pine Pulpwood
 115 Tons Pine Chip-N-Saw

Hardwood Sawtimber

546 Tons Oak
 117 Tons Poplar
 195 Tons Mixed Wood

Map from Isbell, AL Quadrangle

BID FORM

Bodie Tracts 1 & 2 Timber Sale
BID OPENING – Tuesday, April 24, 2018 – 2:00 P.M.

Elton R. Coley, MAI, AI-GRS, RF
Forest Managers & Consultants, Inc.
1229 Highway 72 East
Tuscumbia, AL 35674-4565

Dear Mr. Coley:

We hereby submit to you, as agent for the owners, our bid for all merchantable pine and hardwood timber as shown on the attached maps and described in the sale prospectus. The land on which the timber to be sold is described as:

Tract 1 – Judy Bodie – The SE ¼ and the E ½ of the SW ¼ of Section 17, T7S, R12W, containing a total of 240± acres located in Franklin County, Alabama

Tract 2 – Brandon Bodie – The N ½ of the NE ¼ and the NE ¼ of the NW ¼ of Section 20, T7S, R12W, containing a total of 120± acres located in Franklin County, Alabama

Tract 1 – 223± Timbered Acres _____ (**\$** _____)

Tract 2 – 120± Timbered Acres _____ (**\$** _____)

We understand and agree that the timber will be conveyed on a lump sum basis by a **Timber Sale Agreement**, containing among others, the paragraphs made a part of your prospectus of the sale. A copy of the Timber Sale Agreement is available for your review by calling our office. We also understand that the Sellers reserve the right to reject any or all bids and to waive any defect in any bid. Neither the Sellers nor Forest Managers & Consultants, Inc. makes any warranty or guarantee, expressed or implied, as to the quality, quantity, or kind of timber on this tract. Each bid shall be considered a binding offer to purchase. Any offer/bid accepted by the Sellers shall be binding on the Sellers and the successful Bidder, and the heirs, assigns, and successors of each of them. Closing will occur within 30 days from awarding the sale to the successful bidder.

BIDDER INFORMATION

Name: _____

Company: _____

Address: _____

Telephone: _____

Cell

Office

Fax

Forest Managers & Consultants, Inc.	Phone: 256-383-8901
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