



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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March 19, 2018

We invite you to bid on a very good tract 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 tract is located near the Belgreen Community, approximately two miles south of Highway 24 in Franklin County, Alabama. State Highway 187 forms the western boundary and County Road 52 provides additional access along the north side of the property.

Our timber inventory indicates 30 tons of pulpwood and 34 tons of sawtimber per acre. Over 80% of the hardwood sawtimber is oak. The excellent road access and soil conditions should make this a good wet weather harvest site.

Maps of the tract, 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 this tract.

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 17, 2018** at our office at **1229 Highway 72 East, Tuscumbia, Alabama** at which time and place they will be opened. Bids sealed and marked "**Malone 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

Malone Timber Sale

BID OPENING – Tuesday – April 17, 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:

All that part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ and all that part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying East of the Belgreen and Hamilton Road in Section 23, T7S, R13W

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, T7S, R13W all in Franklin County, Alabama as shown on the attached topographic map and aerial photograph

The tract is 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.

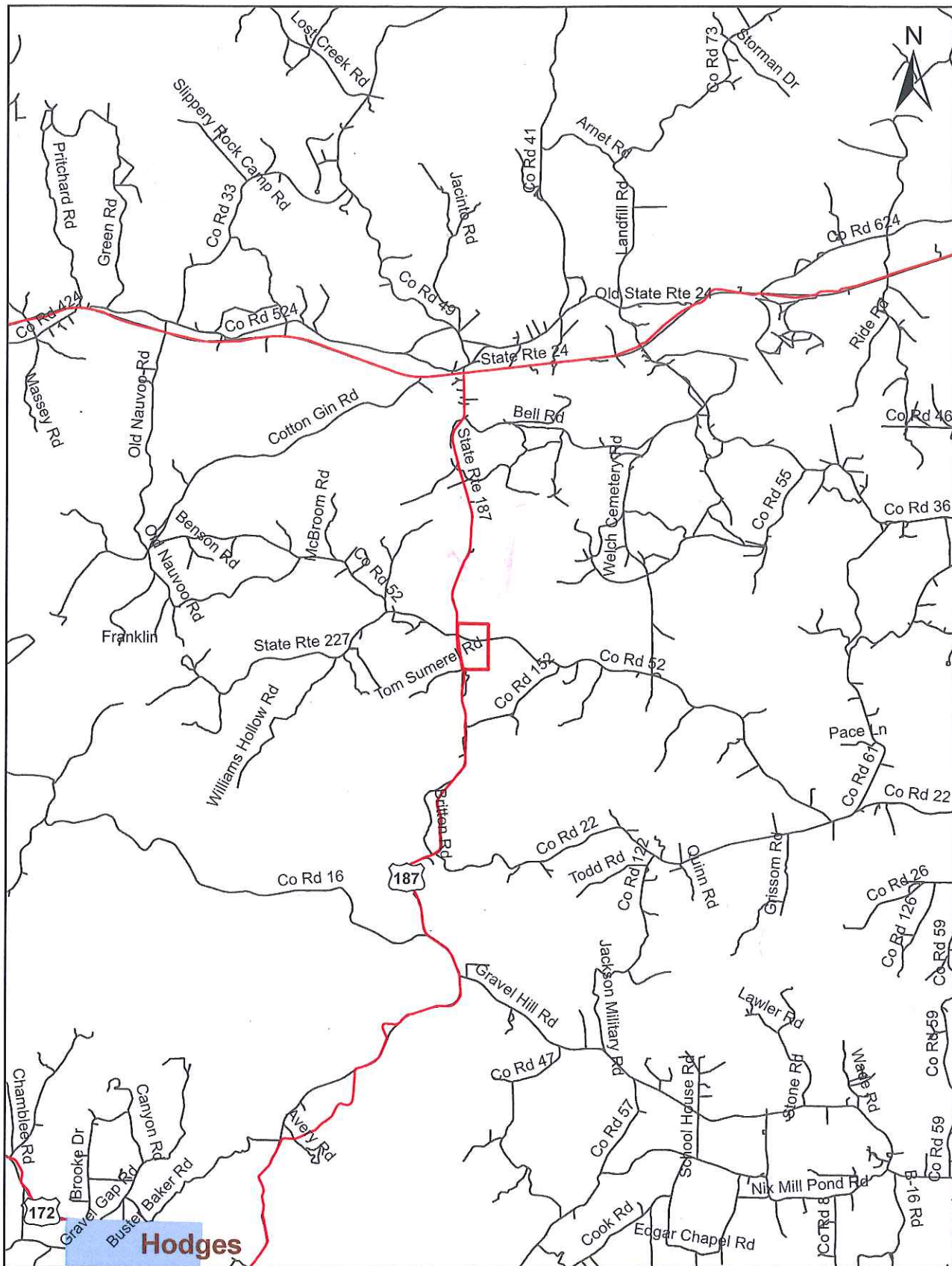
BUYER will deposit into the escrow account of Forest Managers & Consultants, Inc. **\$2,500** as a performance bond when the contract is signed. This deposit shall only be used in the event that BUYER does not comply with the contract provisions and expenses are incurred by the SELLERS to correct damages. 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 **October 17, 2019**. The expiration date of this contract shall be **October 17, 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 Malone and Karen Belk must be listed as additional insured; the address is 207 Hemlock Street NW, Russellville, AL 35653.

GENERAL LOCATION MAP

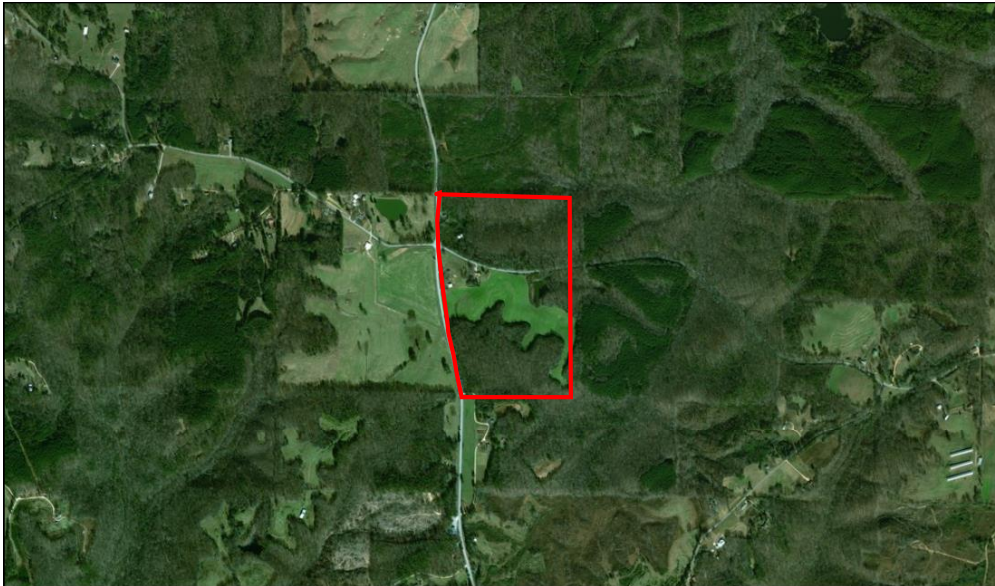
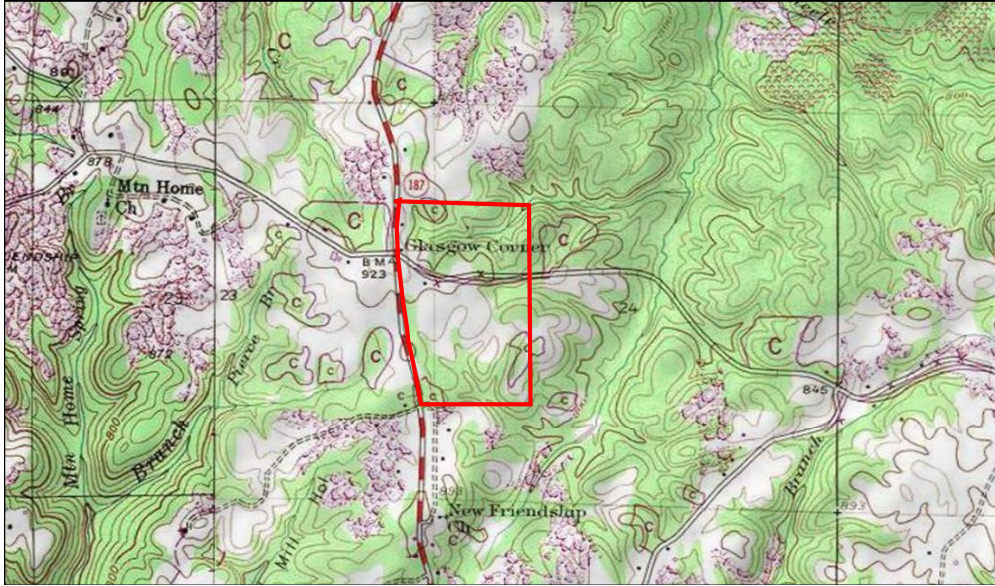


Sections 23 & 24, T7S, R13W
Franklin County, Alabama

1:100,000

MALONE TIMBER SALE

62± Timbered Acres
Sections 23 & 24, T7S, R13W
Franklin County, Alabama



Estimated Timber Volumes

1,700 Tons Hardwood Pulpwood
100 Tons Pine Pulpwood
30 Tons Pine Chip-N-Saw

Hardwood Sawtimber

1,595 Tons Oak
405 Tons Mixed Wood
125 Tons Pine Sawtimber

Map from Isbell, AL Quadrangle

BID FORM

Malone Timber Sale

BID OPENING – Tuesday – April 17, 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:

All that part of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ and all that part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying East of the Belgreen and Hamilton Road in Section 23, T7S, R13W

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, T7S, R13W all in Franklin County, Alabama as shown on the attached topographic map and aerial photograph.

62± 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 _____

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