



333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-1370 (office/fax)
jonathan@arborspringsforestry.com

October 26, 2015

Maloney Timber Sale Notice

Bid Opening: Friday November 13, 2015 at 10:00 AM CDT

Attn: Buyers of Standing Timber,

Mr. Robert Maloney has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near McEwen in Humphreys County, TN. The property is identified by Control Map 036 Parcel 012.00 in the Humphreys Co. Assessor of Property office.

General Description of Sale:

This is a marked sale of hardwood sawtimber and pulpwood on a +/- 64 acre tract. The sale unit includes +/- 33.5 acres. The sale unit is shown on the attached sale map as "blue"; other timber on the property is comprised of old field area and has no marked timber. All eligible trees are marked with BLUE paint at DBH and below stump level. There is an estimated 132,880 bdf (Doyle Rule) of hardwood sawtimber (3,966 bdf/acre) and 790 tons of hardwood pulp/topwood. The hardwood sawtimber tree average is 185 bdf/tree. Yellow poplar makes up 43% of the total volume, followed by White oak (19%), and Red oak (18%). There are 12 White oak butt logs that show potential VENEER characteristics and 55 White oak butt logs that show potential STAVE characteristics (See Volume Summary). All sale and/or property boundaries are flagged with PINK FLAGGING.

Access to the tract is at 300 Smith Rd., McEwen, TN. There is a paved driveway leading to the home site. No trucks will be allowed on the pavement. Proposed haul road options are shown on the attached map. This road will need to be smoothed and seeded after operation is complete.

Location:

The tract is located at 300 Smith Rd., McEwen, TN 37101. (GPS will take you to tract) Access from McEwen (HWY 70): Travel north on HWY 231 for approximately 1.2 miles. Turn left onto Old Stage Rd. and travel 0.9 miles to Curtis Chapel Rd. Travel approximately 1.2 miles and make a slight right and travel 0.5 miles to Smith Rd. Turn left on Smith Rd. and the access driveway to view timber will be on the left at 0.2 miles. Travel past the home through the mowed field and the timber will be located on both sides of the back pasture behind the shop and dog pens. Proposed decking area is in the back pasture (see attached sale map).

Sale Description:

The sale unit is highlighted in BLUE on the attached map. There are +/- 33.5 acres of selectively marked timber. The timber was 100% tallied; therefore each tree to be harvested is marked with BLUE PAINT at

DBH and below stump level. Property/Sale boundaries are well marked with PINK FLAGGING. All trees marked with blue paint are to be felled. Any merchantable product found in the trees can be removed at the option of the buyer. The location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent. BMP's must be applied throughout the sale.

Bidders may look at the timber at their convenience. Please call if you wish to make an appointment to be personally shown the timber. If you view the timber please call Mr. Maloney or myself to let one of us know you are on the property. Mr. Maloney's phone number is 931-209-8026.

Terms of Sale:

BID OPENING: Sealed bids submitted on a lump sum basis only will be accepted until 10:00 AM CDT on Friday November 13, 2015 at which time they will be opened. The bid opening will be held at Jeanine's Café in Burns, TN (2102 HWY 96). Buyers submitting a bid are welcome to attend the bid opening and join us for breakfast. Bids may also be submitted by mail, fax, or email on the attached or similar Bid Offer Form, but must be received no later than 9:00 AM on November 13, 2015. (Morning of the bid). Please call if sending a fax to ensure it was received.

PERFORMANCE 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 due at contract signing.

PAYMENT: 100% of payment for said timber is due at contract signing by December 4, 2015.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- There are 93 individual pulp sized trees marked with a "dot" and 12 Cull trees marked with an "X".
- Logging debris must be removed from the open areas and pushed back into the edge of the woods.
- No hauling of logs or other equipment will be permitted on the paved driveway to the home. Access will be through the open field on either side of the home. The successful buyer will have the option.

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
615-498-8700

Maloney
Volume Summary
33.5 +/- acres
(Blue Marked Selective Harvest)

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

Species	# of Trees	Bdft Volume	Average/Tree
Yellow poplar	210	58,420	278
White oak	119	25,316	213
Red oak	131	22,893	175
Hickory	119	10,988	92
Sweet gum	33	5,591	169
Mixed Hardwoods	33	3,275	99
Ash	36	2,893	80
Hard maple	31	2,849	92
Black walnut	4	452	113
Black cherry	4	203	51
Total	720	132,880	185

Estimated Veneer/Stave Volumes from Butt logs

Species	# of Logs	Bdft Volume	Average/log
White oak Stave	55	7,964	145
White oak Veneer	12	1,829	152
Total	67	9,793	146

Hardwood Pulp/topwood	790 Tons
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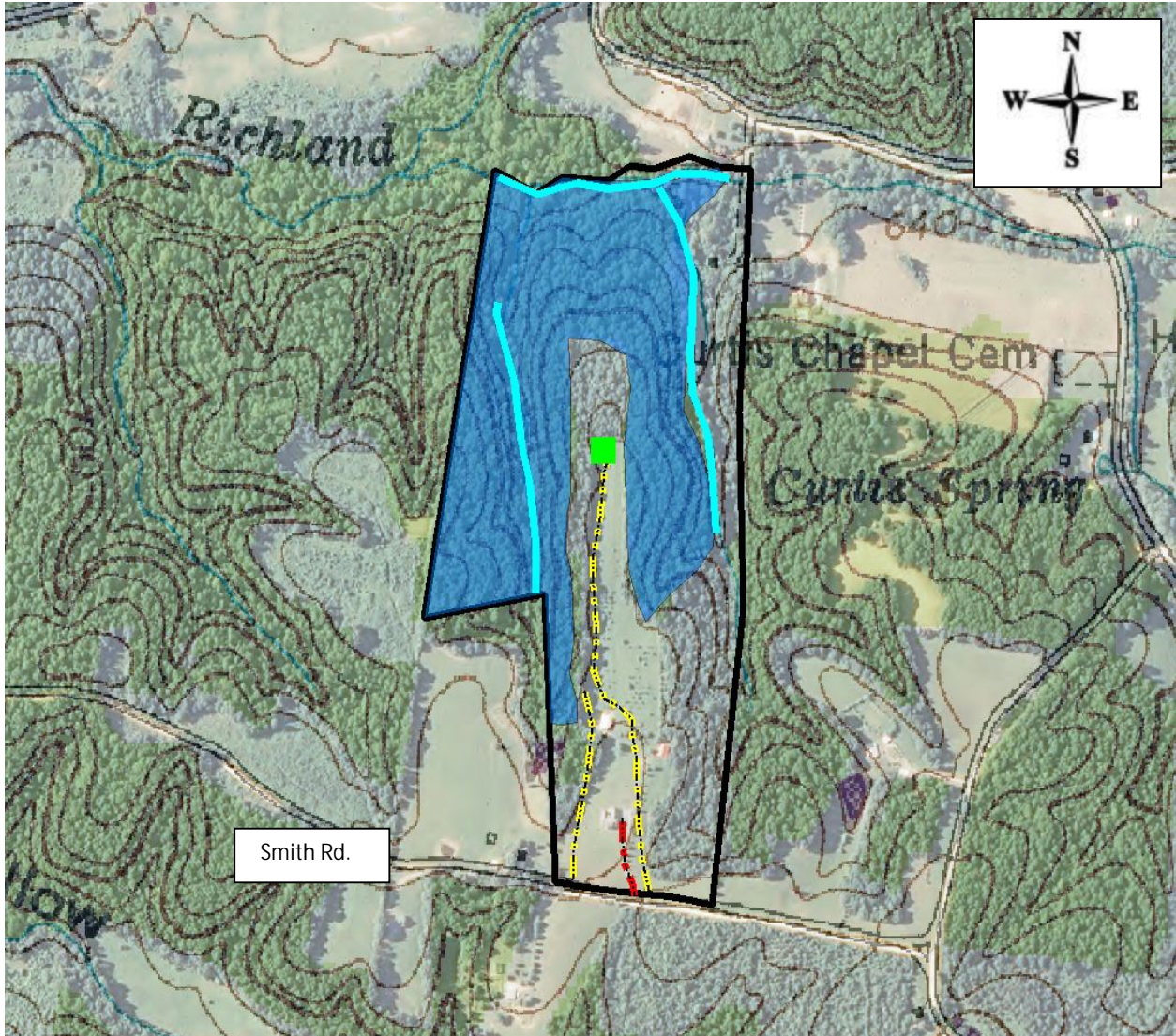
Notes:

- * Veneer/Stave Volumes are out of the total volumes/specie
- *93 individual pulpwood trees marked with a "dot". 12 cull trees marked with an "X"
- * Mixed Hardwoods Includes: Beech, Black gum, 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 \$1,500.00.
3. This Agreement shall be in full force and effect for a period of 1.0 years (12 months) from contract signing date. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser may be granted on request 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 follow Tennessee "Best Management Practices" to stabilize highly disturbed areas 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 be the responsibility of the Purchaser.
9. All BLUE marked trees within the sale unit boundaries must be felled unless it is to avoid a danger situation or the tree cannot be felled from the property line. Any merchantable product found can 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) and Worker's Compensation Insurance as required by law. 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.
14. Any damage to tree stands or hunting blinds within the sale unit is not the responsibility of the Purchaser. It is the Seller's responsibility to remove these items before the operation begins.

Maloney Timber Sale Map
Humphreys County, TN
33.5 +/- acres sale unit



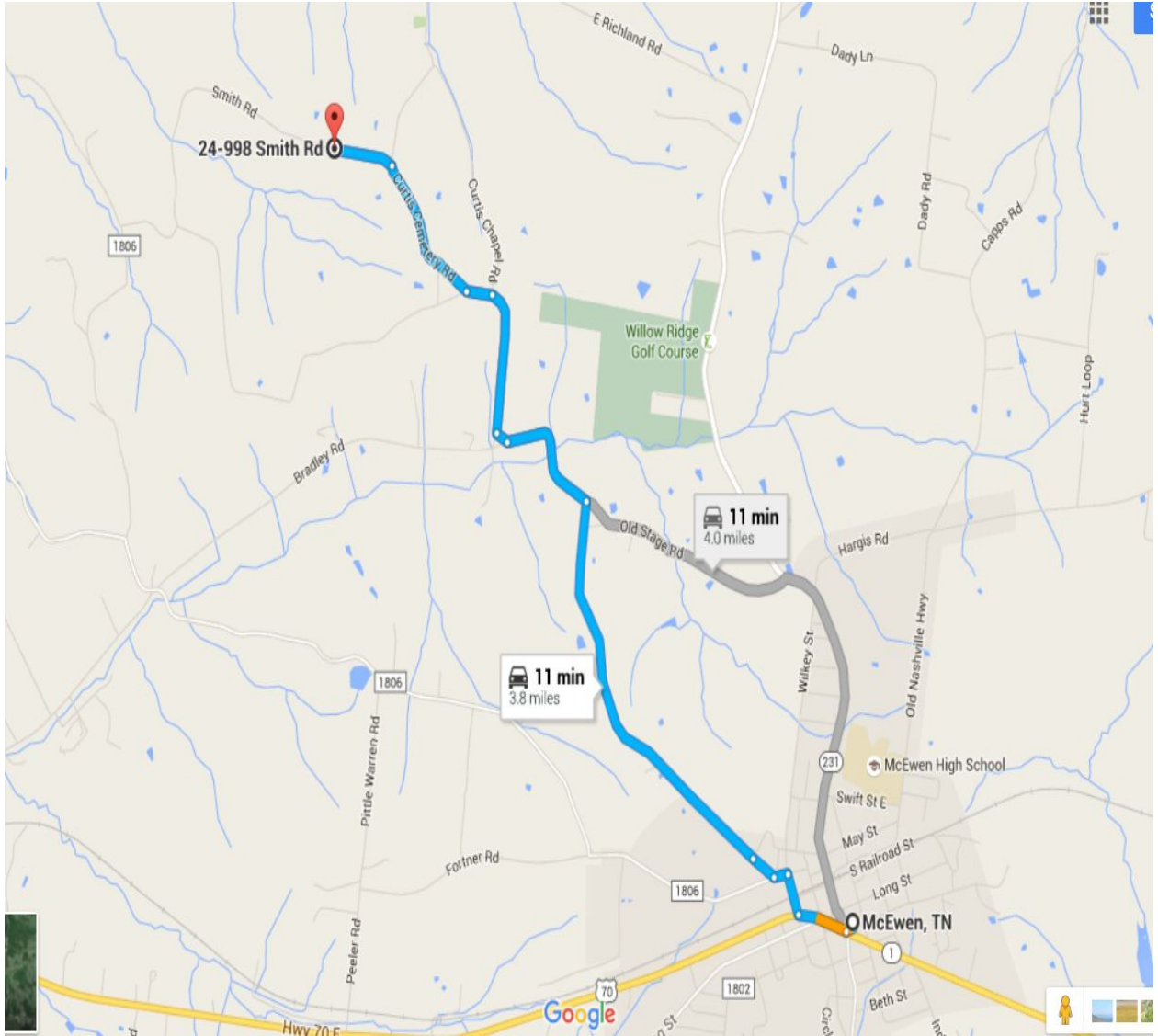
Smith Rd.

Sale Units (Blue Marked) +/- 33.5 ac
Proposed Haul Roads-----
SMZ Zone _____
Proposed Decking
DRIVEWAY-----No Trucks

Map Scale 1:5000

(Map scale may not be accurate due to file conversion)

LOCATION MAP





333 Beechwood Drive
Burns, Tennessee 37029
615-498-8700 (cell)
615-375-1370 (fax)

jonathan@arborspringsforestry.com

BID OFFER

For

MALONEY 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 Mr. Robert Maloney, in Dickson County, TN, within 21 days after notice of acceptance by the seller.

My bid for 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 in the timber sale notice.)