

March 6, 2018

## Denton Timber Sale

Bids to be opened Thursday March 29, 2018

### Attn.: Buyers of Standing Timber,

Mr. Brad Denton has authorized Tennessee Timber Consultants to serve as his agents in the sale of certain **pine and hardwood sawtimber and pulpwood** located on his property near Toone in Hardeman County, Tennessee. This is the same property recorded in the Hardeman County Courthouse in Deed Book Q11, Page 413, Control Map 040, Parcel 007.00 and Book J15, Page 867, Map 041, Parcel 024.01.

### General Description of the Sale

This is a hardwood and pine sawtimber and pulpwood clearcut sale on a tract totaling approximately 200.65 acres. The actual woodland sale area is estimated at **34 acres** containing approximately **155,365 Boardfeet of sawtimber and 987 tons of pulpwood**. This sale features 25% oak species and 68% pine. All trees average **123 bf/tree**.

This tract is located on upland with good access.

The Purchaser is **required** to carry General Liability and Workers' Compensation Insurance. Offers for this timber from anyone lacking these insurance requirements will not be considered.

### Location

From the junction of Highway 18 and Highway 100 east of Toone, follow Hwy 18 south for approximately 1.75 miles and turn left (east) on to Ebenezer Rd. Follow for approximately 4/10<sup>th</sup> of a mile.

**The combination to the lock on the gate is "3006."**

## **Sale Description**

The sale area includes the areas shown on the attached Denton Sale Map.

Within the clearcut totaling an estimated 34 acres and designated by pink flagging, all pine and hardwood trees 10 feet and taller are required to be felled.

**Disregard any and all orange paint throughout the sale areas.**

The location of all roads, primary skid trails and log decks must be approved in advance by the owners or their agents. **BMP's must be applied throughout the sale.** See Terms and Conditions for complete information.

## **Terms of the Sale**

**Sealed bids, submitted on a lump sum basis only, will be accepted until 11:00 A.M on March 29, 2018, at which time they will be opened.** The bid opening will be held at **Latham's Meat Company at 3517 Highway 45 North in Jackson.** Buyers are invited to attend the bid opening. Bids also may be submitted by mail, or fax (**call to be certain your fax was received**) on the attached or similar Bid Offer form, but **faxed offers must be received by us no later than 10:00 a.m. on the morning of the bid opening.** The Seller reserves the right to refuse any and all bids.

The Purchaser shall be required to make payment in full upon execution of the timber deed. The Purchaser shall provide the timber deed subject to the attached terms and conditions of the Seller, and assume all closing costs.

You are invited to inspect the tract at your convenience. Please feel free to contact me at 731-608-2933, if you have any questions relative to this sale.

Sincerely,

*Austin Carroll*

Austin Carroll

Tennessee Timber Consultants, Inc

## Denton Timber Sale Volume Summary

The following timber volume estimates are provided for informational purposes only. Neither the Seller, nor Tennessee Timber Consultants guarantees the accuracy of this information in whole or in part.

### Board Feet Volume Estimates

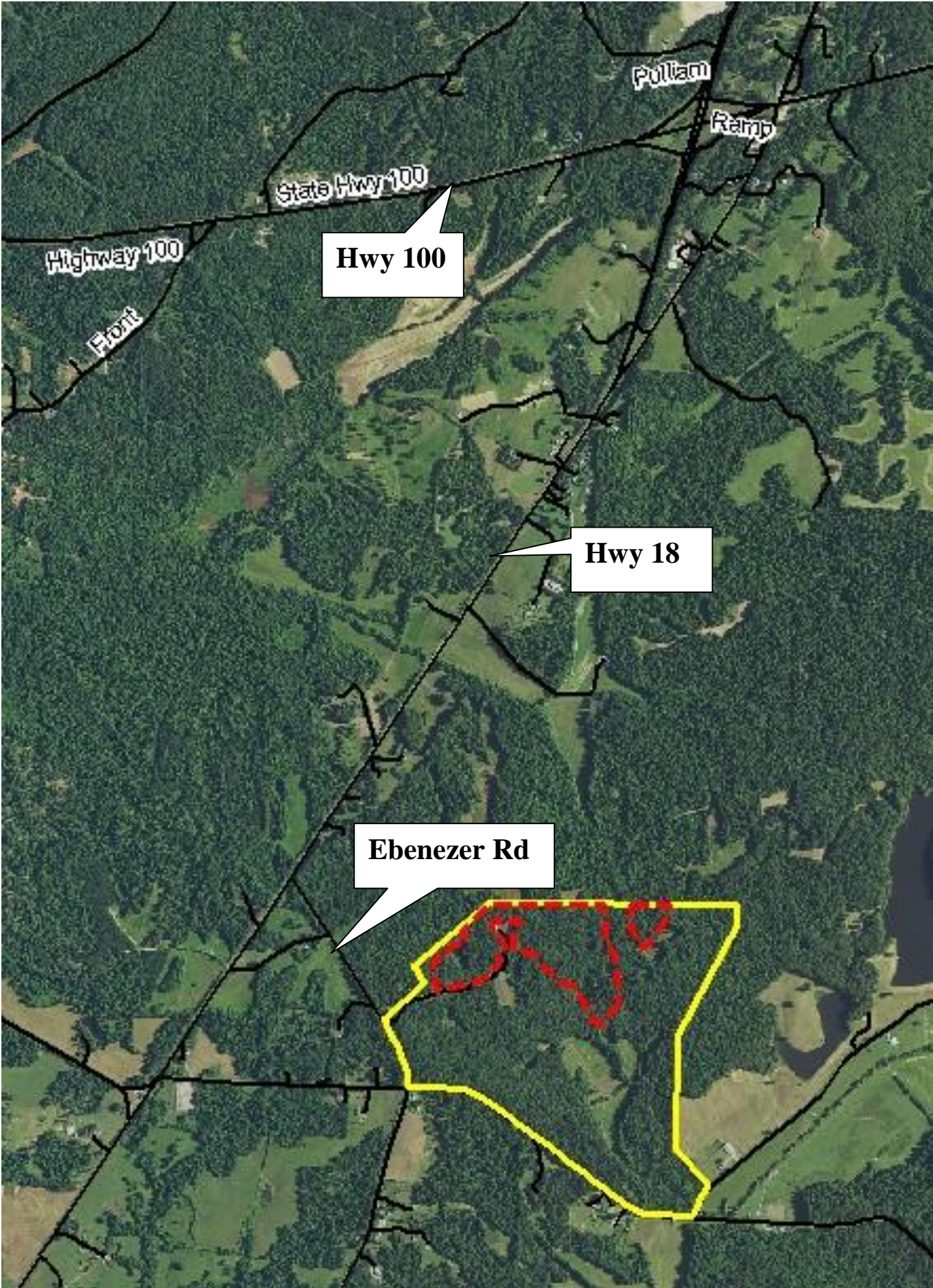
<b>Species</b>	<b>Trees</b>	<b>Volume (bf)*</b>	<b>Avg bf/tree</b>
Pine	902	106,093	118
Hickory	39	3,627	93
Post oak	10	798	80
Red oak	93	11,051	119
White oak	169	26,443	156
Mixedwood	55	7,353	134
<b>Total</b>	<b>1,268</b>	<b>155,365</b>	<b>123</b>

\*Doyle scale FC78 for all species except FC80 for pine

<b>Pulpwood</b>	<b>Tons</b>
Pine	752
Hardwood	235
<b>Total</b>	<b>987</b>

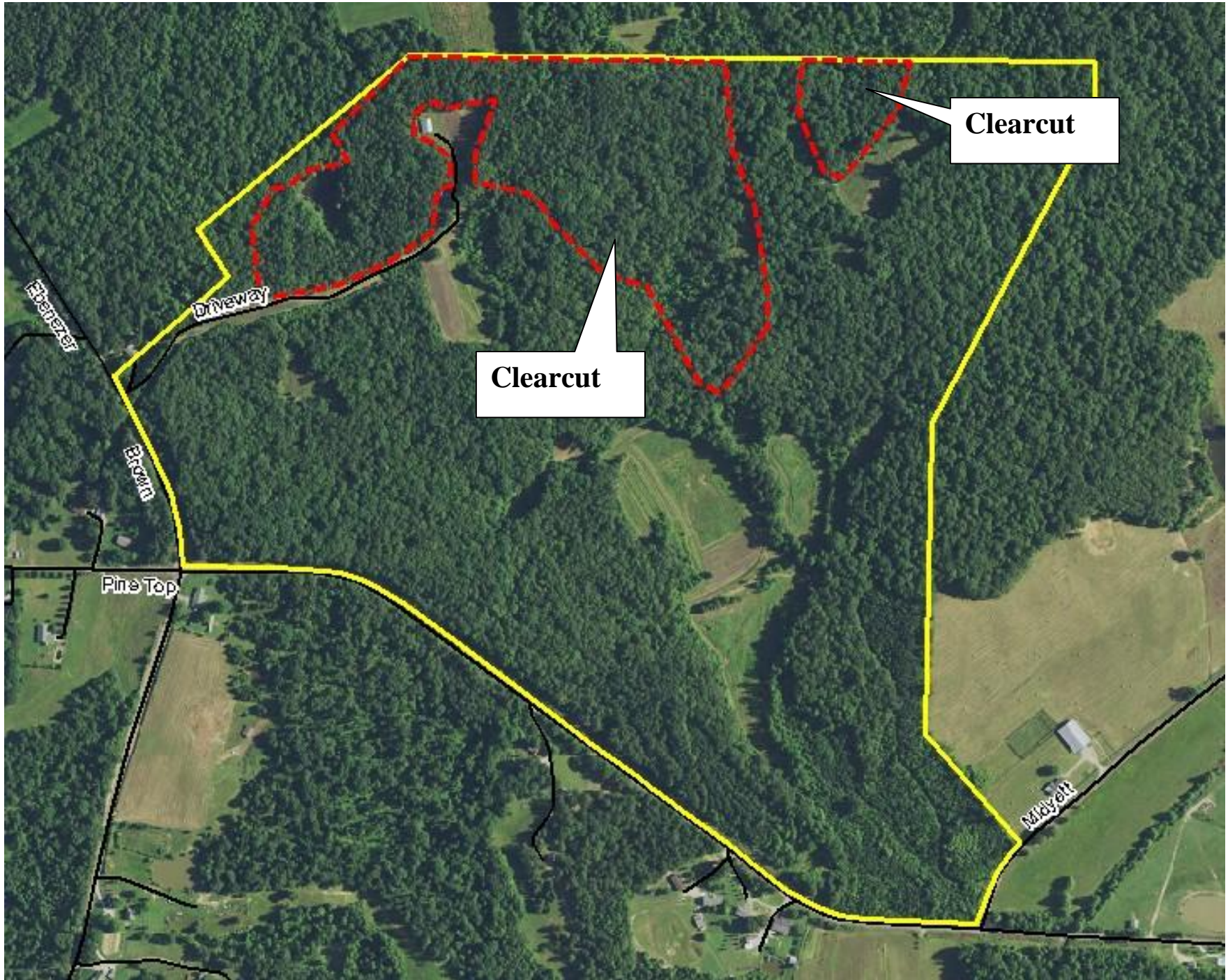


# Denton Tract Location Map



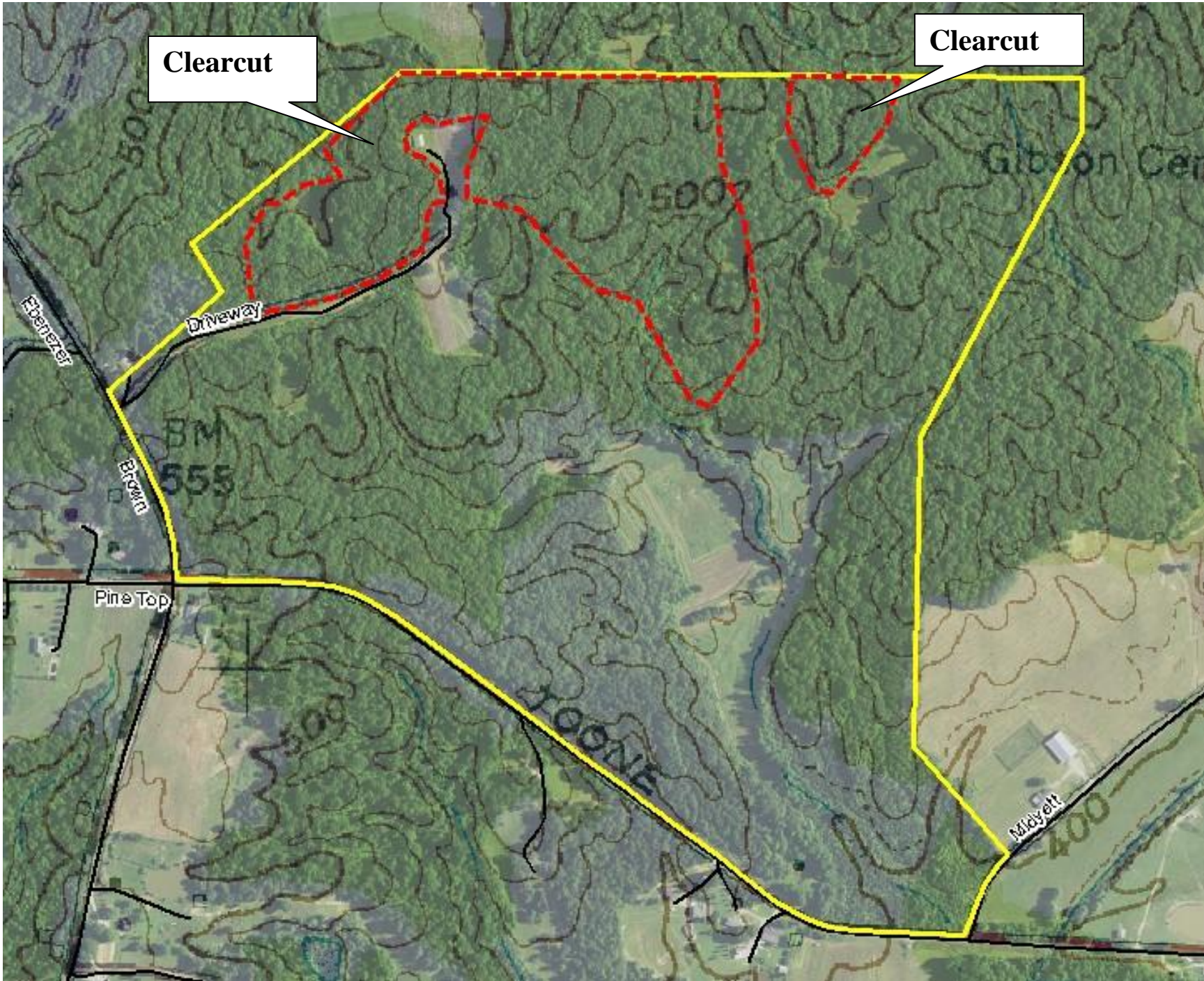


# Denton Sale Map





# Denton Topographic Map



## SALE TERMS and CONDITIONS

1. The Sellers guarantee title to the timber sold, and grants to the Purchaser the right of ingress and egress upon the land for the purpose of harvesting and removing cut and severed trees. Securing the right to use any access points or access roads not on the property of the Seller is the sole responsibility of the Purchaser. The location of roads, loading decks and access points on the property of the Seller shall be agreed to in advance of logging activities.
2. Purchaser will pay for the timber in full at the time the contract or timber deed is signed, and shall assume all closing costs associated with the purchase of the timber contained in this sale. Purchaser shall be required to place a 5% performance bond, not to exceed \$10,000, in the escrow account of the Seller's Agent Tennessee Timber Consultants. At the conclusion of logging operations this money or portions thereof not necessary to be used to bring the Purchaser into contractual compliance, shall be refunded provided the terms of this sale are met. In the event that the contractual terms are not upheld by the purchaser then this performance bond shall not be construed as being the final limit of the Purchasers liability to the Seller.
3. The Purchaser shall have until **September 30, 2019** to cut and remove the timber. Should adverse weather conditions preclude the removal of any or all timber prior to this date, this agreement shall be extended for any additional time, not to exceed six months, required by the Purchaser to cut and remove such timber. The Seller reserves the right to halt logging operations in the event that the logging operations are not being conducted in a manner consistent with the following terms and conditions. Any time lost due to a cessation of logging for contract non-compliance will count against the time stated in these Sale Terms and Conditions and no extension shall be granted in such event except said event shall be due to weather as stated above.
4. This timber sale is on the 200.65-acre property of Bradley Denton on Ebenezer Rd and Pine Top Rd in Hardeman County. Within the two clearcut areas totaling an estimated 34 acres and designated by pink flagging, all trees 10 feet tall and taller are required to be felled.
5. The Purchaser shall not assign or in any way transfer its rights, duties or obligations under this contract, or interest in this contract to a third party without the prior written consent of the Sellers. In such occurrence, the third party must agree in writing to and be bound by all of the Seller's original terms and conditions stated in this agreement as a condition of the transaction.
6. Purchaser will notify Tennessee Timber Consultants at least one week prior to the logging operation. The Purchaser and logging supervisor will meet on site with a representative agent of the company to review all contract provisions and requirements before harvesting begins. It is understood and agreed that the Seller's agent Tennessee Timber Consultants speaks with the Seller's authority under these terms regarding logging activities and contractual issues regarding logging activities.
7. Purchaser will remove tops and logging debris from roads, fields, streams, and the land of adjacent property owners immediately upon felling. Furthermore, the Purchaser shall take precautions, as needed so as not to allow its trucks or equipment to create ruts on the property during wet weather or in moist soil conditions. Purchaser will repair any damage to the existing gravel drive and will restore it to its original condition when logging is completed. Purchaser shall scatter back into the woods all logging debris including but not limited to tops, butt offs, shorts, abandoned logs, limbs and bark and smooth out loading areas, and subsequently disk in fescue or wildlife vegetation and fertilizer on all affected areas as needed.
8. All trash, including but not limited to bottles, cans, lunch boxes, bags, broken equipment, oil cans, fluid spills discarded by the loggers will be removed from the property of the Sellers when logging is completed. All clean up operations must be completed and all equipment removed from the property of the Seller within thirty days of completion of logging activities except in such case as other arrangements have been made with and agreed to in writing by the Seller or their agents Tennessee Timber Consultants.

## SALE TERMS and CONDITIONS

9. Purchaser shall be responsible for monitoring that all applicable state and federal laws and regulations regarding environmental issues are complied with relating to logging activities. Furthermore, the Purchaser shall take all actions required by State of Tennessee water quality best management practices (BMP's) to prevent and mitigate any environmental damage, and take such reasonable actions which may be requested by the Sellers or their agent, Tennessee Timber Consultants.
10. Purchaser shall maintain in effect, general liability insurance coverage at a minimum rate of one million dollars per occurrence to cover any and all claims by Seller or others subject to the fulfillment and/or compliance with the terms and conditions of this agreement. This insurance coverage shall not be construed as being the final limit of the Purchasers liability to the Seller.
11. Purchaser shall indemnify and hold the Sellers harmless from any liability arising out of the Purchaser's logging operations on the property or Purchaser's presence on the property, including without limitation any liability for injury or loss of life, damages to property of the Purchaser, streams, lessees, or adjoining property. The Purchaser further agrees that it shall have and show proof of worker's compensation insurance currently in effect and shall continue to carry said insurance in the full amount required by law for the entire period that it, or its employees, are on the property.
12. Seller shall provide written documentation to the Purchaser that these terms and conditions have been met and showing that the Purchaser has no other contractual obligations to the Seller upon satisfactory completion of logging activities. Satisfactory completion shall be agreed to mean that all contractual obligations have been met and are in compliance with all terms and conditions, laws, regulations and other agreements made during the course of logging. Such written documentation shall not be unreasonably withheld.
13. In the event of dispute over the terms of this agreement, final decision will rest with an arbitration board of three persons, one to be selected by each party to this agreement, and a third to be selected by the first two members of the board. The cost of arbitration shall be shared equally by Purchaser and Seller. Notwithstanding the foregoing, or in addition to the foregoing, Purchaser and Seller may each bring action(s) in law or in equity to enforce their respective rights.



**TENNESSEE TIMBER CONSULTANTS, INC.**

**P.O. Box 10066**

**Jackson, Tennessee 38308**

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**Cell: (731) 608-2933**

**Email: austin@tennesseetimber.com**

**DENTON TIMBER SALE**

**Bid Offer**

**Sealed bids, submitted on a lump sum basis only, will be accepted until 11:00 A.M on March 29, 2018, at which time they will be opened.** The bid opening will be held at **Latham's Meat Company at 3517 Highway 45 North in Jackson.** Buyers are invited to attend the bid opening. Bids also may be submitted by mail, or fax (**call to be certain your fax was received**) on the attached or similar Bid Offer form, but **faxed offers must be received by us no later than 10:00 a.m. on the morning of the bid opening.** The Seller reserves the right to refuse any and all bids.

Date \_\_\_\_\_

For, and in accordance with the invitation to bid for certain timber offered for sale by Brad Denton in Hardeman County, Tennessee, and subject to the terms and conditions required by the Seller, the undersigned agrees to purchase and pay the sum of

\$ \_\_\_\_\_.

Company Name \_\_\_\_\_

Street or P.O. Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Telephone \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

(Mail, fax, or email your bid as shown above. Please feel free to bring your bid to the opening at the time and place described above.)