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April 24, 2018

## Naylor Timber Sale

**Bids to be opened Thursday May 24, 2018**

Tour Dates will be Friday May 4 and Wednesday May 9

### Attn.: Buyers of Standing Timber,

Mr. Ronald Naylor, Mr. Gary Naylor, and Mrs. Dana Marik have authorized Tennessee Timber Consultants to serve as their agents in the sale of certain **pine and hardwood sawtimber and pulpwood** located on their property near Finger in Chester County, Tennessee. This is the same property recorded in the Chester County Courthouse in Deed Book 426, Page 304, Control Map 077, Parcel 038.02; Book 426, Page 274, Map 077, Parcel 038.03; Book 426, Page 270, Map 077, Parcel 038.04.

### General Description of the Sale

This is a hardwood and pine sawtimber and pulpwood clearcut sale on three tracts totaling approximately 133.7 acres. The actual woodland sale area is estimated at **89 acres** containing approximately **347,425 Boardfeet of sawtimber and 2,570 tons of pulpwood**. This sale features 55% oak species and 35% pine.

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 intersection of Old Highway 100 and Highway 45 in Henderson, follow Hwy 45 south towards Selmer for approximately 5.25 miles. Turn right (west) on to Old Friendship Rd and follow for approximately 1.4 miles. The entrance to the tract will be the gravel drive on the south side of the road. Parking will be limited to the gravel drive next to an old white house. From here you can either walk or ride an ATV back to the sale areas using the existing farm road.

Due to the existing farm road being along a gas pipeline, this road cannot be used for logging access. Logging Access will be restricted to the field along the western most property line. There is an easement to Russon Dr to the south, but the McNairy County Highway Dept has a 50,000 lb weight limit for Russon Dr.

## **Sale Description**

The sale includes the areas shown on the attached Naylor Sale Map. Interior property lines are marked with orange flagging, while exterior property lines and sale boundaries are marked with orange and pink flagging.

A 3 acre block containing an old homeplace that is marked with pink flagging is not included in the sale. See attached map.

Within the clearcut totaling an estimated 89 acres, all pine and hardwood trees are eligible for harvest. However, the integrity of the interior and exterior property lines must be maintained. Therefore, line trees should not be cut.

SMZ's have not been flagged. Trees along field ditch banks are also included in the sale.

**All trees "ringed" with blue paint are not included in the sale and should be left standing.**

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.

Because this sale can be confusing and there are likely to be many questions, I will be holding two tour dates where I will be on site to answer any questions and walk through the sale with anyone who would like to attend. These dates will be **Friday May 4 and Wednesday May 9, both at 9:00 A.M.** Please contact me at 731-608-2933 if you are interested in attending one of these dates, or if you have any other questions.

One lump sum offer is to be made for all timber included in the sale.

## **Terms of the Sale**

**Sealed bids, submitted on a lump sum basis only, will be accepted until 11:00 A.M on May 24, 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 if you have any questions relative to this sale.

Sincerely,

*Austin Carroll*

Austin Carroll

Tennessee Timber Consultants, Inc

## Naylor 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	1,120	121,220	108
Red oak	774	78,198	101
White oak	561	72,160	129
Post oak	332	28,724	87
Hickory	154	14,417	94
Mixedwood	121	13,881	115
Scarlet oak	99	11,967	121
Poplar	26	6,858	264
<b>Total</b>	<b>3,187</b>	<b>347,425</b>	<b>109</b>

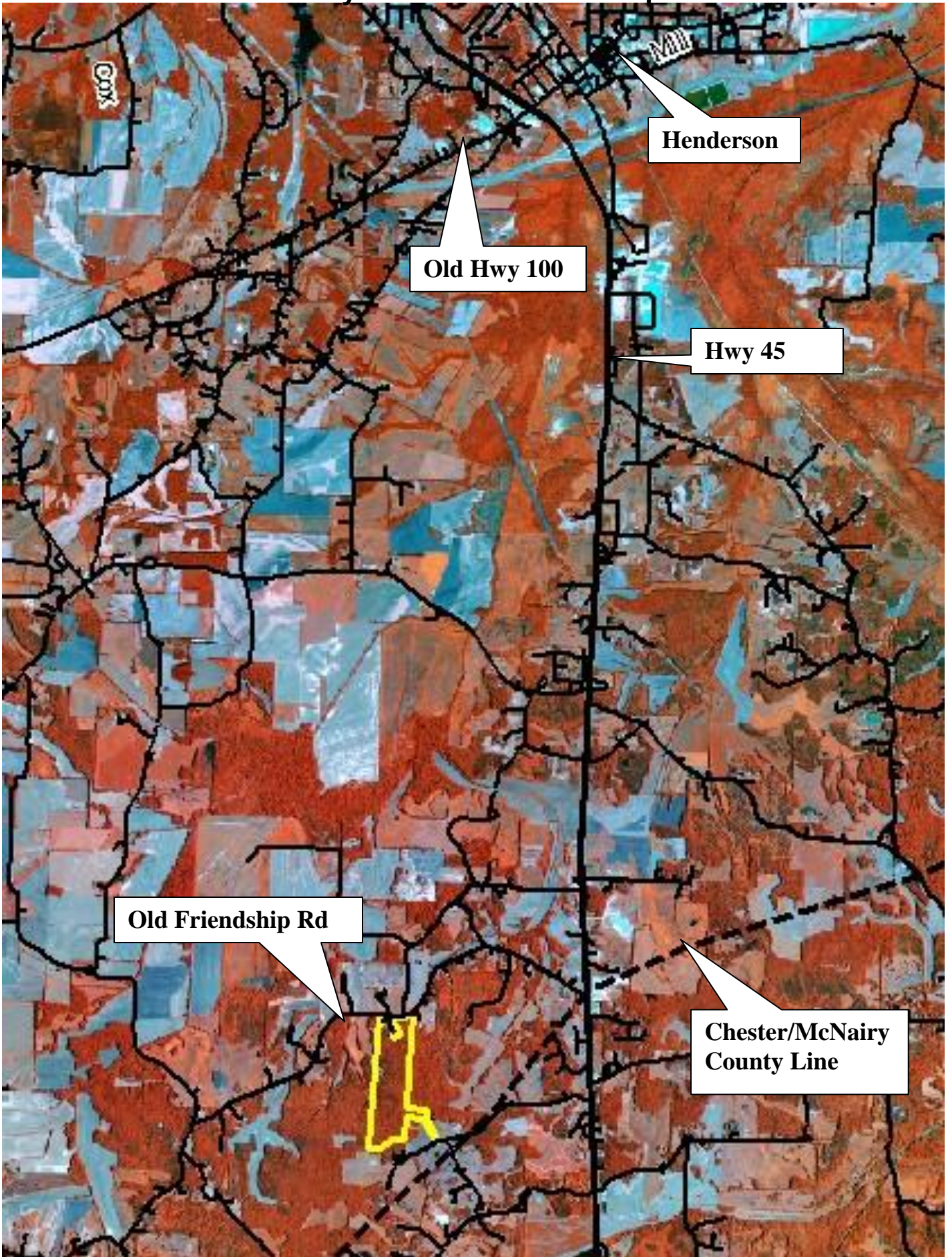
\*Doyle scale FC78 for all species except FC80 for pine and poplar

<b>Pulpwood</b>	<b>Tons</b>
Pine*	1,014
Hardwood	1,556
<b>Total</b>	<b>2,570</b>

\*Pine includes both standing pulpwood and topwood



# Naylor Tract Location Map



Henderson

Old Hwy 100

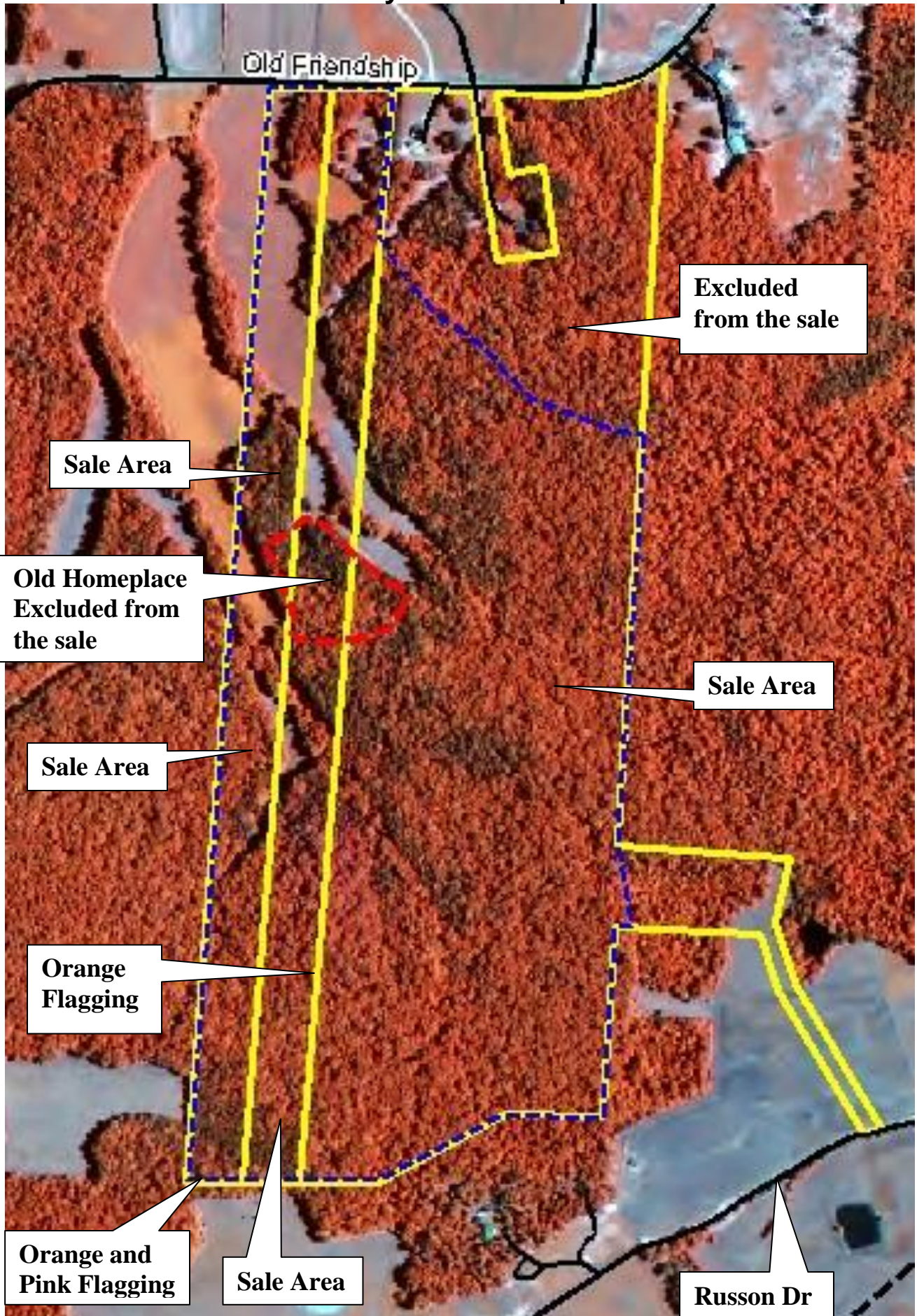
Hwy 45

Old Friendship Rd

Chester/McNairy  
County Line

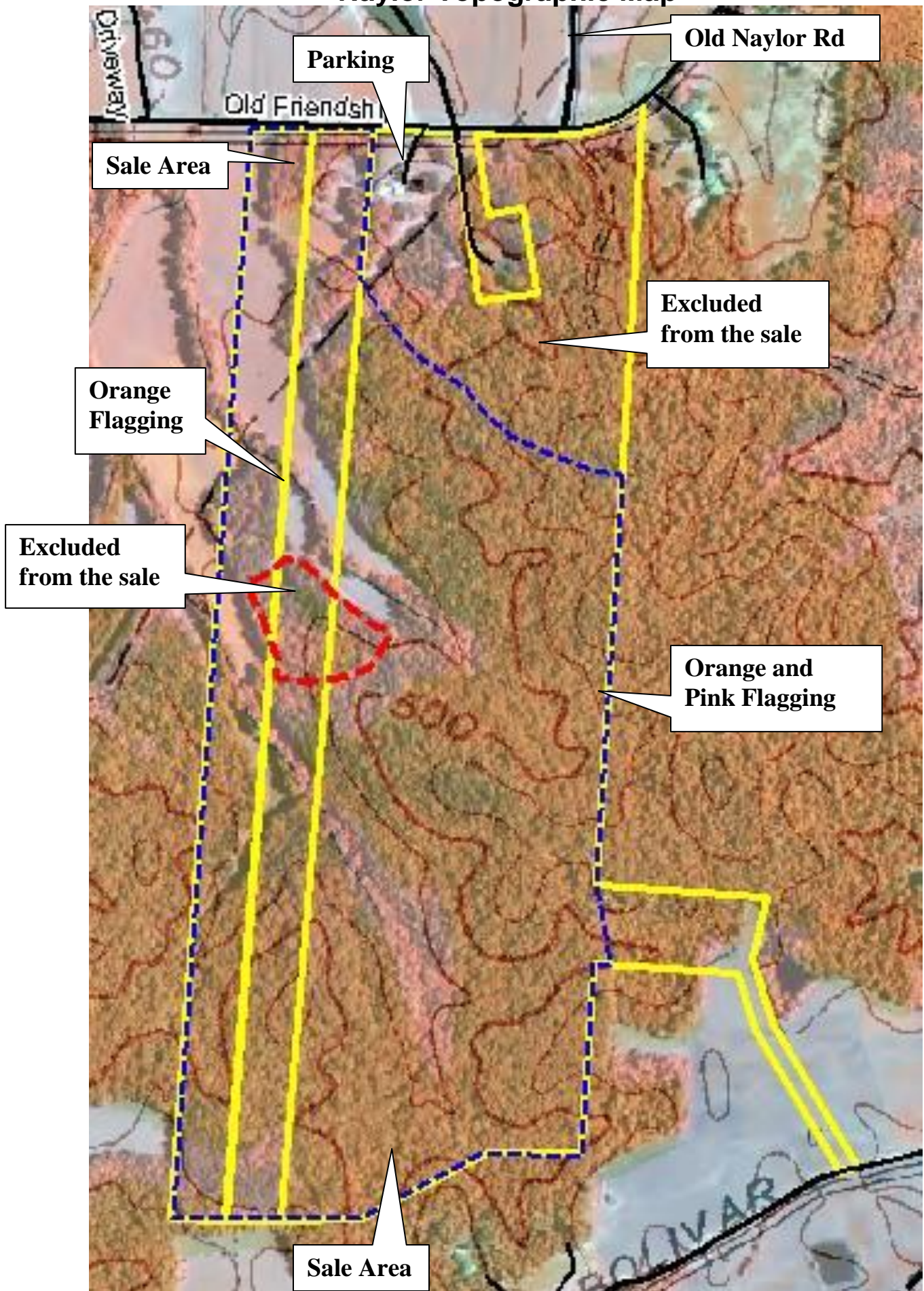


# Naylor Sale Map





# Naylor 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 **November 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 93.7-acre property of Ronald Naylor, the 20 acre property of Gary Naylor, and the 20 acre property of Dana Marik on Old Friendship Rd in Chester County. Within the clearcut areas totaling an estimated 89 acres and designated by orange and pink flagging, all trees are eligible for harvest. An old homeplace totaling three acres and marked with pink flagging is excluded from this sale. Trees marked with blue paint are also excluded from this sale.
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 leave haul roads in a smooth and passable 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.

## SALE TERMS and CONDITIONS

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.
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.**  
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**Cell: (731) 608-2933**  
**Email: austin@tennesseetimber.com**

**NAYLOR TIMBER SALE**

**Bid Offer**

**Sealed bids, submitted on a lump sum basis only, will be accepted until 11:00 A.M on May 24, 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 Ronald Naylor, Gary Naylor, and Dana Marik in Chester 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.)