



Tennessee Timber Consultants, LLC  
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Cell: (731) 234-6400  
David@tennesseetimber.com

February 18, 2026

## James and Betty Upchurch Timber Sale

Bids to be opened Thursday, March 26, 2026, at 11:00 a.m.

### Attn.: Buyers of Standing Timber,

James and Betty Upchurch have authorized Tennessee Timber Consultants to serve as their agent in the sale of certain hardwood sawtimber and pulpwood located on their property east of Jackson, near I-40 Exit 93, in Madison County, Tennessee. This is the same property recorded in the Madison County Courthouse on Map 037, Parcel 006.00. This timber was marked by Dr. David Mercker. He can be reached at the email or phone given above.

#### General Description of the Sale

This is a quality upland hardwood sawtimber sale on a property totaling approximately 254+/- acres. It was last cut ~55 years ago. The actual woodland sale area is estimated at **50 acres** containing approximately **290,296 board feet (Doyle Scale) of hardwood sawtimber**. This sale features large and fine quality oaks and poplar. All trees average **395 bf/tree**. The average volume is estimated at **5,806 bf/ac**. The poplar trees in the two main drainages are very large.

The main access point for both inspecting timber and log trucks, is located at the west end of the white fence. See map. **Owners ask that no access occurs down their driveway.**

The Purchaser is **required** to carry General Liability Insurance and Worker's Compensation Insurance.

#### Location

The property is very close to I-40 and is located on the north side of the interstate at **281 Hartmus Ln., Jackson, Tn.** GPS Coordinates: 35.430620, 88.394139

#### Sale Description

The sale includes the area shown on the attached map. The property has been recently surveyed and lines are marked with red paint and pink ribbon.

- Only trees marked by "Tennessee Timber Consultants" with **blue paint** are eligible for harvest, and include horizontal stripes, V's (for veneer), X's (culls), and slashes for pulpwood. A spot is painted on the stumps of all trees except pulpwood.
- **There are 57 trees marked in the open hay field. Owners request that the tree tops in the field be drug back into the woods at a designated opening. A few small piles of tree tops may be left in the field if the area in the woods becomes full.**
- Some trees have a painted "arrow" along with the stripes. This indicates trees with hollow butts. Good volume above the butt-off was included in the measurements.

- Loggers are encouraged to fell X trees and pulpwood trees regardless if they intend to extract them.
- The main access point for both inspecting timber and log trucks is located at the west end of the white fence (approximately 150 yards west of the owner's driveway). See map. **Owners ask that no access occurs down their driveway, even for inspecting the timber.**
- 44 white oaks were identified as having butt-logs exhibiting veneer characteristics, but others may qualify. The average veneer tree is estimated to have 238 bf of veneer. Some of the veneer in the hay ground are fine quality.
- A 20' year-round access along field edges will be allowed.

This is not a wet-weather tract. There are several good quality growing stock oak trees throughout and loggers must take precaution to avoid their damage. Many are flagged with purple ribbon. Excessive rutting and damage to residual timber will not be permitted. **BMP's must be applied throughout the sale.**


### **Terms of the Sale**

Sealed bids, submitted on a lump sum basis only, will be accepted until **11:00 A.M on March 26, 2026** at which time they will be opened. See item #2 under Terms and Conditions for payment structure. 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 and join us for lunch. Bids also may be submitted by phone call or text (to: **Dr. David Mercker 731-234-6400**) on the attached or similar Bid Offer Form, but offers not in-person 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 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 Dr. David Mercker at 731-234-6400 or Austin Carroll at 731-608-2933 if you have any questions relative to this sale.

Sincerely,



David C. Mercker  
Tennessee Timber Consultants, LLC

*For access to a digital copy of this sale prospectus and other available sales, visit*  
<https://tennesseetimber.com/timber-sales>

## Upchurch Timber Sale

### TIMBER 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.

| <b>Upchurch Timber Sale Summary</b> |              |                     |                |
|-------------------------------------|--------------|---------------------|----------------|
| <b>Species</b>                      | <b>Trees</b> | <b>Volume (bf)*</b> | <b>BF/tree</b> |
| Red Oak                             | 167          | 66,135              | 396            |
| Yellow Poplar                       | 106          | 65,310              | 616            |
| White Oak**                         | 147          | 62,171              | 423            |
| Sweetgum                            | 84           | 32,825              | 391            |
| Cherrybark Oak                      | 40           | 17,775              | 444            |
| Hickory                             | 68           | 16,285              | 239            |
| Post Oak                            | 42           | 10,915              | 260            |
| Scarlet Oak                         | 24           | 9,490               | 395            |
| Red Cedar                           | 25           | 3,065               | 123            |
| Cherry                              | 5            | 710                 | 142            |
| Mixedwood***                        | 27           | 5,615               | 208            |
| <b>Total</b>                        | <b>735</b>   | <b>290,296</b>      | <b>395</b>     |

\*Doyle Scale 78 form class for all trees except 80 fc for poplar

\*\*White oak includes 44 veneer trees having 10,456 bf of veneer  
(6,480 prime and 3,976 select veneer)

\*\*\*Includes primarily elm and blackgum, with a few sugar maple and ash  
There are 91 cull trees marked with an "X"





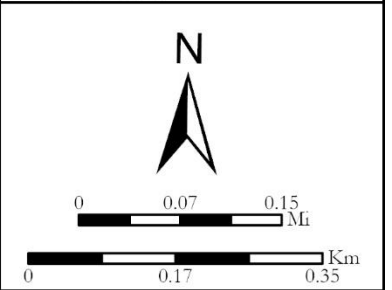
- Upchurch Boundary
- - - Sale Area
- - - Access



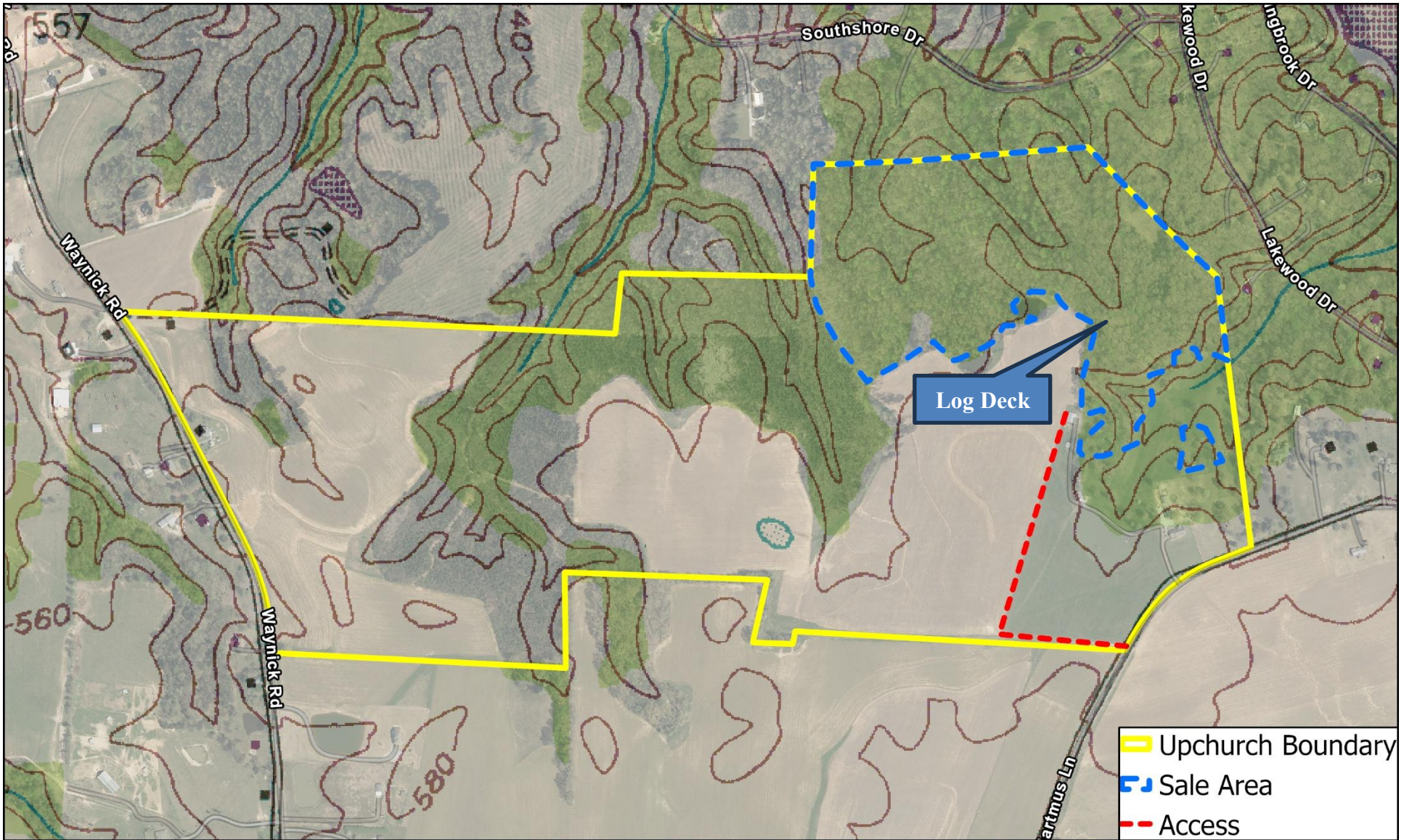
# Upchurch Timber Sale

Esri, Vantor, Earthstar Geographics, and the GIS User Community, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

## 2026



Coordinate System: NAD 1983 UTM Zone 16N



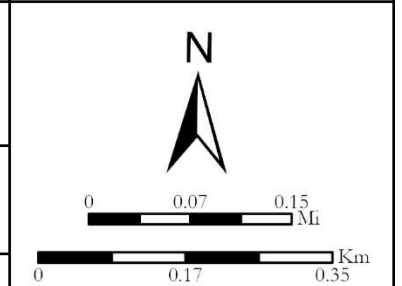
- ▬ Upchurch Boundary
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## 2026



Coordinate System: NAD 1983 UTM Zone 16N

## Sale Terms and Conditions

1. The Seller guarantees 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 additional 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. **Payment by the purchaser will be 100% of the accepted bid price due at the time the contract or timber deed is signed.** The purchaser 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, 2027** 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 twelve 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 254+/- acre property of James and Betty Upchurch, located at 281 Hartmus Ln in Madison County, Tennessee. Within the sale areas totaling an estimated 50 acres, only those trees marked by Tennessee Timber Consultants with blue paint are eligible for harvest.
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 Seller. Such consent shall not be withheld provided the third party agrees in writing to 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 Tennessee Timber Consultants, LLC 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. **Owners request that the tree tops in the hay field be drug back into the woods at the designated opening. A few small piles of tree tops may be left in the field if the area in the woods becomes full.** 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 all haul roads in as good or better condition as they were prior to logging. 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 Seller 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.

9. Purchaser shall exercise reasonable care during the harvesting process to minimize damage to un-marked trees. The Sellers understand that significant damage will occur to un-marked, understory trees during the course of logging. However, merchantable trees that must be subsequently removed due to damage resulting from the ordinary course of logging will be paid for at their fair market value, while trees damaged due to recklessness or negligence, and all un-marked trees that are cut shall be paid for at twice their stumpage value as determined by the Sellers agent.
10. 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 Seller or their agent, Tennessee Timber Consultants.
11. 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.
12. Purchaser shall indemnify and hold the Seller 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.
13. Both parties understand and agree the purchaser is an independent contractor and not an employee of the seller.
14. The sale contract shall be governed by the laws of the State of Tennessee.
15. 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.
16. 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.
17. No additional access from a neighboring landowner. But if the Purchaser seeks such, then a separate written access agreement will be executed between the Purchaser and the neighboring landowner to access the timber at no cost to the Landowner.

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**James and Betty Upchurch Timber Sale  
Bid Offer**

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Date \_\_\_\_\_

For, and in accordance with the invitation to bid for certain timber offered for sale by James and Betty Upchurch in Madison 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 \_\_\_\_\_

Email \_\_\_\_\_

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

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