



# GROWING ASSETS™

August 10, 2024

Dear Timber Buyer:

Growing Assets, LLC (Agent) is representing the owners of approximately 29 acres of timber in Franklin County, AL and invite you to purchase all merchantable timber on the tract. The timber is pine chip-n-saw and sawtimber with a small portion of hardwood as well. The sale is just west of Belgreen, AL and will be of all merchantable timber in the designated "Sale Area", less and except all timber located in areas labeled "Stream Zone" on maps included with this prospectus.

The sale will be a lump sum sale, payable upon closing. Maps of the tract, our estimates of volumes, and contract provisions to be included in the Timber Sale Agreements by which the timber will be conveyed are enclosed. Seller or Agent makes 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 buyer who requests our assistance. Buyers are welcome to inspect the timber on their own but must call Growing Assets in advance of the visit.

Offers for the lump sum sales of this timber or questions about the sale can be made by calling Growing Assets, LLC. at 256-826-5990 or emailing [cheri@southmainrealty.com](mailto:cheri@southmainrealty.com).

Thank you for your interest,

Stephan Tomlinson R.F.

# CONTRACT PROVISIONS

## King Spring Timber Sale

This sale will be of all merchantable timber in the areas identified as "Sale Area", less and except all timber in "Stream Zones" measuring 25 feet from either bank (50 feet in total width) of identified streams. The Sale Area and Stream Zones are shown on the map that accompanies this sale prospectus.

The land on which the timber is to be sold is described as being located in the Se ¼ of Section 2; Township 7 South Range 13 West, Franklin County, Alabama.

Boundary lines shown on the maps are deemed to be accurate but actual locations may differ.

SELLER discloses that Growing Assets, LLC is representing the interests of, and acting as AGENT for the SELLER.

SELLER and/or its AGENT make no warranty or representations concerning the condition of the premises covered by this contract or the quality, quantity, or kind of the timber conveyed. BUYER assumes all risk of, and shall save SELLER and its AGENT 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. 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 Growing Assets, LLC 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. The location of all primary skid trails, processing decks (aka loading decks), and haul roads must be approved by AGENT prior to construction and/or use. All existing roads and/or trails will be left in as good a condition after the harvest is complete as prior to harvesting. BUYER also agrees to abide by Best Management Practices as published in "Alabama's Best Management Practices for Forestry 1993" as revised in 2007, 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 SELLER's land is guaranteed by SELLER. 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 SELLER and the successors and assigns of the BUYER.

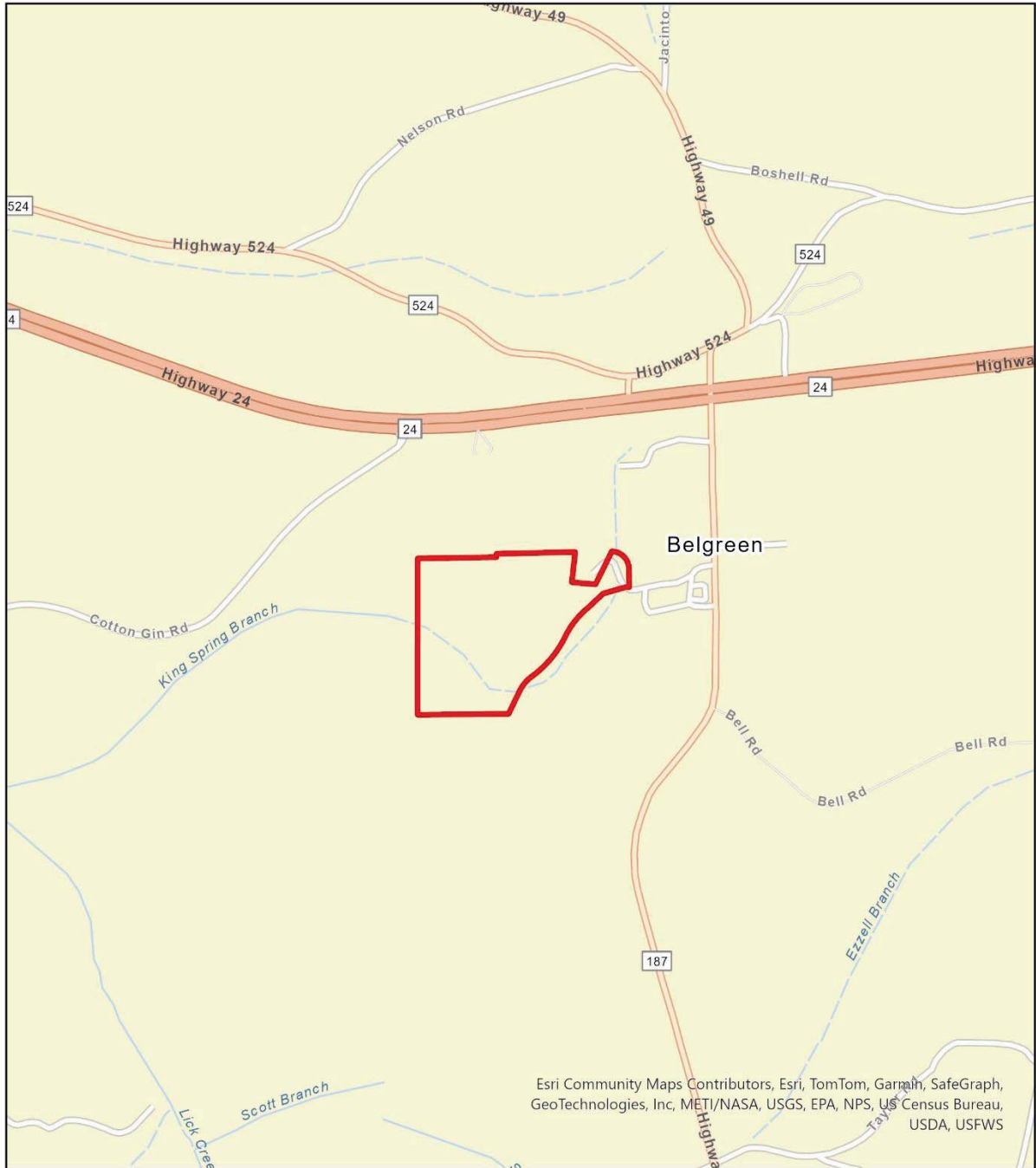
BUYER will be expected to deposit into the escrow account of Growing Assets, LLC **\$4,000** prior to commencement of harvest operations as a performance bond. This deposit shall only be used in the event that BUYER does not comply with the contract provisions and expenses are incurred by the SELLER 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 oral or written notice from Growing Assets, LLC without liability to the SELLER or its AGENT if the BUYER fails, in the judgment of Growing Assets, LLC 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 within 24 months of the execution of the timber sale contract. The expiration date of this contract shall be 24 months after the execution of the contract, 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 SELLER.

BUYER shall comply with the Worker's Compensation Act of the State of Alabama and shall furnish upon request unto the SELLER 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 upon request thereof to the SELLER. BUYER shall maintain continuously during the term hereof, liability insurance in an amount not less than \$1,000,000.00 per occurrence. 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 \$2,000,000 per occurrence.

# AREA MAP



## Legend

 BGN04

**BGN04**  
**Franklin County, AL**  
**Local Roads**

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N

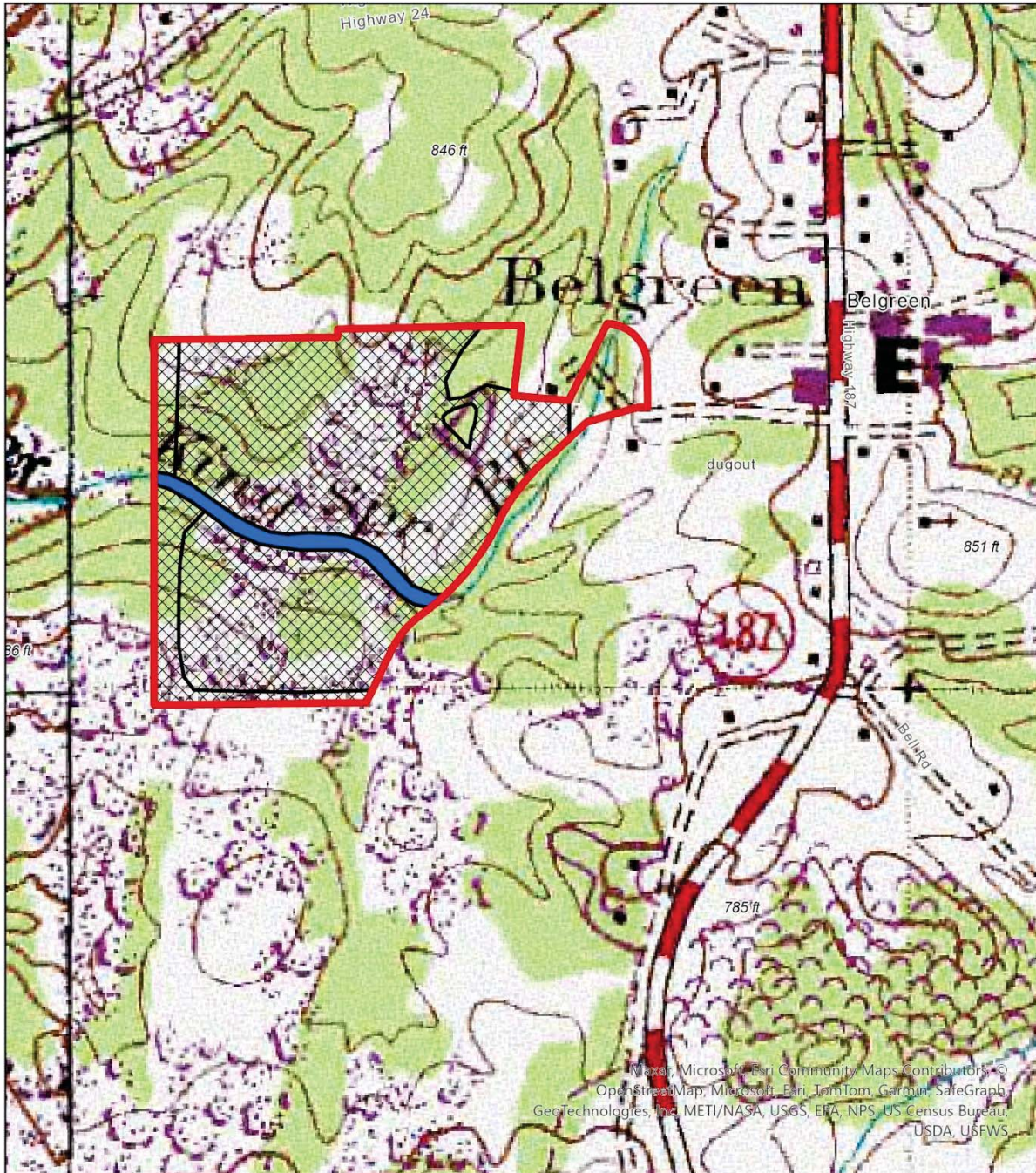


0 500 1,000 Feet





**King Spring Timber Sale**  
Township 7 South, Range 13 West  
Franklin County, Alabama



# SALE AREA TOPO



Mapbox, Microsoft, Esri Community Maps Contributors, ©  
 OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,  
 GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,  
 USDA, USFWS



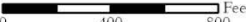
<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> BGN04</li> <li> Sale Area</li> <li> Stream Zone</li> </ul>	<p><b>BGN04</b>  <b>Franklin County, AL</b>  <b>Timber Sale Map Topo</b></p> <p>Growing Assets   (256) 826-5990</p>	<p>N</p>  <p>0 400 800 Feet</p>
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<p>We estimate the following sale volume on approximately 29 acres:</p>	
<p>1470 tons pine pulpwood          194 tons hardwood pulpwood          56 tons misc hardwood sawtimber</p>	<p>1175 tons pine chip-n-saw          239 tons pine sawtimber</p>



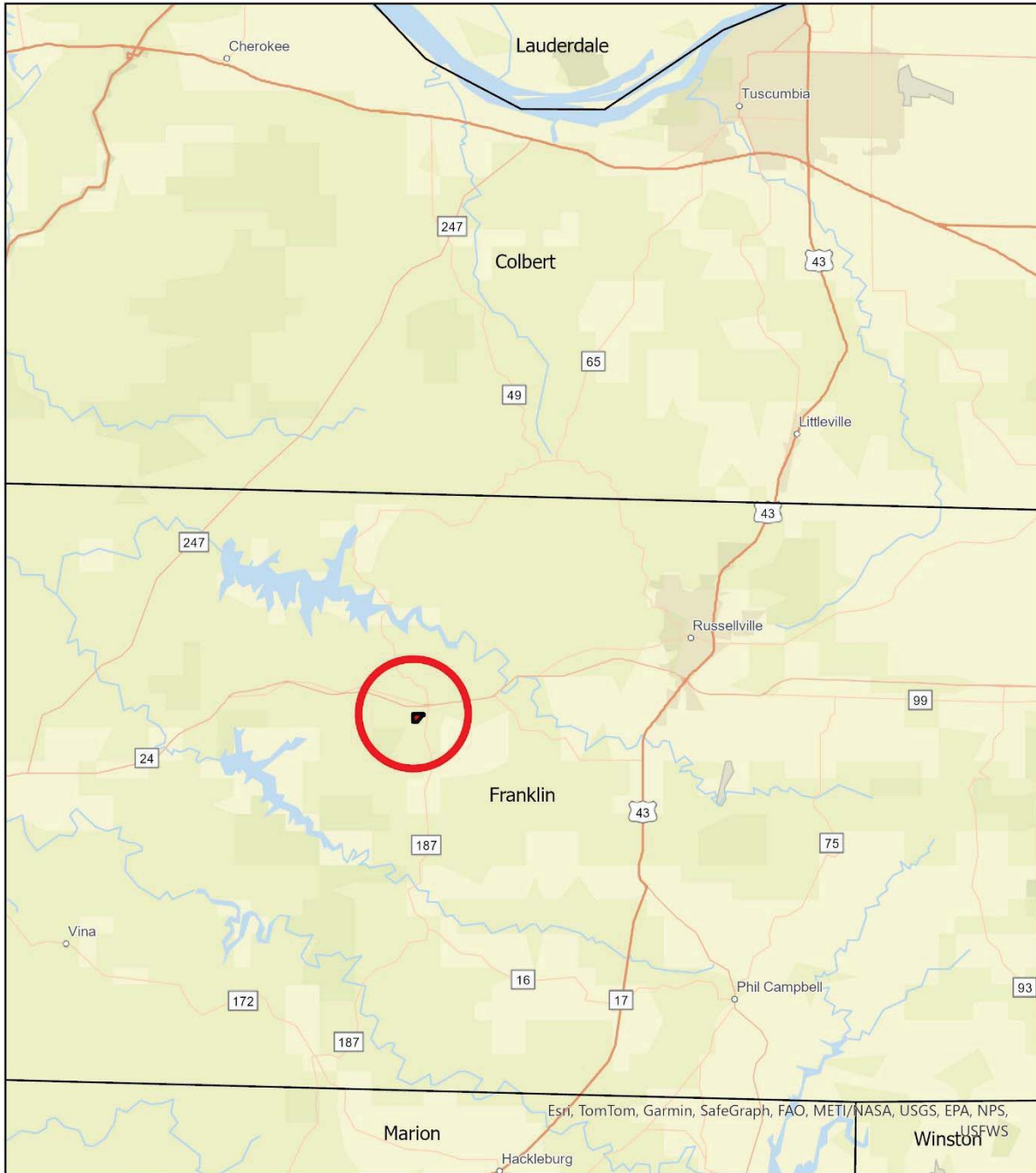
# SALE AREA AERIAL



<b>Legend</b>  BGN04	<b>BGN04</b> <b>Franklin County, AL</b> <b>Timber Sale Aerial</b>	
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**King Spring Timber Sale**  
Township 7 South, Range 13 West  
Franklin County, Alabama

# AREA MAP



## Legend

 BGN04

**BGN04**  
**Franklin County, AL**  
**General Area**

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0 3 6 Miles

**King Spring Timber Sale**  
Township 7 South, Range 13 West  
Franklin County, Alabama