



# GROWING ASSETS™

Dear Timber Buyer:

Growing Assets, LLC (Agent) is representing the owner of approximately 126 acres of mature pine timber in Colbert County, AL that needs to be thinned. The trees are 18 to 29 years old. The property is located in the Martin Forest, north of Cherokee, AL.

The sale will be a pay as cut sale, and maps of the tract and our 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.

Per ton prices being offered for this timber or questions about the sale can be made by calling Growing Assets, LLC. at 256-826-5990 or emailing [cheri@naturalrg.com](mailto:cheri@naturalrg.com).

Thank you for your interest,

Stephan Tomlinson R.F.

P.S. There are several tracts located in the Martin Forest that have timber for sale. Be sure to check out all that's available on the Growing Assets Timber Mart:

<https://growingassetsllc.com/property-specialty/timber-for-sale-active>

# CONTRACT PROVISIONS

## MTCO45 Timber Sale

The land on which the timber is to be sold is described as being located in Section 18 and Section 19; Township 3 South Range 14 West; Colbert 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 and have the right to inspect the sale at any time.

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 that it will harvest the timber in accordance with sound forestry practices, cutting first the trees with beetle activity, then cutting a 70 foot buffer strip around the areas of concentrated beetle activity, making sure to fell the trees towards the center of the cutting area. In areas with no beetle activity, the harvest will be to thin the pine stands by first cutting the smallest, diseased, and ill-formed trees and taking care to minimize the damage to the residual stand. In these areas, BUYER agrees to target 70 to 90 square feet of basal area per acre as the stocking for the residual stand. All existing roads will be left in as good condition after the harvest is complete as prior to harvesting. 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 use reasonable care in the logging of said timber and 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.

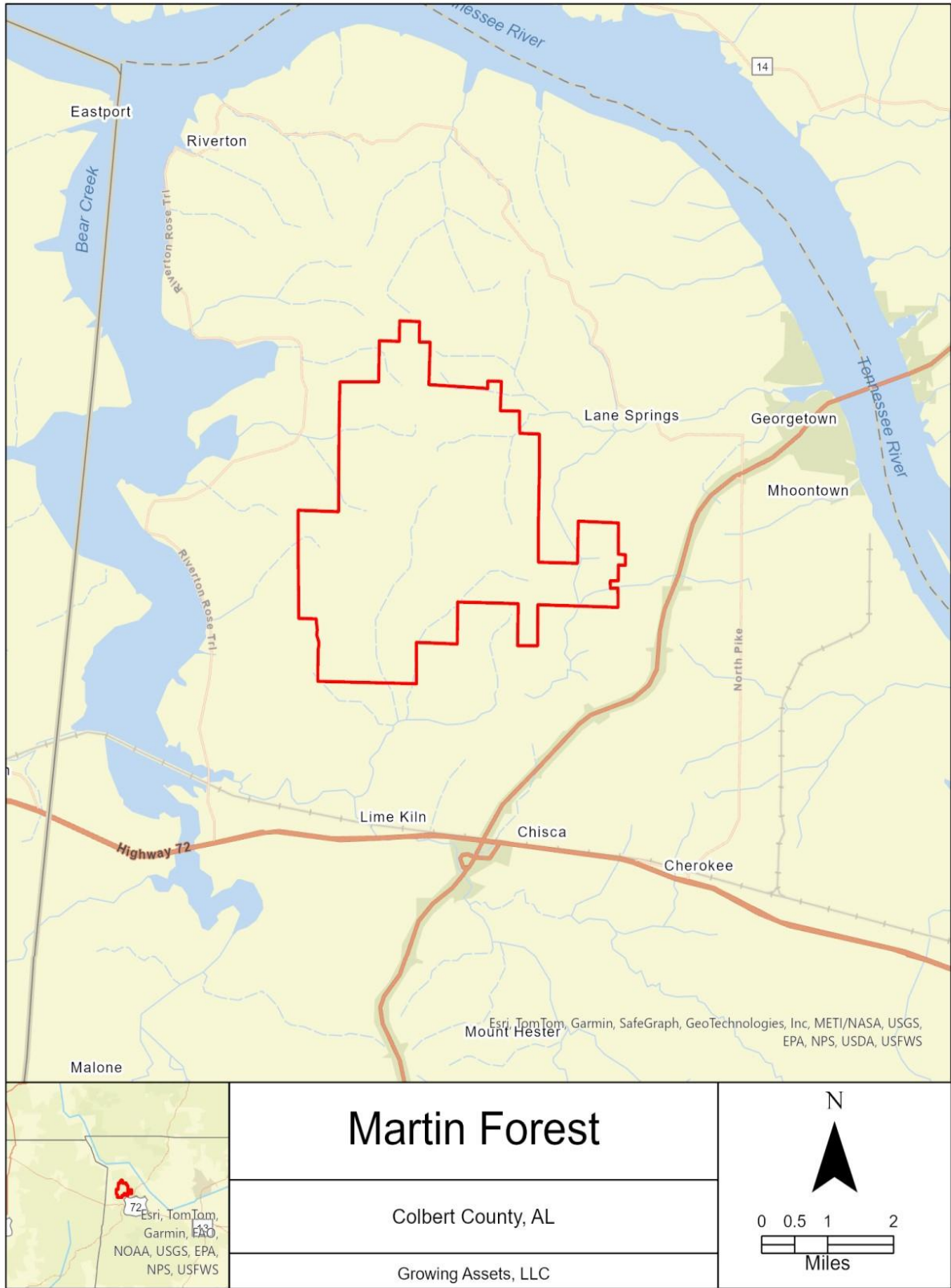
BUYER shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract. Ingress and egress over SELLER's land is guaranteed by SELLER. All agreements, covenants, duties, rights, privileges and powers contained in the Timber Sale 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 **\$3,000** 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. The location of all roads, landings, and decking areas must be agreed upon by BUYER and SELLER or AGENT before operations begin. SELLER or AGENT shall be informed of the commencement of harvesting operations

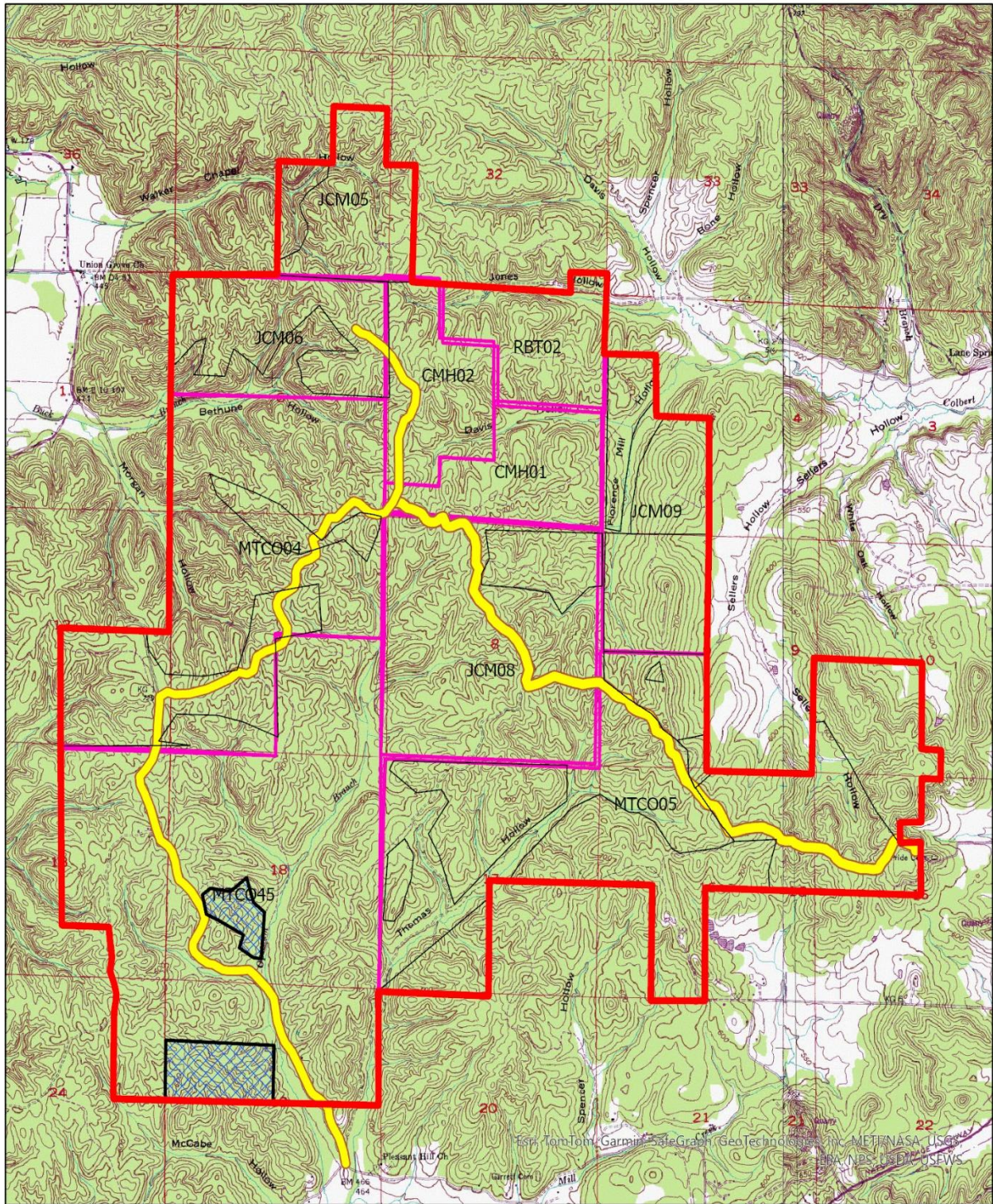
BUYER agrees to commence the logging operation within 3 months of the execution of the timber sale contract. SELLER reserves the right to terminate the timber sale contract if this provision is not met. BUYER shall inform AGENT of the commencement of logging operations. The expiration date of this contract shall be 12 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.



**MTCO45 Timber Sale**  
 Township 3 South, Range 14 West  
 Colbert County, Alabama





**SALE AREA**  
 Pine stands being targeted  
 (shaded)  
 for thinning, or clear cut



**Martin Forest  
 MTCO45**

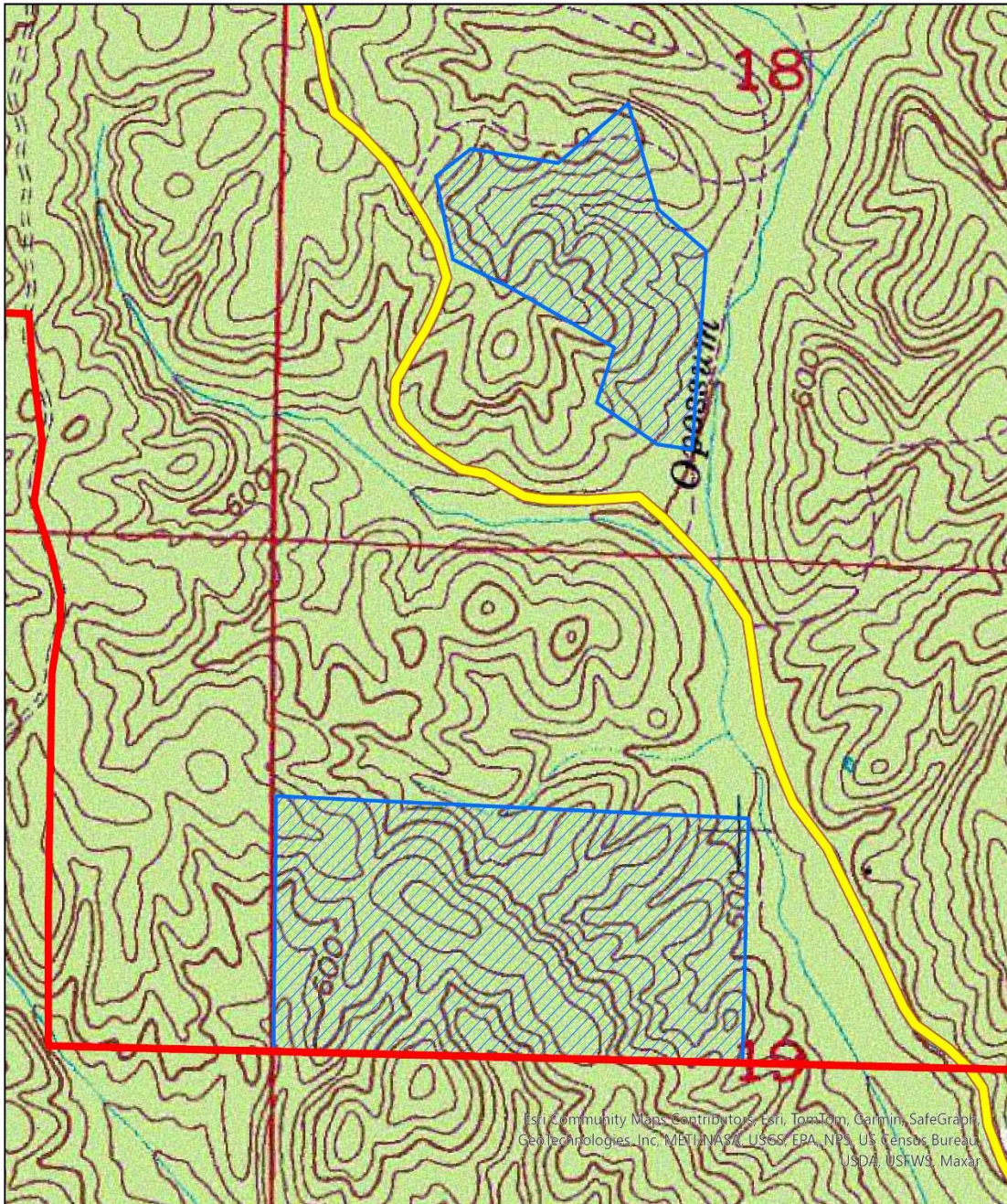
Growing Assets LLC






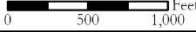
**MTCO45 Timber Sale**  
 Township 3 South, Range 14 West  
 Colbert County, Alabama



# SALE AREA TOPO



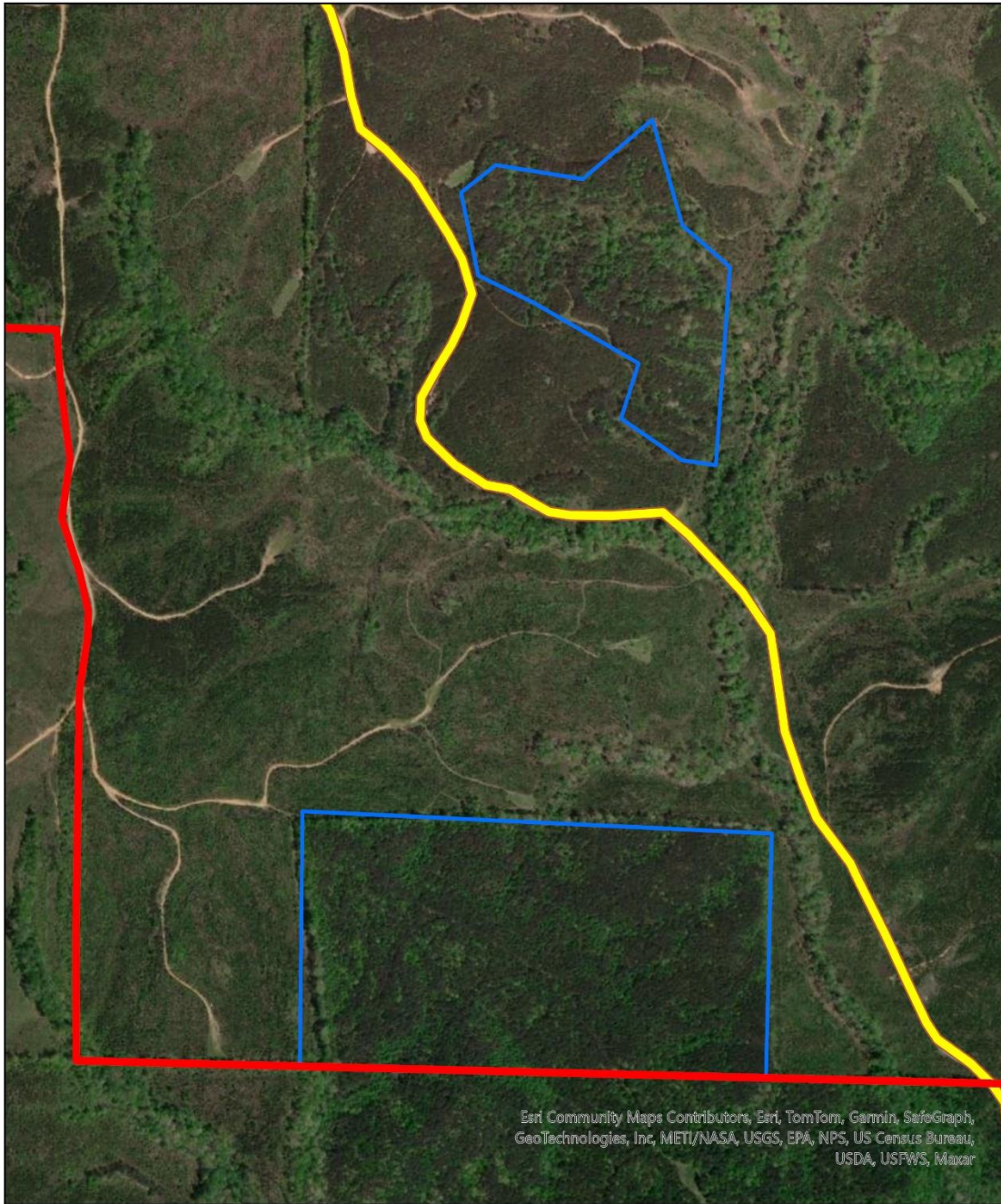
Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MBTI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

<b>Legend</b>  Martin Forest outside boundaries  Sale Area	<b>MTCO45</b> <b>Colbert County, AL</b> <b>Timber Sale Topo</b>	 
Growing Assets   (256) 826-5990		




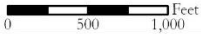
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Township 3 South, Range 14 West  
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# SALE AREA AERIAL



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

<b>Legend</b>  Martin Forest outside boundaries  Sale Area	<b>MTCO45</b> <b>Colbert County, AL</b> <b>Timber Sale Aerial</b>	 
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