



LAND AND TIMBER SEALED BID PROSPECTUS

Eight Individual Tracts

1,129± Acres

Winston County, Alabama

Tract 7938	48± acres
Tract 7940	51± acres
Tract 7951-A	173± acres
Tract 7951-B	337± acres
Tract 7951-C	268± acres
Tract 7953	96± acres
Tract 7955	118± acres
Tract 7957	38± acres

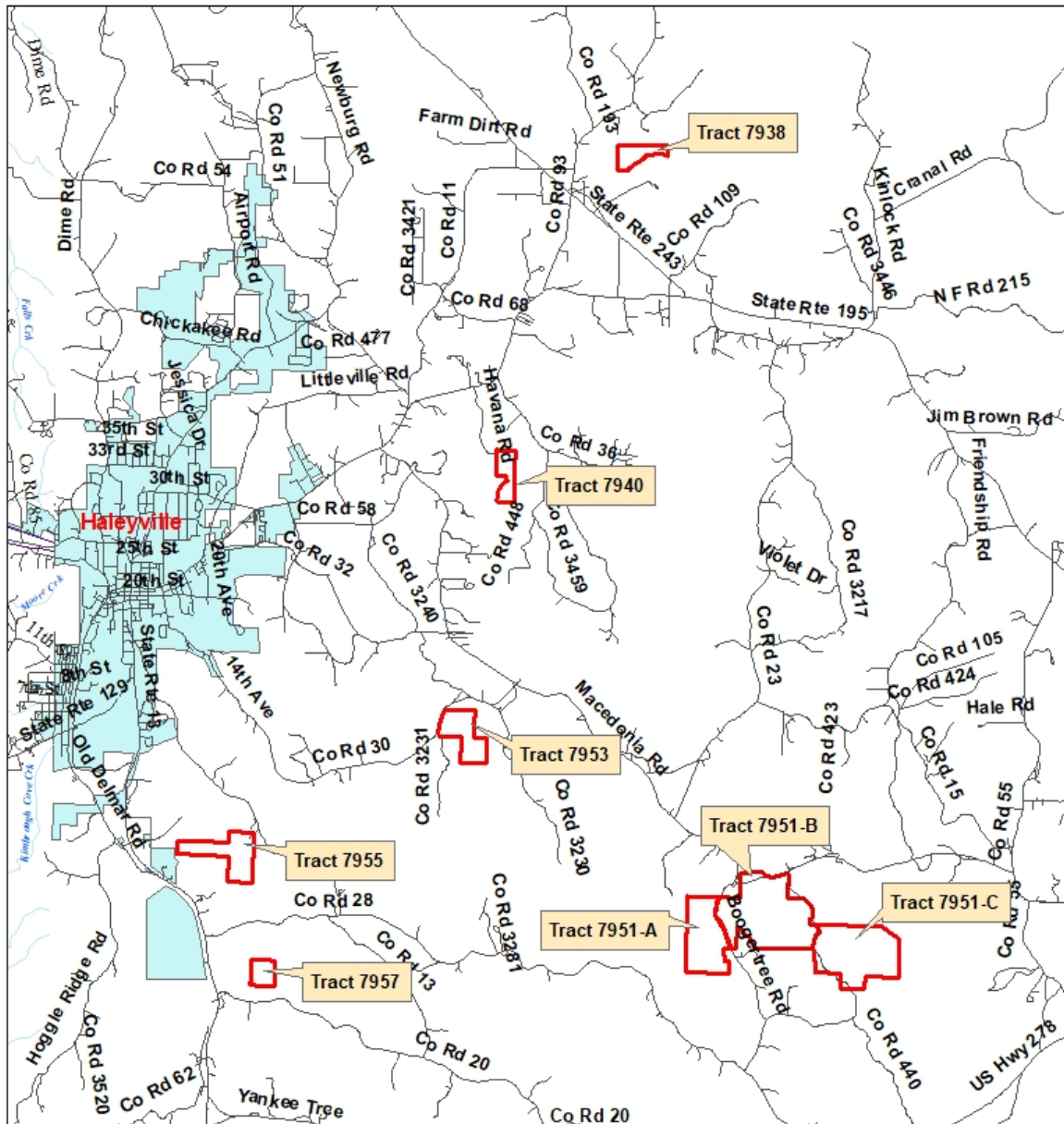
**TUESDAY
OCTOBER 1, 2019
2:00 P.M.**

Mossy Oak Properties Southeast Land & Wildlife, LLC

256-383-8901 Office
256-383-8902 Fax
nmccollum@mossyoakproperties.com

1229 Highway 72 East
Tuscumbia, AL 35674
www.selandandwildlife.com

GENERAL LOCATION MAP



1 inch = 8,333 feet

MOP-SELW, LLC is the listing agency for the owner(s) of the property described. A representative of MOP-SELW, LLC must be present to conduct a showing. The management of MOP-SELW, LLC respectfully request that interested parties contact us in advance to schedule a proper showing and do not attempt to tour or trespass on the property on their own.

Disclaimer: Neither MOP-Southeast Land & Wildlife, LLC nor the Seller(s) provides any warranties or guarantees expressed or implied on the accuracy of the information on this map. This map is an approximate representation of the actual ownership and acreage and should not be viewed as a survey.

MOP-SOUTHEAST LAND & WILDLIFE, LLC

Nathan McCollum (256) 345-0074 (AL, MS, TN)
 nmccollum@mossyoakproperties.com

Elton Coley (256) 366-0575 (AL, MS, TN)
 ecoley@mossyoakproperties.com

Cameron Isbell (256) 483-8134 (AL, TN)
 cisbell@mossyoakproperties.com

www.mossyoakproperties.com

All boundary lines noted in pictures, aerials, or maps should be considered estimates and should not be relied on as legal documents or descriptions.

Tract 7938

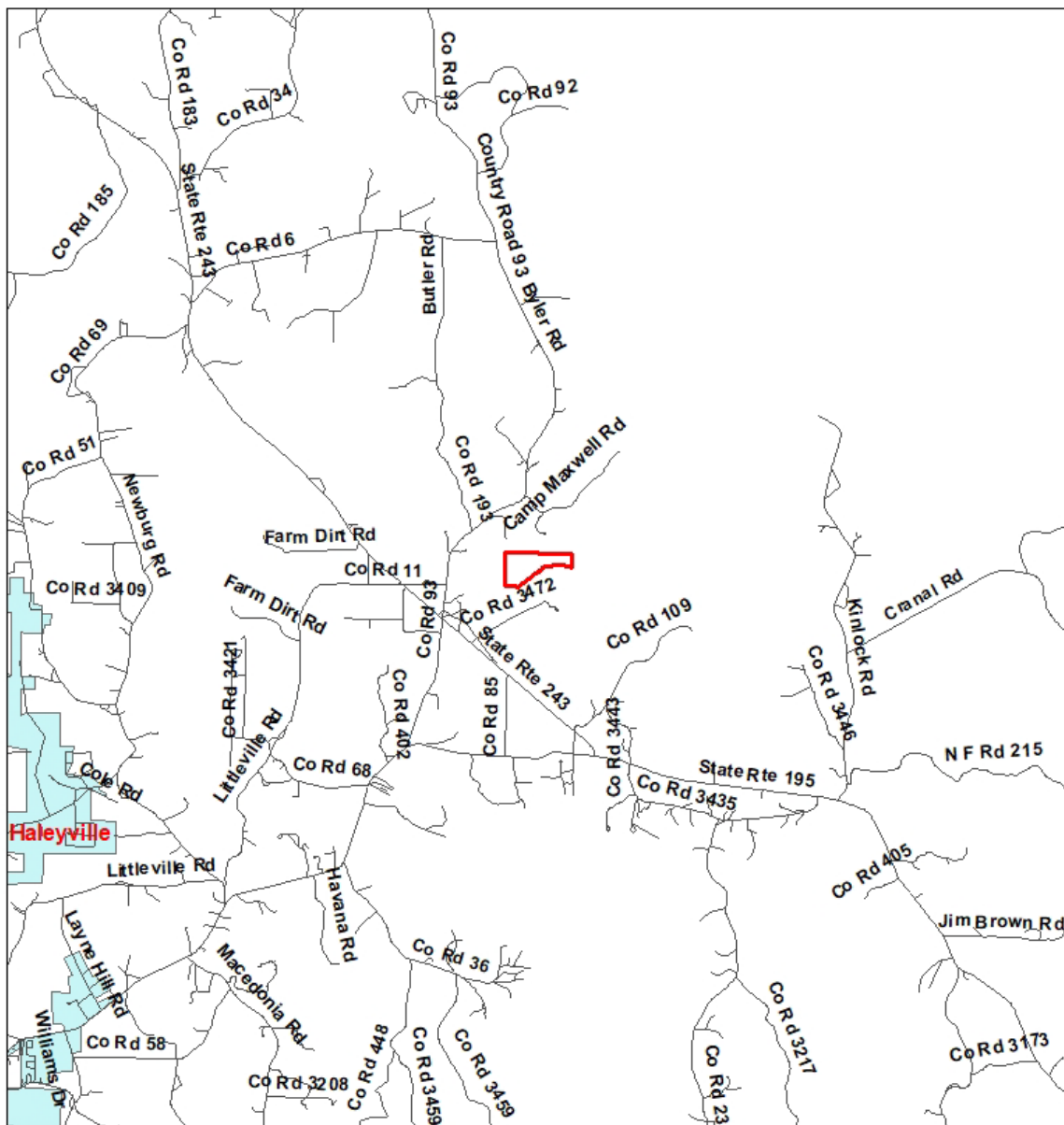
48± Acres – Winston County, Alabama

Bids Due: 10/1/19

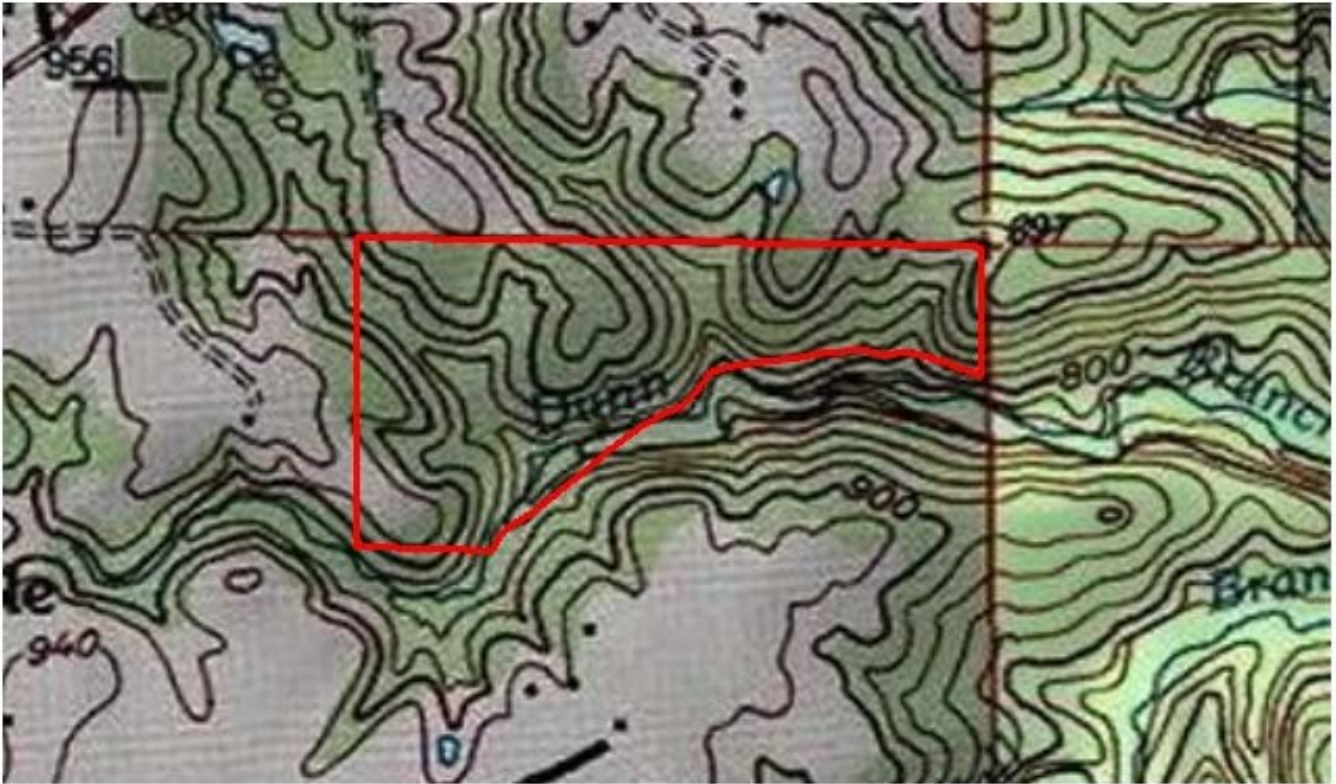
Property Location: From Haleyville, travel east on Alabama Highway 195 for 5 miles. Turn left on County Road 93 and travel 1.5 miles. Access is via a wooded road on the right. The property is located in Section 12, T9S, R9W. Map Quest address is 1408 County Road 93.

Property Description: Tract 7938 consists of 69 year old hardwood and 39 year old pine. Dunn Branch is the southern boundary. There is a good stand of un-thinned mature pine timber. The hardwood timber is located along the creek bottom and adjoins Bankhead National Forest. There is no deeded access.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7938

1:10,000



Prepared by MOP-SELW, LLC

Tract 7940

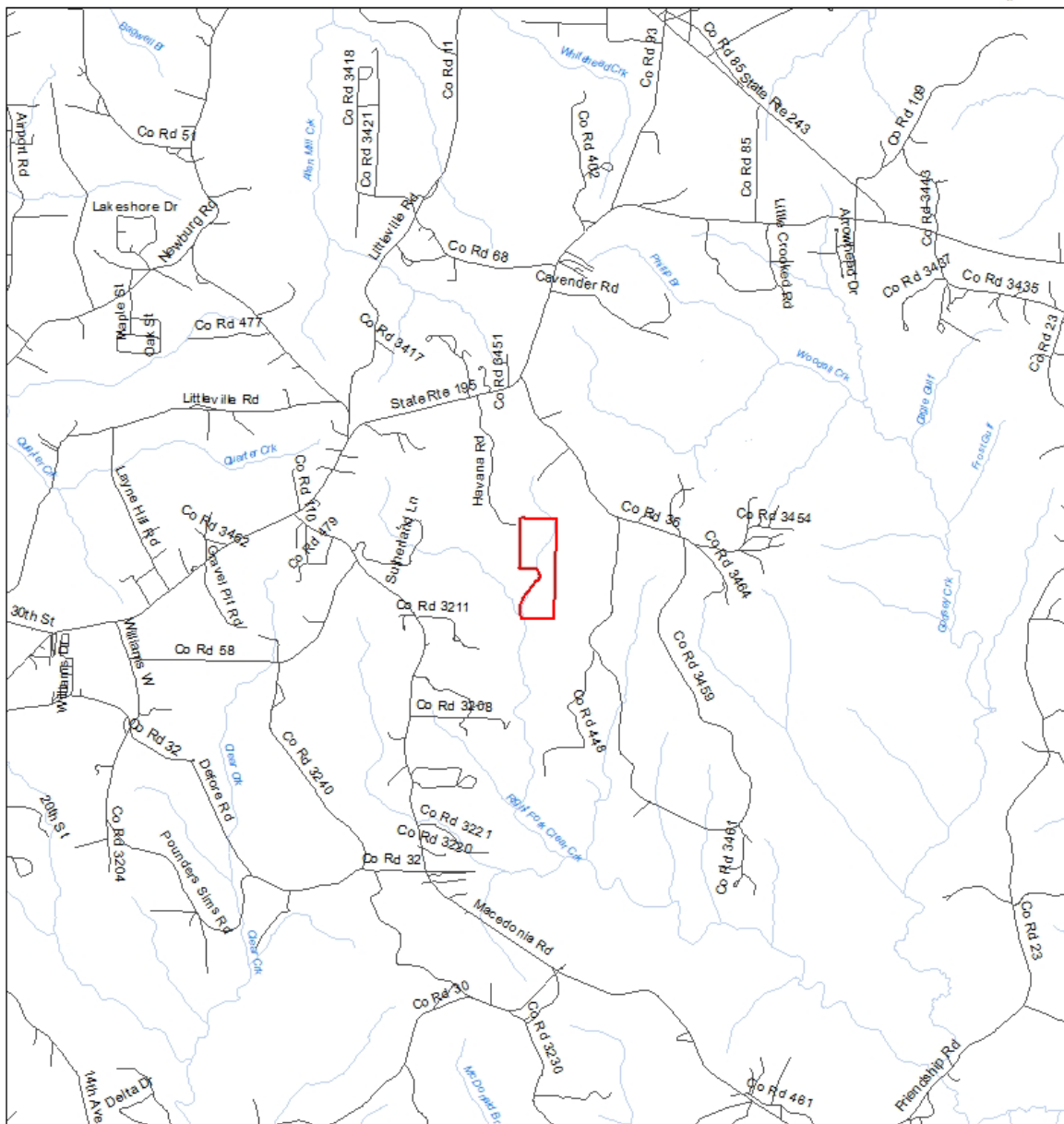
51± Acres – Winston County, Alabama

Bids Due: 10/1/19

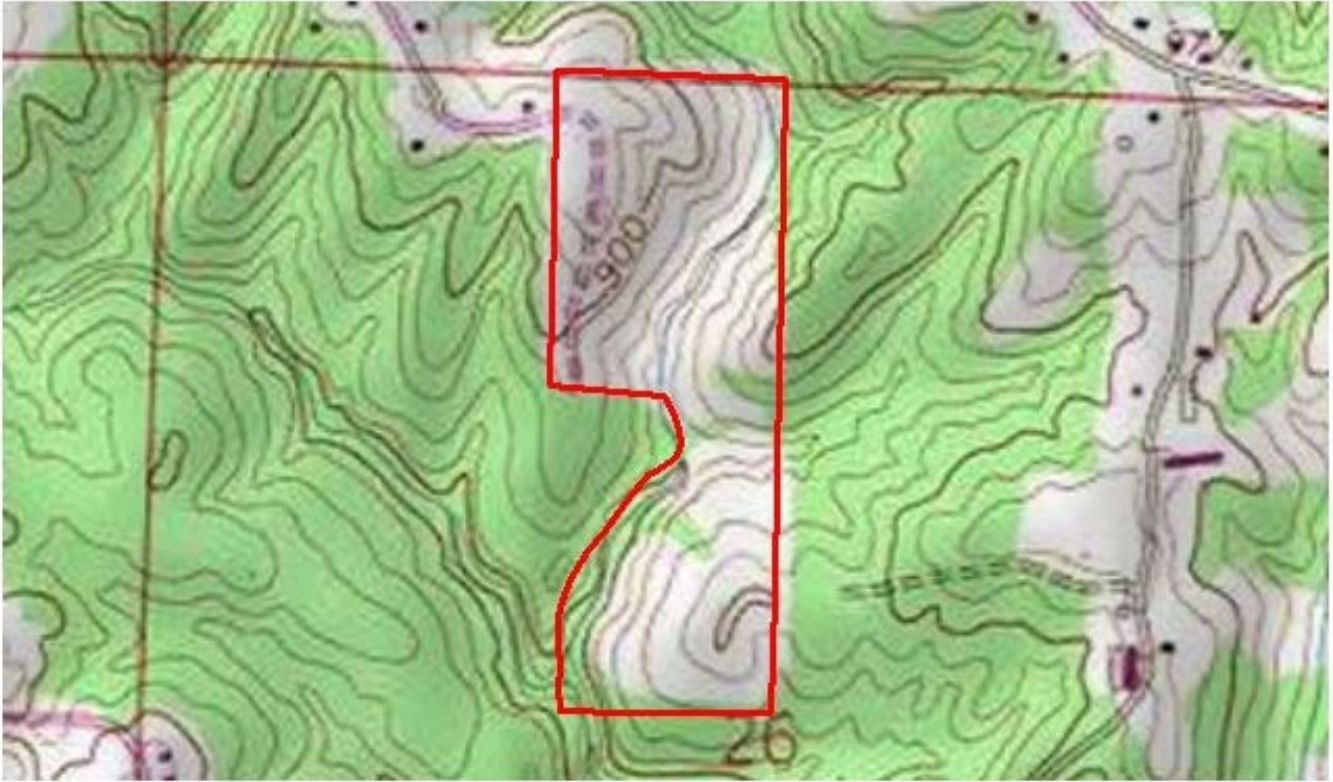
Property Location: From Haleyville, travel east on Alabama Highway 195 for 3.75 miles. Turn right on County Road 445 and travel 0.75 miles to locked gate. Access is across Steed Timberland. The property is located in Section 26, T9S, R10W. Map Quest address is 595 County Road 445.

Property Description: Tract 7940 consists of 69 year old mixed pine and hardwood and 18 year old pine. A small branch bisects the property with hardwood timber. Ridgetops are in mature un-thinned pine plantation. There is no deeded access.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7940

1:10,000



Prepared by MOP-SELW, LLC

Tract 7951-A

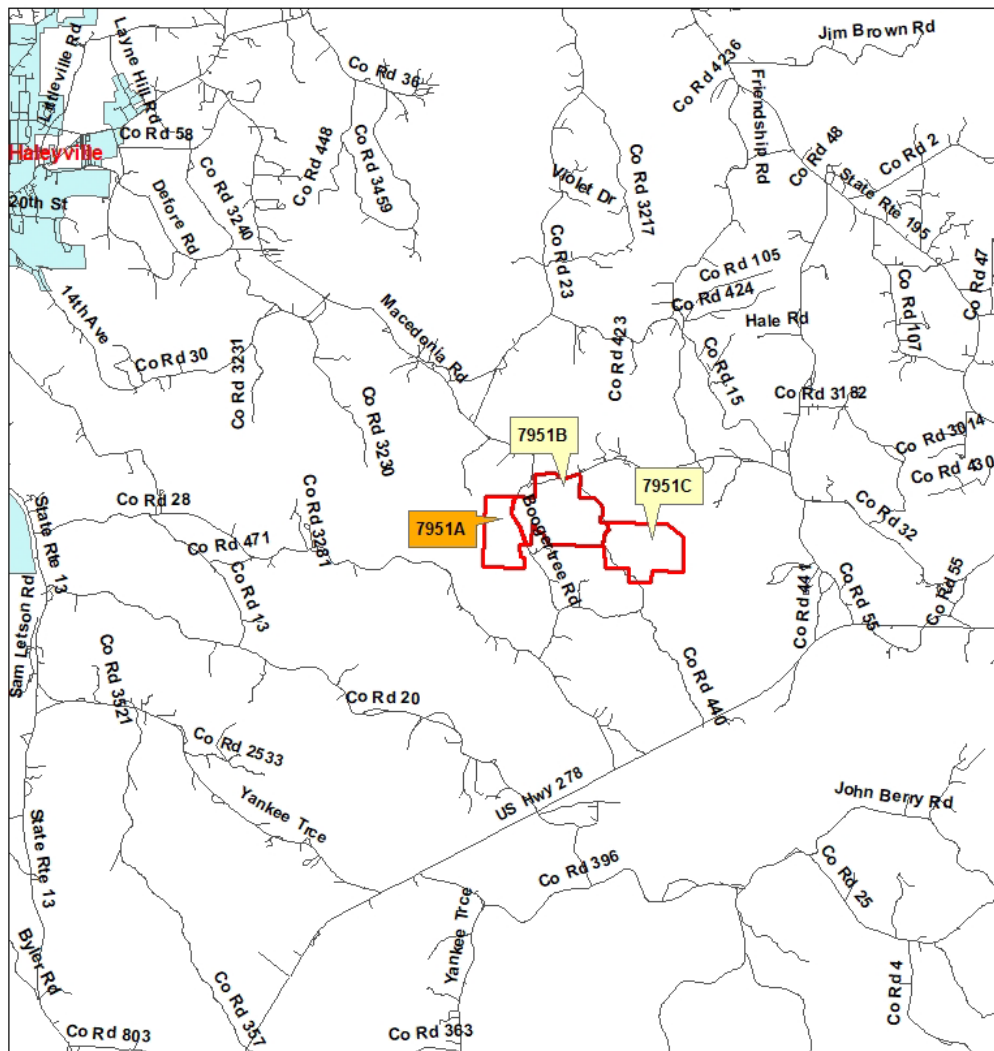
173± Acres – Winston County, Alabama

Bids Due: 10/1/19

Property Location: From Haleyville, go north on Highway 195/AL-195 toward Adkins Road. Then go 1.14 miles and turn left onto Highway 278/US-278 W/AL-74 and continue for 2.68 miles. Turn right onto County Road 55 and follow for 1.51 miles. Turn left to stay on County Road 55 for 0.32 miles. Turn slight left onto County Road 32 then go 1.02 miles. Stay straight to go onto County Road 32 then go 0.80 miles. County Road 32/County Hwy-55 becomes Lower Double Spur Haleyville Road. Travel 0.97 miles and stay straight to go onto County Road 81 for 0.50 miles. The property is located on the west (right) side of the road. If you reach County Road 3054 you've gone about 0.2 miles too far. The tract is located in Section 18, T10S, R9W.

Property Description: Clear Creek runs through the property for nearly 1/2 mile. The harvested timber will be site prep sprayed by the Seller prior to closing. Please call one of the Agents if you have questions regarding this process. The creek bottom is in mature timber. Access is via a gravel county road.

LOCATION MAP

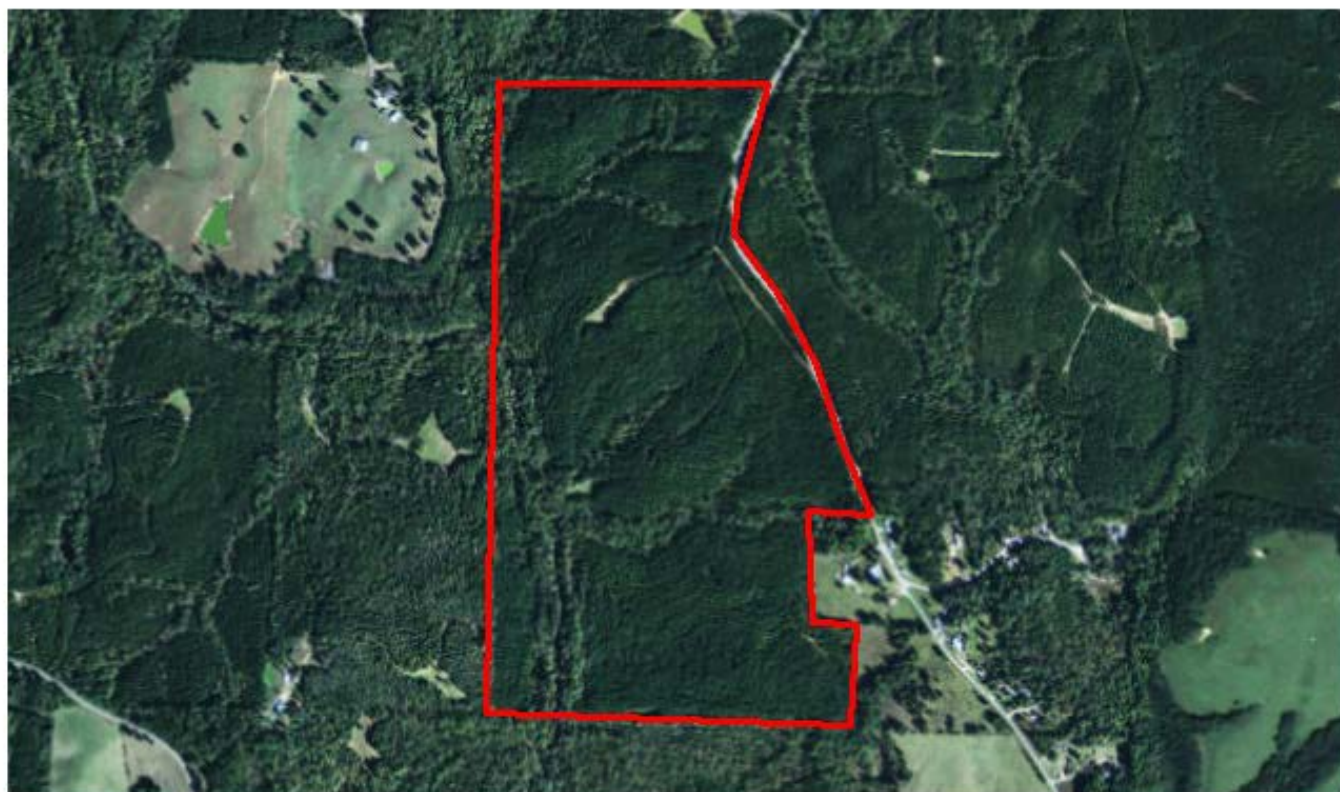


TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7951-A

1:15,000



Prepared by MOP-SELW, LLC

Tract 7951-B

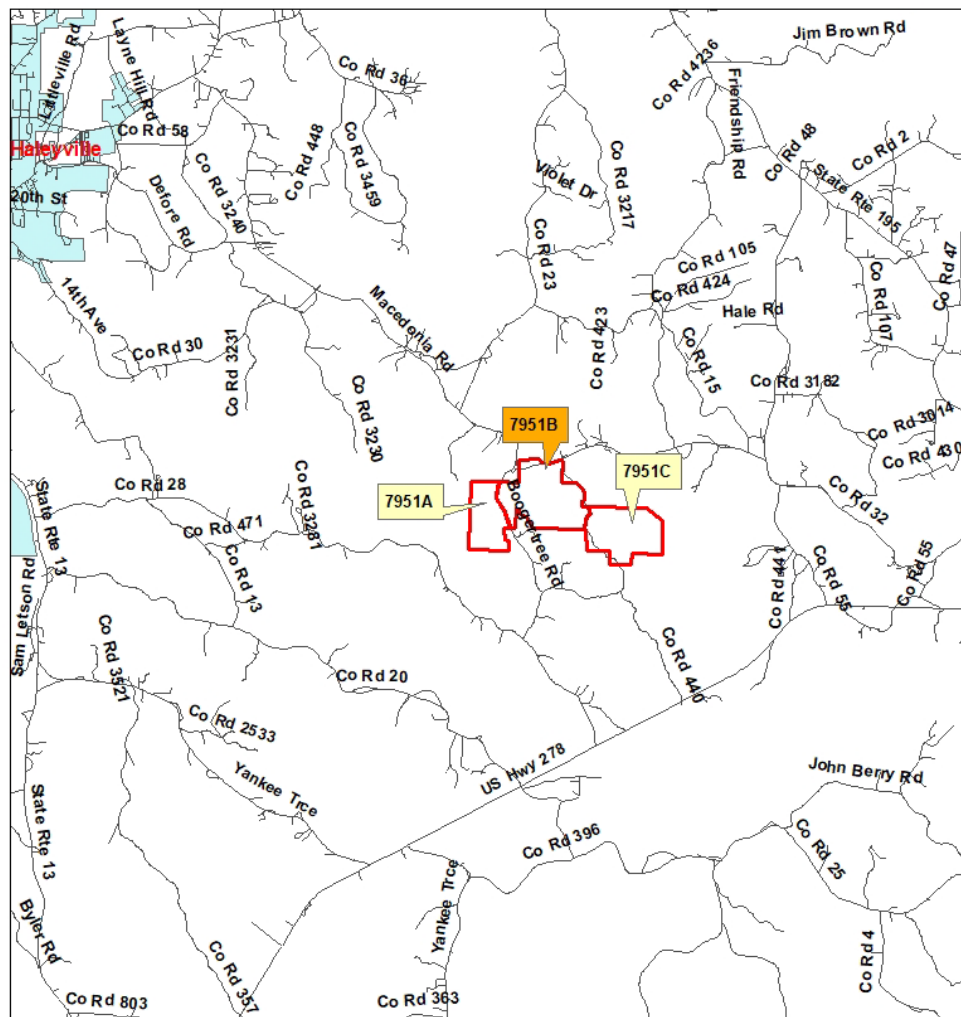
337± Acres – Winston County, Alabama

Bids Due: 10/1/19

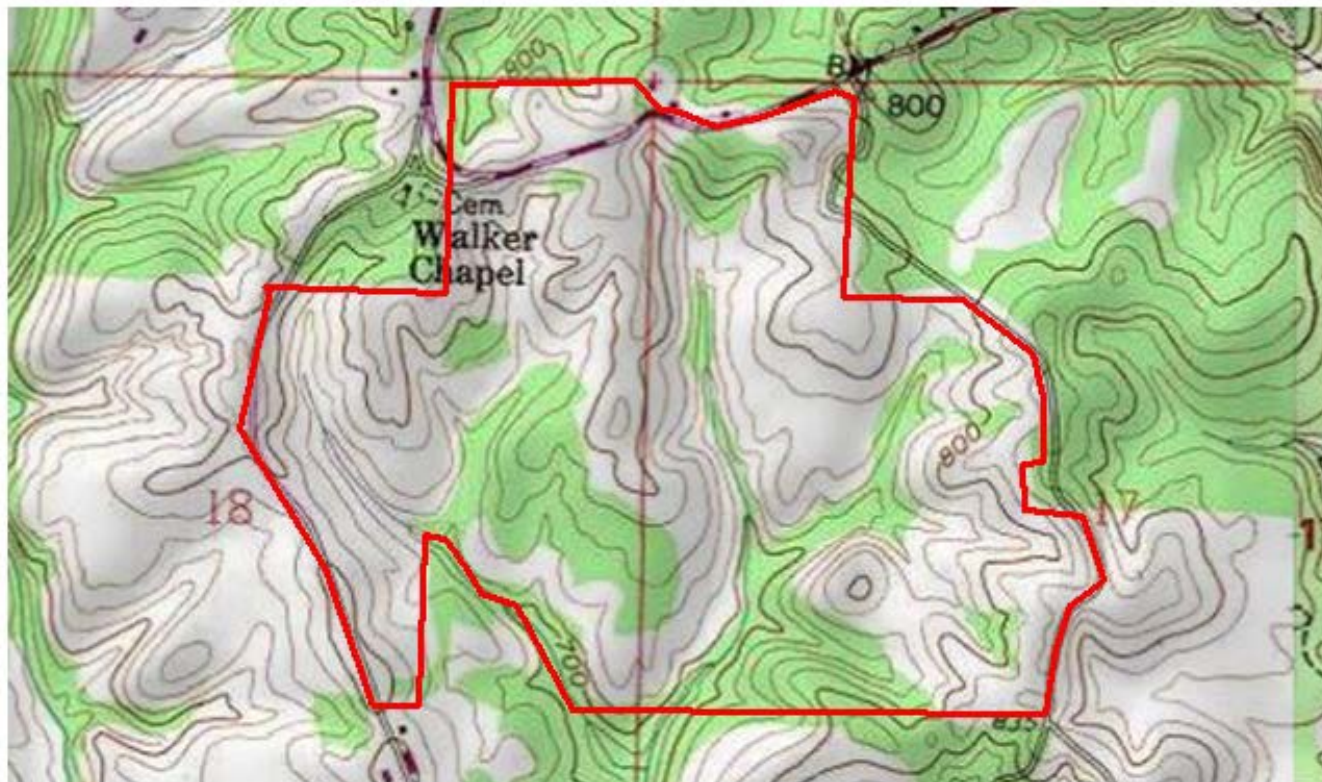
Property Location: From Haleyville, go north on Highway 195/AL-195 toward Adkins Road. Then go 1.14 miles and turn left onto Highway 278/US-278 W/AL-74. Continue for 2.68 miles the turn right onto County Road 55 and continue for 1.51 miles. Turn left to stay on County Road 55 for 0.32 miles. Turn slightly left onto County Road 32 and continue for 1.02 miles. Stay straight on County Road 32 then go 0.80 miles. County Road 32/County Hwy-55 becomes Lower Double Spur Haleyville Road then continue 0.85 miles. If you are on County Road 81 and reach County Road 3054, you've gone about 0.8 miles too far. Property is on the left side of the road in Section 18, T10S, R9W.

Property Description: There are several food plots on the property. Timber is various ages with some recent harvesting. The harvested timber will be site prep sprayed by the Seller prior to closing. Please call one of the Agents if you have questions regarding this process. Hardwood timber is located along the creeks and drains. The tract has paved and gravel county road frontage.

LOCATION MAP

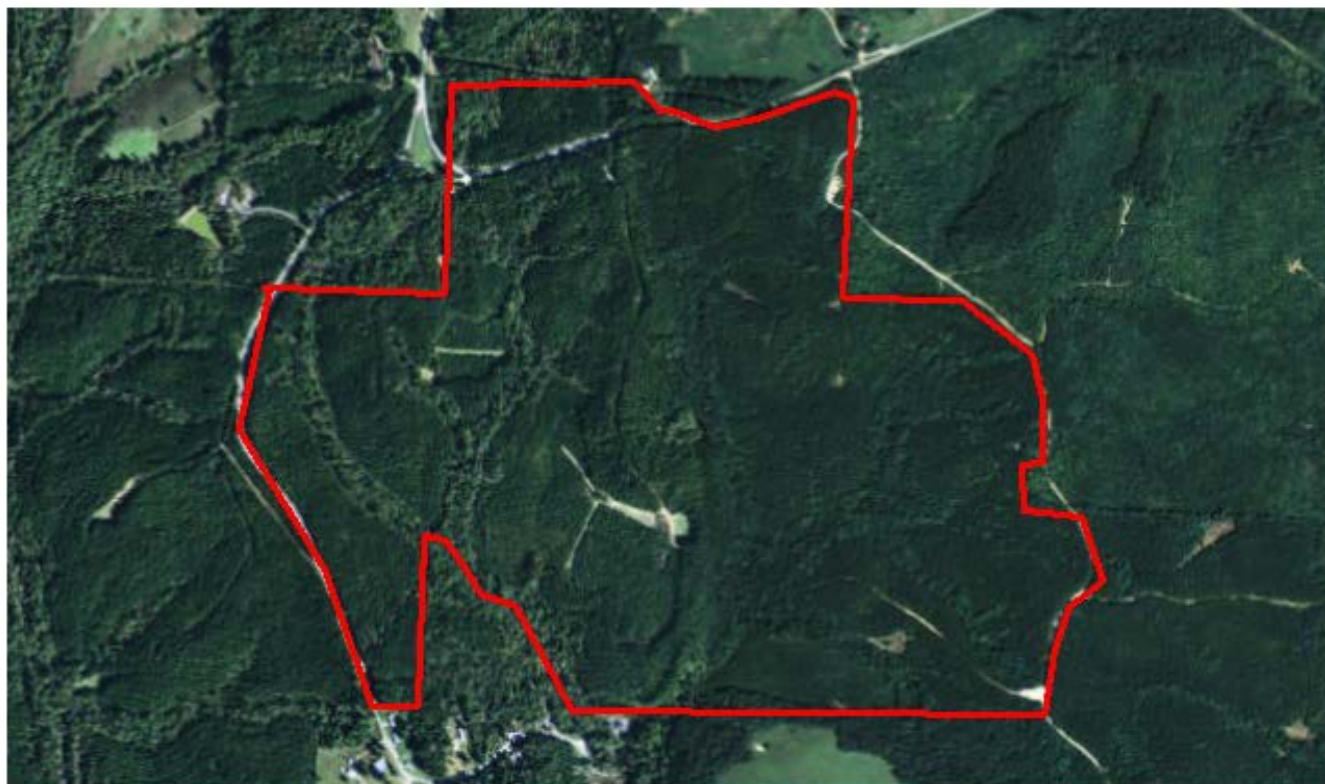


TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7951-B

1:15,000



Prepared by MOP-SELW, LLC

Tract 7951-C

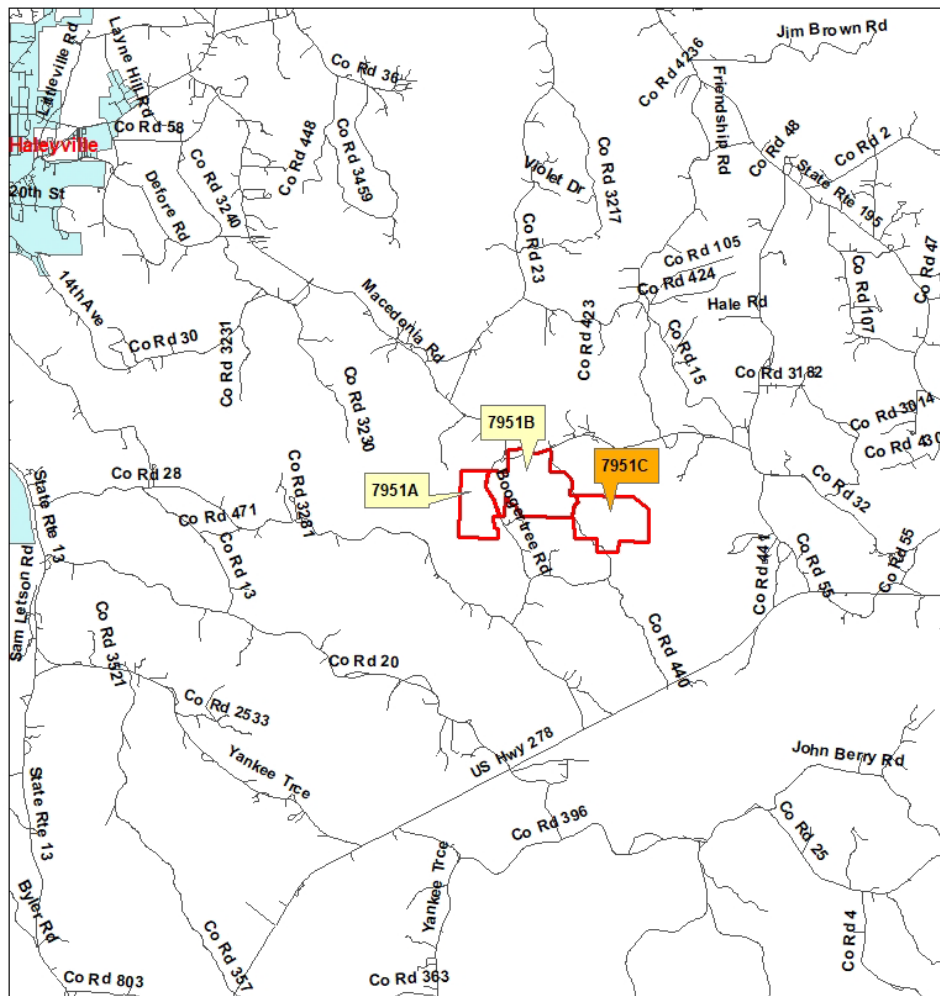
268± Acres – Winston County, Alabama

Bids Due: 10/1/19

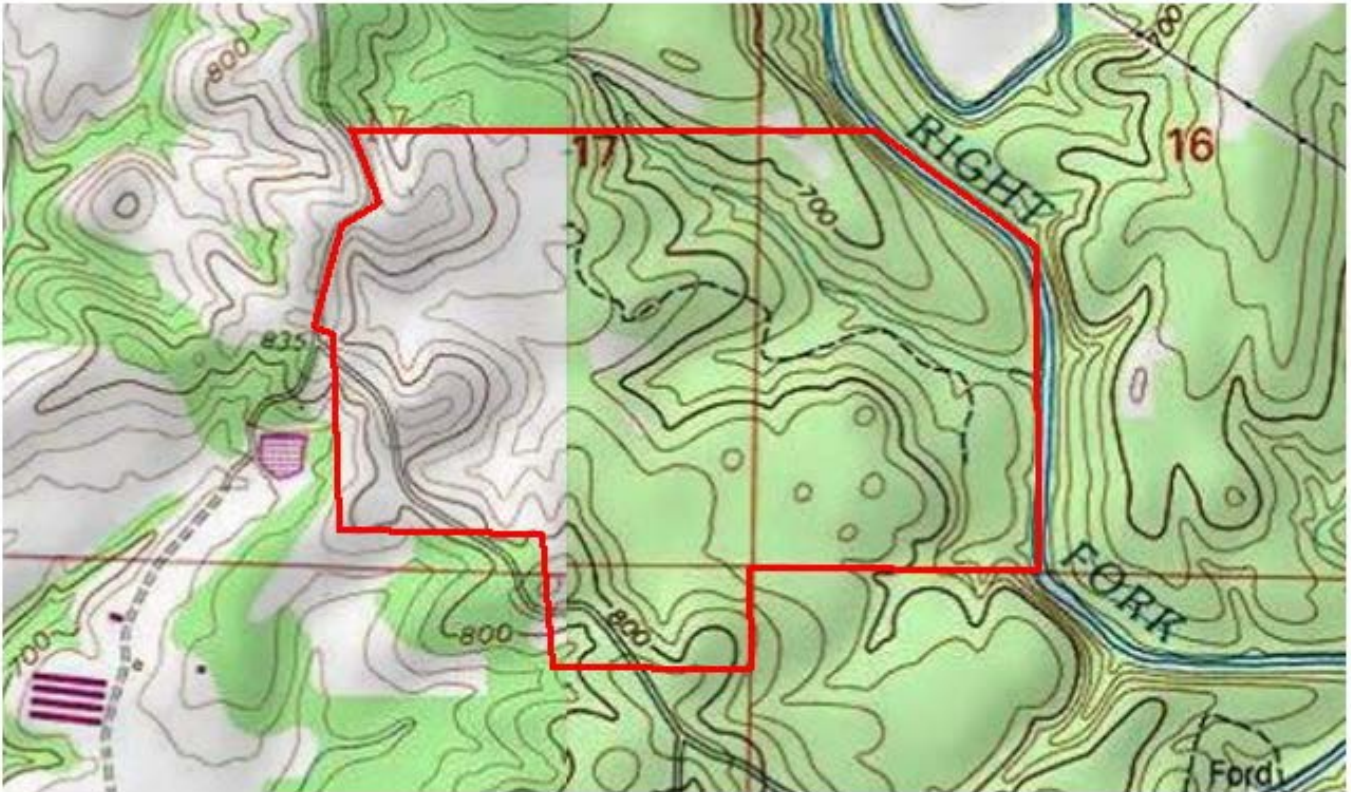
Property Location: From Haleyville, go north on Highway 195/AL-195 toward Adkins Road. Then go 1.14 miles and turn left onto Highway 278/US-278 W/AL-74 and continue for 2.68 miles. Turn right onto County Road 55 and follow for 1.51 miles. Turn left to stay on County Road 55 for 0.32 miles. Turn slightly left onto County Road 32 and then continue 1.02 miles. Stay straight to go onto County Road 32 then continue for 0.80 miles. County Road 32/County Hwy-55 becomes Lower Double Spur Haleyville Road. Go 0.50 miles and turn left onto County Road 440/Hwy 297. Then continue 0.78 miles to County Road 440. If you are on County Road 81A and reach County Road 3053 you've gone about 1.7 miles too far. Property is on the east side (left) of the road in Sections 16 & 17, T10S, R9W.

Property Description: Right Fork Clear Creek is the eastern boundary line for 3/4 mile. The harvested timber will be site prep sprayed by the Seller prior to closing. Please call one of the Agents if you have questions regarding this process. The tract has gravel county road frontage.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7951-C

1:15,000



Prepared by MOP-SELW, LLC

Tract 7953

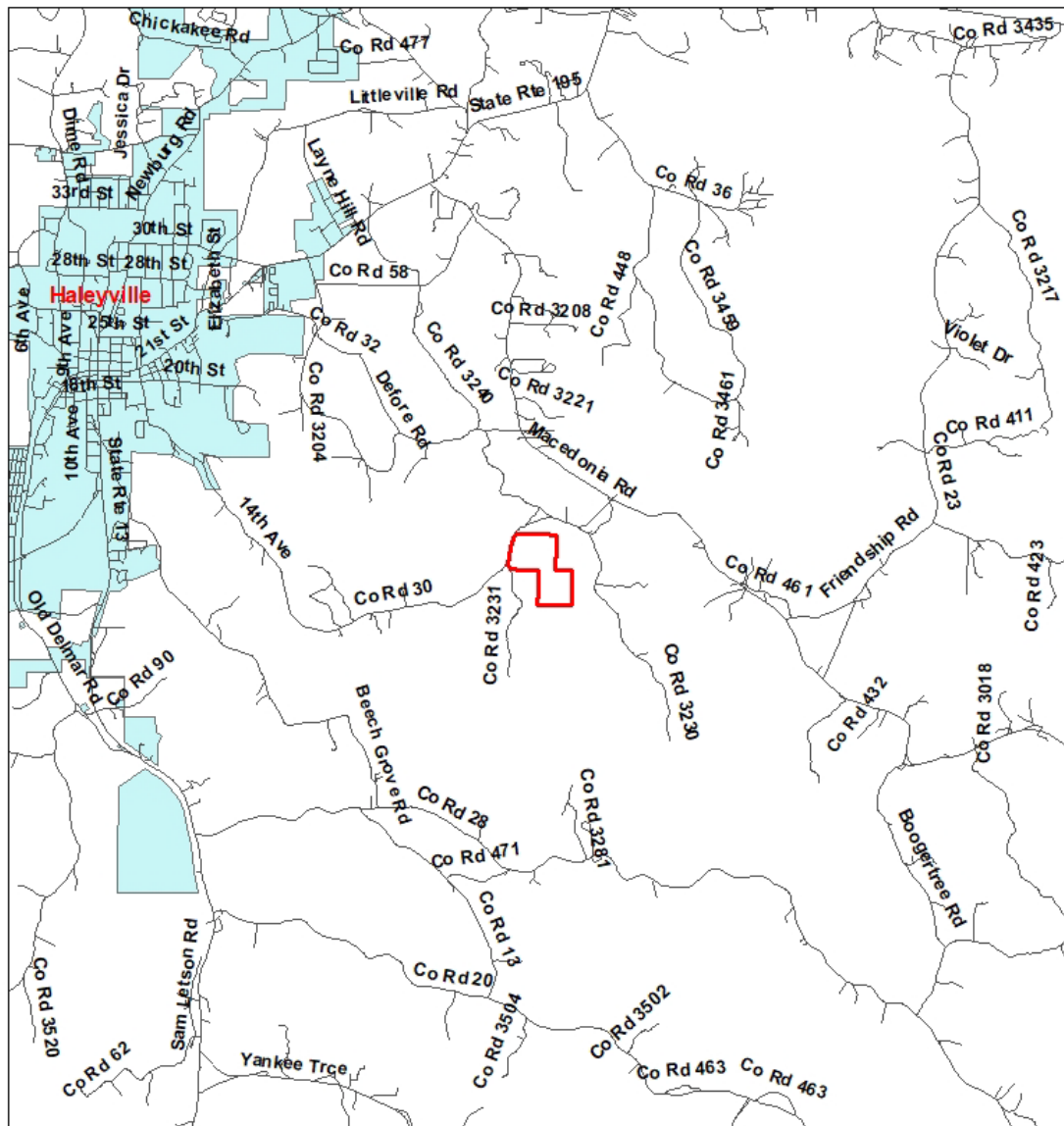
96± Acres – Winston County, Alabama

Bids Due: 10/1/19

Property Location: From Haleyville, go south on 15th Avenue toward 21st Street/AL-195 for 0.21 miles. Turn right onto 21st St/AL-195 then continue 0.02 miles. Take the 1st left onto 14th Avenue then continue 1.12 miles. 14th Avenue becomes County Road 30/County Hwy-30 then continue 2.98 miles. The tract is 0.1 miles past County Road 3231 on the right in Sections 2 & 3, T10S, R10W. If you reach County Road 454 you've gone about 0.2 miles too far.

Property Description: A small creek bisects the property. There is a good stand of merchantable hardwood timber with some pre-merchantable timber as well. The property has paved county road frontage.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7953

1:10,000



Prepared by MOP-SELW, LLC

Tract 7955

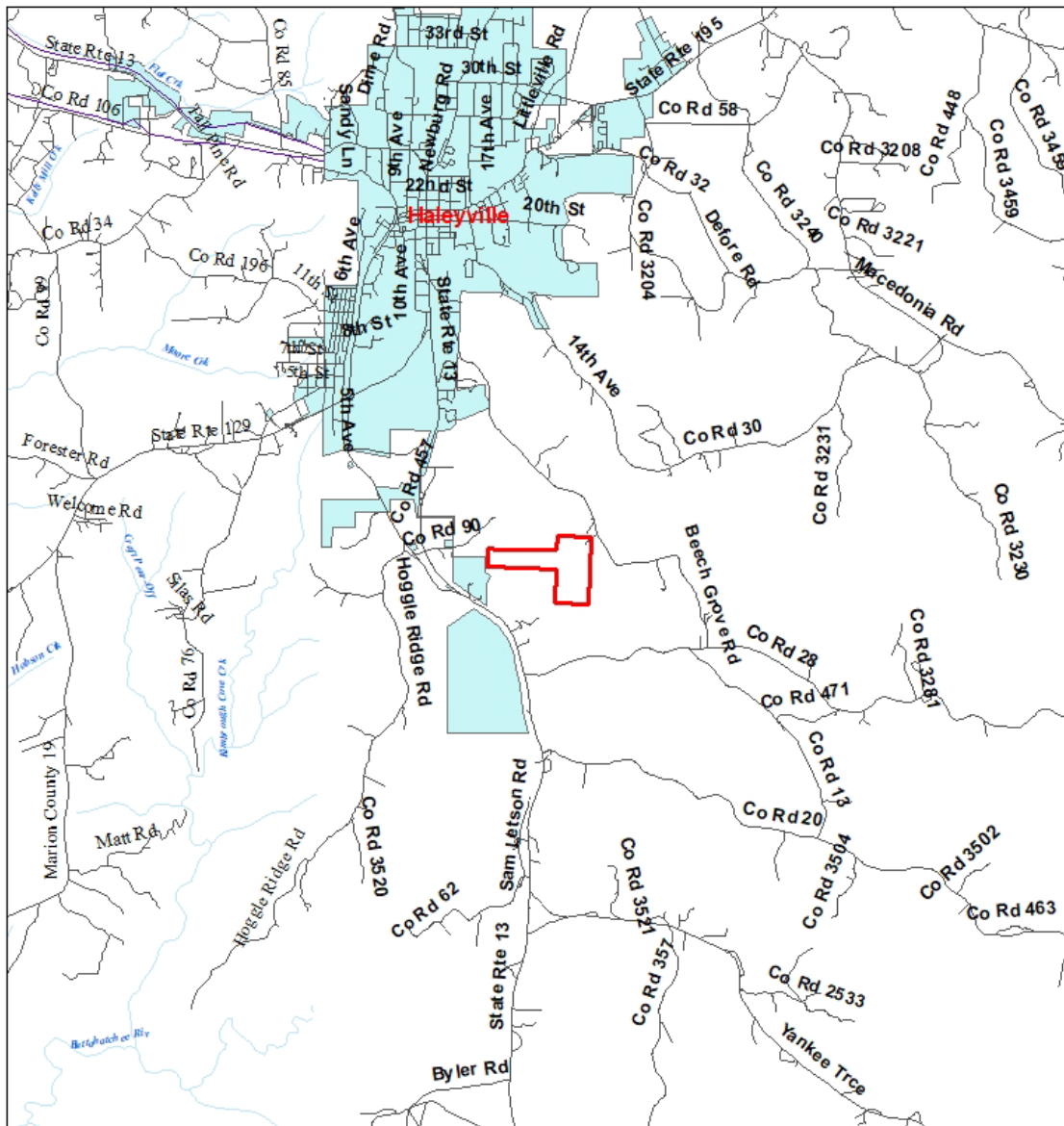
118± Acres – Winston County, Alabama

Bids Due: 10/1/19

Property Location: From Haleyville, go west on 25th Street toward 14th Avenue. Then continue 0.32 miles to Highway 13/AL-13/AL-5. Turn left & continue for 3.97 miles. Turn left onto County Road 28/County Hwy-28 then continue 1.41 miles. Turn left onto Beach Grove Road and continue 1.41 miles to 1296 Beech Grove Road. The tract is located in Sections 8 & 17, T10S, R10W. If you reach Gladys Drive you've gone about 0.1 miles too far.

Property Description: The tract contains a very good stand of un-thinned pine plantation.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7955

1:10,000



Prepared by MOP-SELW, LLC

Tract 7957

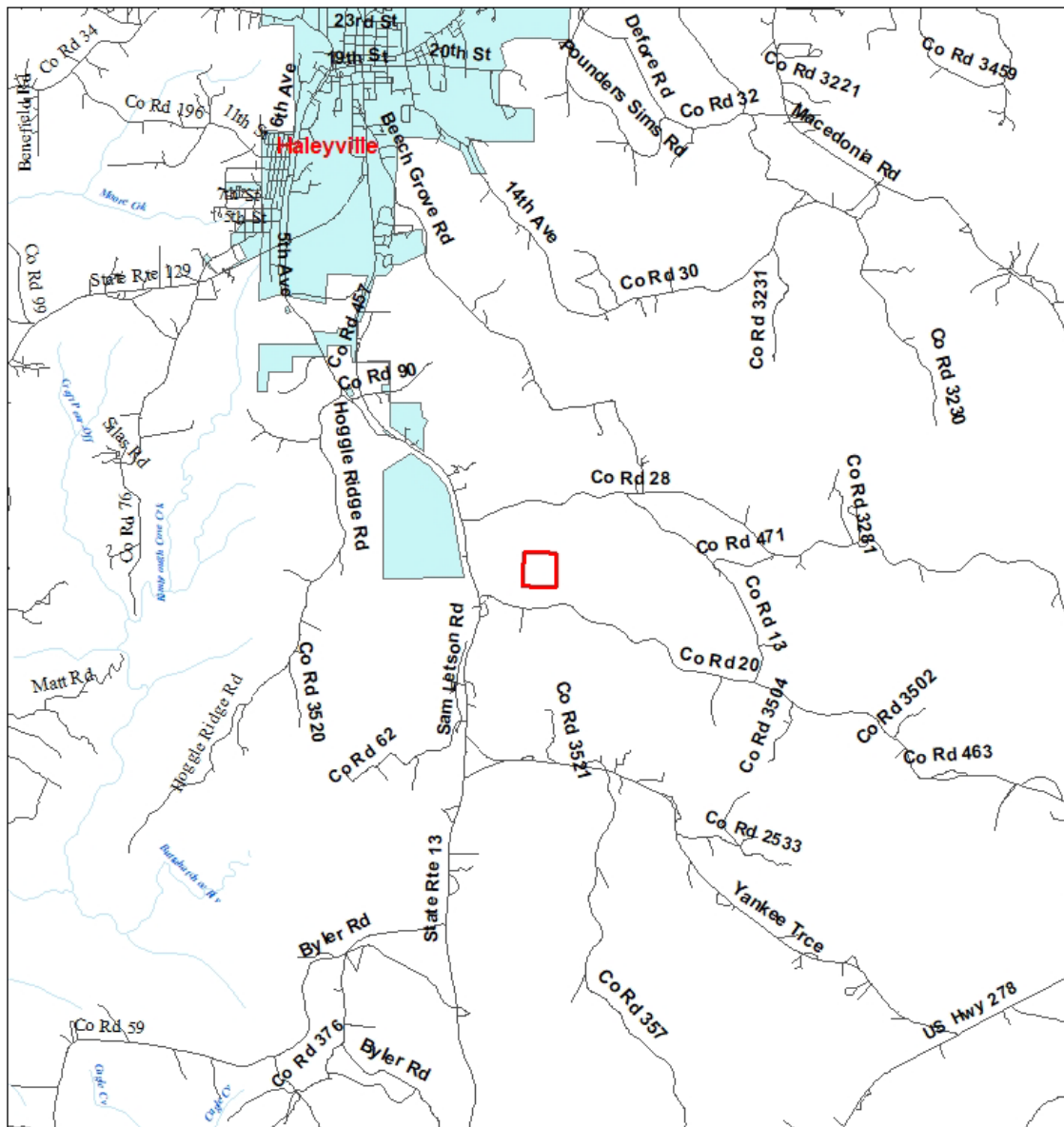
38± Acres – Winston County, Alabama

Bids Due: 10/1/19

Property Location: From Haleyville, go west on 25th Street toward 14th Avenue for 0.32 miles. Turn left onto Highway 13/AL-13/AL-5 for 4.55 miles. Turn go left onto County Road 20 then 0.60 miles to 577 County Road 20 on the right. The tract is located in Section 21, T10S, R10W. If you reach County Road 13 you've gone 1.6 miles too far.

Property Description: Tract 7957 consists of mature hardwood and 10 year old pine plantation. A small creek bisects the property.

LOCATION MAP



TOPOGRAPHICAL & AERIAL VIEWS



Winston County, Alabama - Tract 7957

1:10,000



Prepared by MOP-SELW, LLC

TERMS AND CONDITONS OF THIS INVITATION TO BID

- A. **BID DEADLINE:** Bids will be opened at our office located at 1229 Highway 72 East, Tuscumbia, Alabama. **All bids must be in our office by 2:00 P.M., Tuesday, October 1, 2019.** Bids can be mailed to **Mossy Oak Properties Southeast Land & Wildlife, LLC, 1229 Highway 72 East, Tuscumbia, AL 35674** or delivered in person. Any bid mailed must be received by the bid submission deadline or it will not be considered. **Since an earnest money deposit in the amount of ten percent (10%) is required with the bid, no fax or emailed bids will be accepted.**
- B. **BID FORM AND ACCEPTANCE:** Bids should be submitted in a sealed envelope marked **“WINSTON COUNTY BID SALE”** on the outside. Each bid shall be submitted on the enclosed bid form and signed by the Bidder. Each bid shall constitute a legal and binding offer to purchase in accordance with the terms and conditions of this invitation and the bid form. **The Seller reserves the right to reject any or all bids and the right to waive any defects in any bid.** The Bidder submitting the successful bid will be notified of acceptance on or before 5:00 P.M. on **Thursday, October 3, 2019.** Until that time, each bid will remain a legally binding continuing offer to purchase. Unsuccessful bidders will be notified as soon as possible on **Thursday, October 3, 2019.** **The bid deposit must be a cashier's or certified check and should be made payable to: “MOP-SELW, LLC Escrow Account”** in the amount of ten percent (10%) of the total bid amount. Company or personal checks may be accepted as a bid deposit only with prior approval of the Seller's Broker. The balance of the purchase price must be a cashier's check, certified check, or wire transfer at closing.
- C. **TERMS OF CLOSING:** Seller will provide a Statutory Warranty Deed (“Deed”) conveying unto Buyer all of Seller's rights, title, and interest to the premises, subject to certain permitted exceptions. The Seller will prorate the taxes as of the date of closing, pay for the preparation of the deed, and the Seller's real estate commission. Recording fees, title policy premium, and all other closing costs will be at the expense of the Buyer. The Buyer shall be responsible for any “roll-back” ad valorem taxes and all ad valorem taxes assessed in subsequent property tax years following the tax year of the completion of this sale.
- D. **REAL ESTATE COMMISSIONS:** Buyer and Seller warrants that other than Seller's Broker set out above, the parties warrant that neither has been represented by a Real Estate Agent or Broker, and that **NO COMMISSION other than that due Mossy Oak Properties Southeast Land & Wildlife, LLC by the Seller** is due to be paid by either party. Any such commission obligated by either party shall be the sole liability of the party creating such obligation. The provisions of this paragraph will survive the closing of the sale.
- E. **CLOSING DATE AND LOCATION:** The successful Buyer will be required to close the purchase of the property and pay the balance of the purchase price **no later than December 15, 2019** or earlier at Seller's option. The sale will be closed at a location mutually agreed upon by the Seller and Buyer.
- F. **OFFER IS BINDING:** Any offer accepted by the Seller shall be binding on the Seller, the Buyer, and the heirs, legal representative, and assigns of each.
- G. **AS-IS CONDITION:** Buyer has inspected the premises and understands that the premises are being sold “as is” and in its present condition without warranty or representation of any kind, express or implied by Seller or Broker, and Buyer acknowledges that Seller has not agreed to perform any work on or about the premises as a condition to Buyer's purchase of same. Buyer assumes all risks with respect to the physical condition of the premises and the income and expenses attributable thereto.
- H. **DEFAULT:** In the event the Buyer fails to carry out and perform the terms of this agreement, the earnest money (bid deposit) as shown herein shall be forfeited as liquidated damages at the option of the Seller, provided that the Seller agrees to the cancellation of this contract, or Seller may elect to pursue any other legal or equitable remedies under Alabama law, including without limitation, breach of contract, and/or specific performance.

- I. **LUMP SUM BID:** Your bid will be a lump sum amount for each tract. The bid deposit will be based on 10 percent (10%) of your bid.
- J. **MINERALS:** Seller will convey any mineral rights they may own. No guarantee is given on any mineral rights ownership.
- K. **HUNTING LEASES:** Most of the property is under a current hunting lease. The lease will be cancelled within 10 days after closing.

ADDITIONAL INFORMATION

Showing Instructions:

Agents of Mossy Oak Properties Southeast Land & Wildlife, LLC will be available to show the property to any prospective bidder by appointment. Bidders may also visit property on their own. Appointments should be made by contacting the following Agents. If you choose to visit on your own, please notify an Agent before entering the property.

Nathan McCollum	256-345-0074	nmccollum@mossyoakproperties.com
Cameron Isbell	256-483-8134	cisbell@mossyoakpropertis.com
Elton Coley	256-366-0575	ercoley@mossyoakproperties.com

Agency Relationship:

Mossy Oak Properties Southeast Land & Wildlife, LLC (Sellers' Broker) represents the Seller of the property being offered for sale.

Due Diligence:

The inspection of the property and matters affecting the property, i.e., quantity and quality of road frontage, acreage, zoning, soils, assessments, legal documents, timber volumes and values, encroachments, etc. are the responsibility of the Buyer.

BIDDING INSTRUCTIONS

BID SUBMISSION DEADLINE: Tuesday, October 1, 2019 at 2:00 P.M.

The undersigned hereby agrees to purchase the tract(s) of real estate which are offered for sale by this invitation for the amount entered on the bid form.

Accompanying this bid is an earnest money deposit in the amount of ten percent (10%) of the undersigned's bid, which will be applied to the purchase price of the property if the bid is accepted. The successful bidder will be notified of the acceptance on or before 5:00 P.M. on **Thursday, October 3, 2019**. It is further understood and agreed that this bid will remain a legally binding and continuing offer to purchase during this period. Unsuccessful bidders will be notified on or before **Thursday, October 3, 2019**, and the bid deposit will be returned, by regular mail, without interest, promptly thereafter. The undersigned also certifies that he/she received a copy of the Invitation to Bid and understands the terms and conditions found in the document and does hereby incorporate by reference those terms and conditions in this offer to purchase. Neither Mossy Oak Properties Southeast Land & Wildlife, LLC nor the Seller provides any warranties or guarantees, expressed or implied on the accuracy of the information provided in this sale prospectus. Maps are approximate representation of the actual ownership and acreage and should not be viewed as a survey. Buyer also represents that he/she has not dealt with any other Broker in connection with this transaction. The Seller, nor the Broker, has any knowledge that any other party claims a commission on the sale of this property.

CONDITION OF PROPERTY: Seller makes no representations regarding the status or condition of the property. Buyer acknowledges that Buyer has physically and personally inspected the property prior to executing this contract and that Seller has not made and does not make any representations or warranties, either express or implied, as to the condition of the property and whether there exists any toxic or hazardous substance or waste (including, but not limited to, radon gas), or other substance of any kind on the property and Seller has made no such representations or warranties. Furthermore, Buyer does hereby waive and releases Seller, their successors and assigns and agents from any liability of any nature on account of loss, damage or injury as a result of any past, present, or future soil, surface and/or subsurface conditions, known or unknown (including, without limitation, sinkholes, underground mines, tunnels, limestone formations, and deposits) under or upon the property or any property surrounding, adjacent to, or in close proximity to the property. The foregoing provisions shall survive the delivery of the deed.

REAL ESTATE COMMISSIONS: The parties hereto warrant that neither has been represented by a Real Estate Agent or Broker, and that **NO COMMISSION** is due to be paid by either party other than the Seller's obligation to **Mossy Oak Properties Southeast Land & Wildlife, LLC**. Any such commission obligated by either party shall be the sole liability of the party creating such obligation. The provisions of this paragraph will survive the closing of the sale.

BID FORM

BID SUBMISSION DEADLINE: Tuesday, October 1, 2019 at 2:00 P.M.

The undersigned hereby agrees to purchase the property offered for sale by this Invitation to Bid for the dollar amount entered below:

Tract 7938 – Containing 48± Acres

I/We bid _____ (\$ _____)

Tract 7940 – Containing 51± Acres

I/We bid _____ (\$ _____)

Tract 7951-A – Containing 173± Acres

I/We bid _____ (\$ _____)

Tract 7951-B – Containing 337± Acres

I/We bid _____ (\$ _____)

Tract 7951-C – Containing 268± Acres

I/We bid _____ (\$ _____)

Tract 7953 – Containing 96± Acres

I/We bid _____ (\$ _____)

Tract 7955 – Containing 118± Acres

I/We bid _____ (\$ _____)

Tract 7957 – Containing 38± Acres

I/We bid _____ (\$ _____)

BIDDER'S NAME AND ADDRESS:

Name: _____

Phone: _____

Address: _____

Fax: _____

E-Mail: _____

BIDDER'S SIGNATURE

**ALABAMA AGENCY DISCLOSURE
WORKING WITH A REAL ESTATE BROKER
[THIS IS NOT A BINDING CONTRACT]**

***Alabama law requires you, the consumer, to be informed about the types of services that real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.**

- **A SINGLE AGENT** is a licensee who represents only one party in a sale. This is a single agent represents his or her Client. The Client may be either the Seller or the Buyer. A Single Agent must be completely loyal and faithful to the Client.
- **A SUB-AGENT** is another agent/licensee who also represents only one party in a sale. A Sub-Agent helps the Agent represent the same Client. The Client may be either the Seller or the Buyer. A Sub-Agent must also be completely loyal and faithful to the Client.
- **A LIMITED CONSENSUAL DUAL AGENT** is a licensee for both the Seller and the Buyer, and can only be done with the written, informed consent of all parties. This type of Agent must also be loyal and faithful to the Clients, except where the duties owed to the Clients conflict with one another.
- **A CONTRACT BROKER** assists one or more parties in a sale. A Contract Broker is not an agent and does not have the same obligations as an Agent. The Contract Broker and Licensee working with him or her perform the services set out in their contract.

***Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:**

1. To provide services honestly and in good faith,
2. To exercise reasonable care and skill,
3. To keep confidential any information gained in confidence unless disclosure is required by law or duty to a Client, the information becomes public knowledge, or disclosure is authorized in writing
4. Present all written offers promptly to the Seller, and
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things that the licensee may do to assist you, the consumer. Some examples are:

1. Provide information about properties
2. Show properties
3. Assist in making a written offer
4. Provide information on financing

You should choose the type of service that you want from a Licensee and sign a Brokerage Service Agreement. If you do not sign the agreement, by law, the licensee is working with you as a Contract Broker.

The Licensee's Broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the Real Estate Licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

BROKERAGE SERVICE AGREEMENT

I acknowledge that the services offered by Mossy Oak Properties Southeast Land & Wildlife, LLC has been explained to me and request the following service as indicated below:

- ☐ Single Agency - Seller
- ☐ Single Agency - Buyer
- ☒ Contract Brokerage Consumer
- ☐ Limited Consensual Dual Agent

Agents:	NATHAN McCOLLUM	License #: 92179
	CAMERON ISBELL	License #: 112539
	ELTON COLEY	License #: 18518

Signature of Licensee

Date

Consumer Name

Signature of Buyer

Date