



Tennessee Timber Consultants, LLC  
P.O. Box 10066  
Jackson, Tennessee 38308  
Cell: (731) 234-6400  
David@tennesseetimber.com

June 8, 2026

## Cleveland Timber Sale

Bids to be opened Thursday, July 16, 2026, at 11:00 a.m.

### Attention Buyers of Standing Timber,

Beverly Cleveland has authorized Tennessee Timber Consultants, LLC to serve as her agent in the sale of certain hardwood sawtimber and pulpwood located on her property west of Stanton in Haywood County, Tn. This is the same property recorded in the Haywood County Courthouse in Deed Book RB259 Page 728, Map 135, Parcel 027.00. **This timber was marked by David Mercker.**

#### General Description of the Sale

The timber is located on property containing approximately 492+/- acres. The actual woodland sale area is estimated at **81 acres** containing approximately **338,291 board feet (Doyle Scale) of hardwood sawtimber**. This is a nice collection of large bottomland hardwood timber. The cherrybark oak are outstanding. Most of the hickory are smooth-bark (bitternut) and are very good grade. The "other red oak" and ash are fine trees too. The average tree size is large, averaging **328 bf/tree**. The average volume is estimated at **4,176 bf/ac**.

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

#### Location and Access

Inspection and logging access is directly off of Keeling Rd. There are two logging accesses, one on each side of the Little Muddy Creek. On the east side of the creek, the farmer will allow a 20' year around access along the field edge. Two small terraces will need to be crossed with the log trucks and must be built back upon conclusion. The log landing will be on the high ground in the Northeast corner of the woods. On the west side of the creek, the county road commissioner has agreed that loggers may temporarily place a 24" culvert at the designated spot to then cross into the SE corner of the field to access the log landing inside the woods at the SW corner of the woods. Trees were marked for clearing at each of the two log landings.

GPS coordinates for the property: 35.4401282, -89.4483576

## **Sale Description**

The sale includes the area shown on the attached map. Pink flagging is used to denote the property line in the NE corner. Only trees marked with **orange paint** at approximately head height and below the stump line are eligible for harvest.

- Trees marked with a horizontal stripe were considered sawtimber
- White oaks marked with a "V" were considered to have butt-logs exhibiting Prime or 3-face veneer characteristics
- Trees marked with a slash were considered pulpwood. Pulpwood stumps were not marked
- Trees marked with an "X" were considered culls

Several nice younger residual growing stock oak trees exist and loggers are expected to avoid damaging these trees. Many have been flagged with purple ribbon to draw attention.

This is not a wet-weather tract. Purchaser must take precautions to prevent damage to residual trees. Excessive rutting and damage to residual timber will not be permitted. SMZ's have not been marked. **BMP's must be applied throughout the sale.**

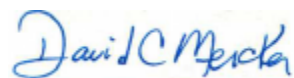
## **Terms of the Sale**

Sealed bids, submitted on a lump sum basis only, will be accepted until **11:00 A.M on July 16, 2026** 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 and join us for lunch. Bids also may be submitted by phone call or text (to: **David Mercker 731-234-6400, or Austin 731-608-2933**) on the attached or similar Bid Offer Form. 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 David if you have any questions relative to this sale.

Sincerely,



David C. Mercker, Ph.D., CF  
Tennessee Timber Consultants, LLC

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

# Cleveland 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>Species</b>	<b># Trees</b>	<b>BF Volume***</b>	<b>Avg/Tree</b>
Hickory	293	87,515	299
Red Oaks*	174	78,310	450
Sweetgum	219	75,385	344
Ash	180	47,920	266
White Oak**	72	27,021	375
Yellow Poplar	9	4,100	456
Overcup/Post Oak	5	1,855	371
Black Cherry	3	485	162
Mixedwood****	75	15,700	209
<b>Total</b>	<b>1,030</b>	<b>338,291</b>	<b>328</b>

\*58% of the Red Oak volume (45,480 bf) is cherrybark

\*\*White oak includes 10 veneer trees having 1,506 bf of veneer (805 prime and 701 select veneer)

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

\*\*\*\*Includes elm, hackberry, honey locust, red maple, blackgum, cottonwood, box elder, and sycamore

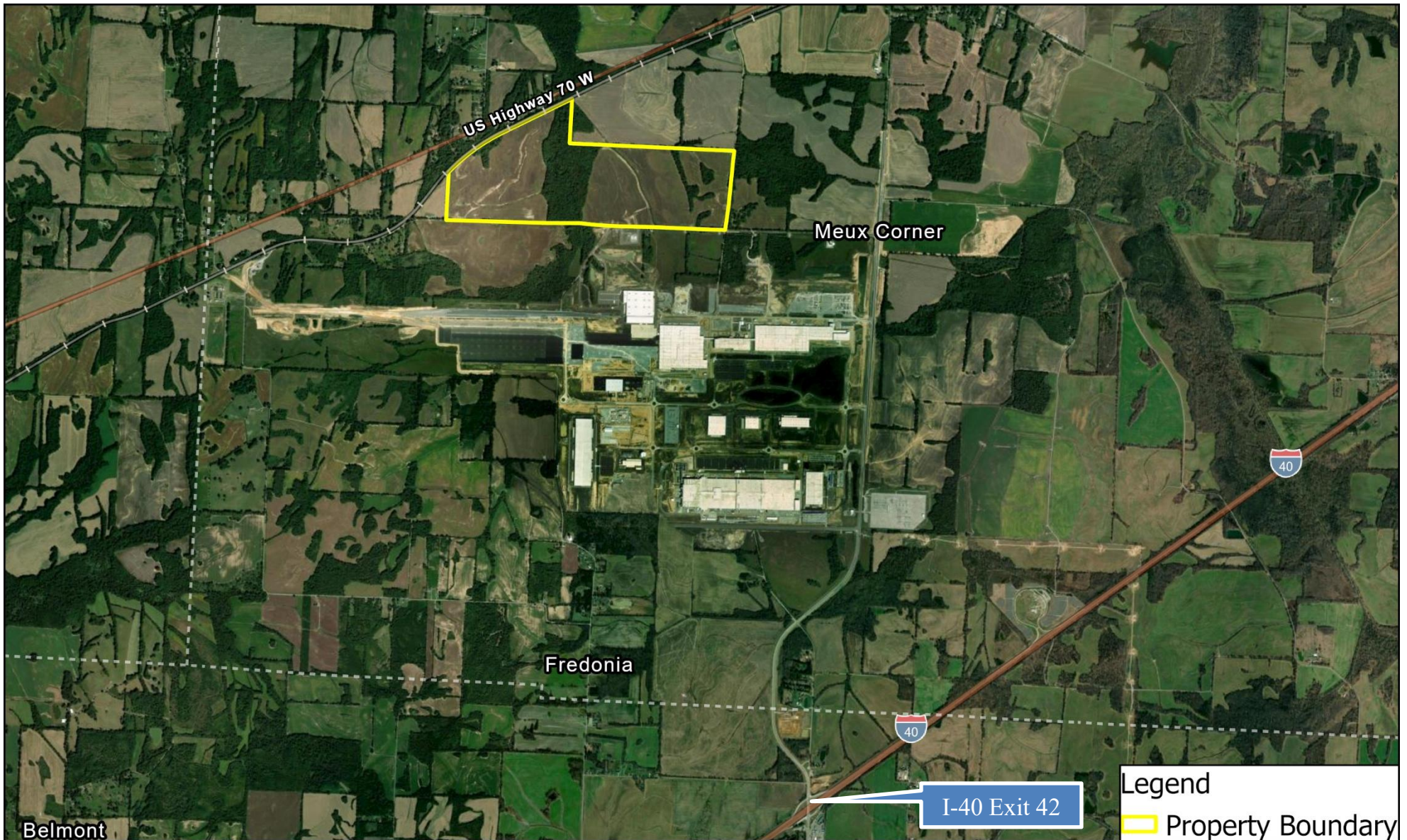
There are 123 cull trees marked with an "X"

## 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 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 **October 31, 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 four 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 492+/- acre property of Beverly Cleveland along Keeling Rd. in Haywood County, Tennessee. Within the sale areas totaling an estimated 81 acres, only those trees designated for harvest by Tennessee Timber Consultants with orange paint at head height and below the stump line 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. 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.

## Sale Terms and Conditions

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. Purchaser shall include Beverly Cleveland as an additional insured on their General Liability policy.
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.



**Legend**  
 Property Boundary



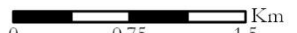
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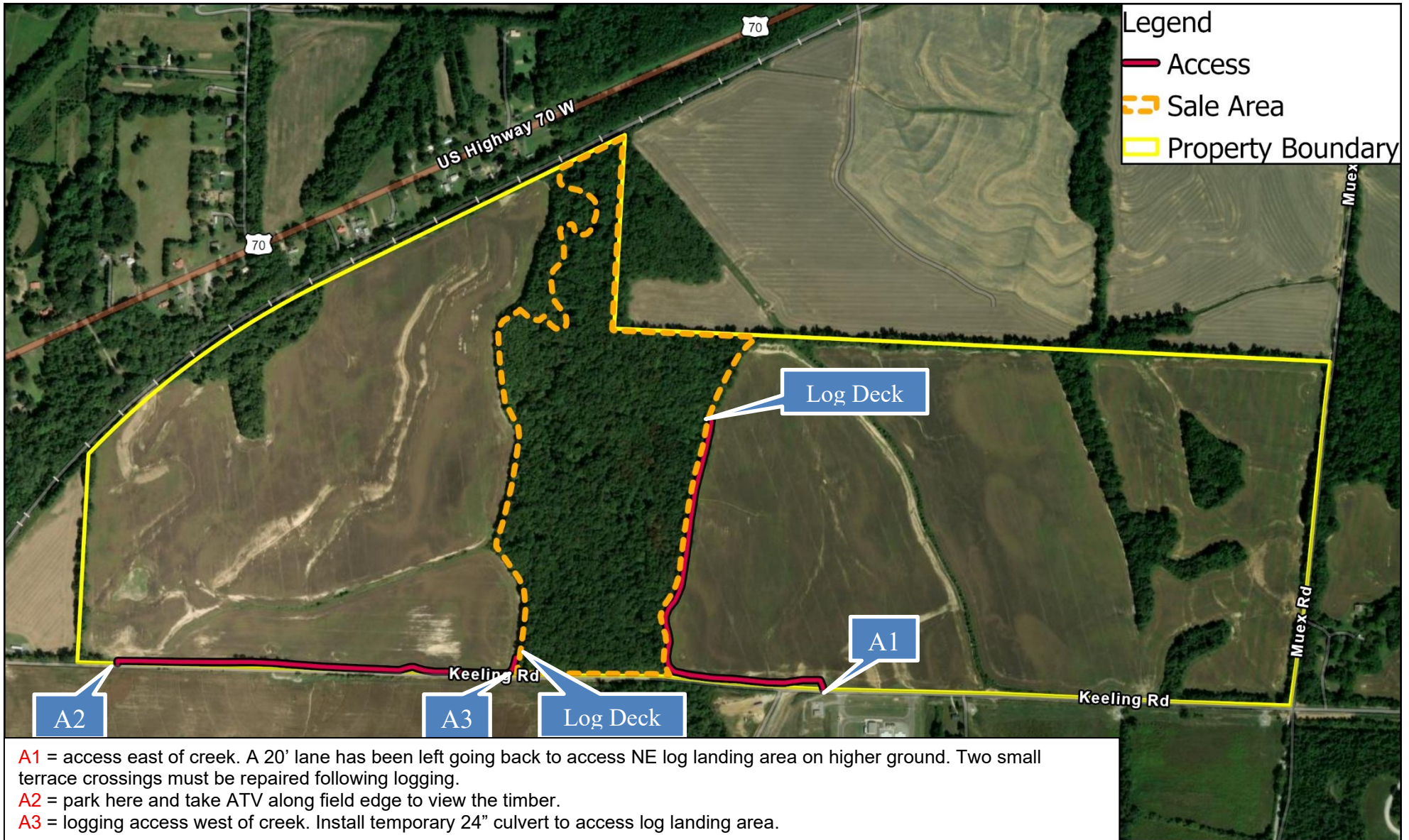

# Cleveland Tract

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

2026

Coordinate System: NAD 1983 UTM Zone 16N

**Legend**  
  
  




**A1** = access east of creek. A 20' lane has been left going back to access NE log landing area on higher ground. Two small terrace crossings must be repaired following logging.

**A2** = park here and take ATV along field edge to view the timber.

**A3** = logging access west of creek. Install temporary 24" culvert to access log landing area.

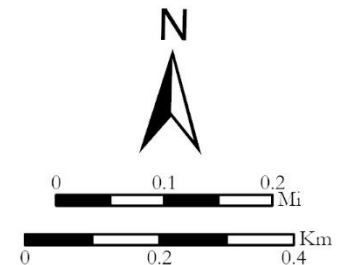


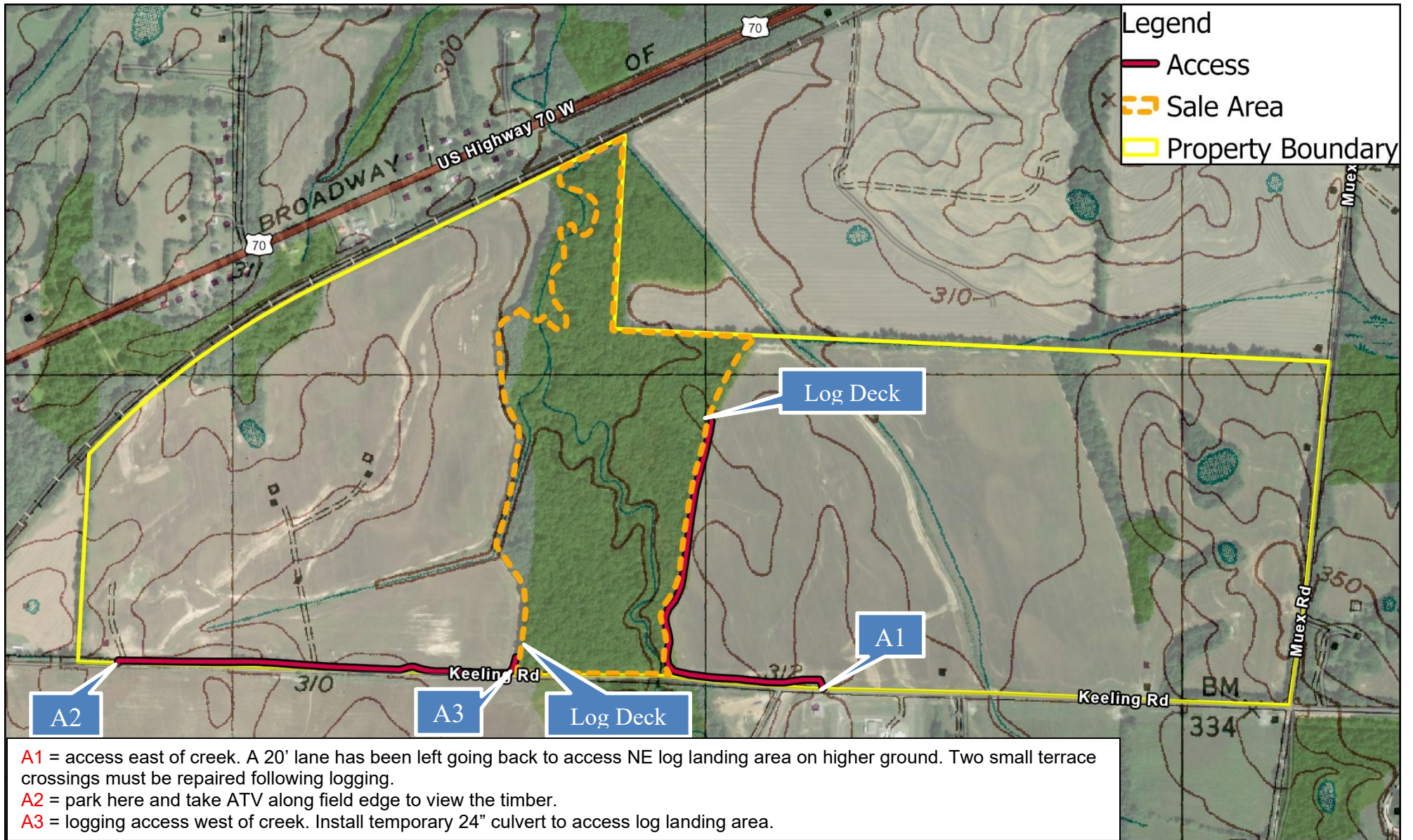
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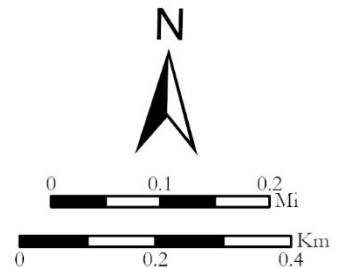


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**Cleveland Timber Sale  
Bid Offer**

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Date \_\_\_\_\_

For, and in accordance with the invitation to bid for certain timber offered for sale by Beverly Cleveland in Haywood 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 \_\_\_\_\_

(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.)