



333 Beechwood Drive  
Burns, Tennessee 37029  
615-498-8700 (cell)  
615-375-1370 (office/fax)  
[jonathan@arborspringsforestry.com](mailto:jonathan@arborspringsforestry.com)

October 24, 2014

## McKeon Timber Sale Notice

*Bid Opening: Tuesday, November 18, 2014 at 10:00 AM CDT*

Attn: Buyers of Standing Timber,

Mr. Joe McKeon has authorized Arbor Springs Forestry to serve as his agent in the sale of said hardwood timber located on his property near Woodlawn in Montgomery County, TN. The property is identified as Control Map 094 Parcel 001.02.

### **General Description of Sale:**

This is a +/- 29.07 sale unit of which 22.70 acres has been flagged with orange flagging to be "clearcut." There is +/- 7 acres of marked timber that is marked with blue paint. There is an estimated **101,791 bdf** of hardwood sawtimber, **590 tons** of hardwood pulp/topwood and **150 tons** of Red cedar. All hardwood sawtimber trees average 101 bdf/tree. Red oak makes up 50% of the total volume, followed by Yellow poplar (26 %), and Hickory (13%). The clearcut sale boundaries are marked with **ORANGE FLAGGING** which are inside of the property boundaries. Property boundaries are identified with fence and pink flagging.

The access road to the timber is located across the road from mailbox 3766. This tract would serve as an excellent winter time job.

### **Location:**

The tract is located at 3766 Blooming Grove Road in Woodlawn, Tennessee. **Access from Highway 79 (Woodlawn): from said Hwy. 79 travel south on TN 233 for approximately 4.0 miles; turn right onto Blooming Grove Road and travel another 1.6 miles. The access road will be located on the right just past Mailbox #3766. Travel thru the closed gate and the timber will be located at the top of the ridge** (See attached sale map).

### **Sale Description:**

The clearcut sale unit includes the area highlighted in red on the attached map. The marked sale unit includes the area highlighted in blue. There are 22.70 acres of clearcut timber and +/- 7 acres of marked timber. Within the clearcut unit, a 10 BAF prism cruise was performed to derive the volume estimates. Within the marked timber, a 100% tally was performed; therefore each tree to be harvested is marked with **BLUE PAINT** at dbh and below stump level. The clearcut sale unit boundaries are well marked with **ORANGE FLAGGING**. All trees within the clear cut unit are eligible for harvest but not required to be felled. Any merchantable product found in the trees can be removed at the option of the buyer. The

location of all roads, skid trails, and logging decks must be approved in advance by the owner or agent.  
**BMP's must be applied throughout the sale.**

Bidders are welcome to look at the timber at your convenience. We would also be happy to meet with you on an appointment basis to show you the timber.

**Terms of Sale:**

**BID OPENING:** Sealed bids on a submitted lump sum basis only will be accepted until **9:30 am on morning of the bid on Tuesday November 18, 2014** at which time they will be opened. The bid opening will be held at **333 Beechwood Drive, Burns, TN (Arbor Springs Forestry office location)**. Buyers are welcome to attend the bid opening and join us for breakfast. Bids may also be submitted by mail, fax, or email on the attached or similar Bid Offer Form, but must be received no later than **9:30 AM on November 18, 2014**. (Morning of the bid). Please call if sending a fax to ensure it was received.

**PERFORMANCE BOND:** The Successful Bidder shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of **\$1,500.00**. This will be due at contract signing.

**PAYMENT:** 100% of payment for said timber is due at contract signing by **December 5, 2014**.

Notes:

- The attached volumes are estimates only. Bidders should satisfy themselves as to the quality and quantity of the said timber.
- The prism cruise shows 1,441 individual pulp trees and 1,103 Cedar trees. The average dbh of the Cedar is 7.9 inches.
- All trees within the clearcut unit are eligible for harvest but not required to be felled.
- The acreage for the clearcut unit was determined with a hand held GPS. The acreage is accurate within +/- .10 of an acre.

**THE OWNER AND/OR AGENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.  
ONLY THOSE SUBMITTING A BID WILL BE ADMITTED TO THE BID OPENING.**

Again you are welcome to inspect the tract at your convenience. Feel free to contact me if you have any questions relative to this sale.

Sincerely,

*Jonathan Boggs*

Jonathan Boggs  
Arbor Springs Forestry  
615-498-8700

**McKeon Timber Sale**

**Volume Summary**

**29.70 +/- acres**

**Doyle FC 78**

<b>Species</b>	<b># of Trees</b>	<b>Bdft Volume</b>	<b>Average/Tree</b>
Red oak	402	50,852	126
Yellow poplar	193	27,295	141
Hickory	172	13,264	77
Chickipin Oak	23	884	38
Hard maple	19	1,514	80
Ash	5	610	122
Black cherry	2	223	112
Post oak	57	3,301	58
White oak	27	3,848	143
<b>Total</b>	<b>900</b>	<b>101,791</b>	<b>113</b>

<b>Hardwood Pulp</b>	<b>590 tons</b>
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<b>Red Cedar</b>	<b>150 tons</b>
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**Notes:**

**\*Cruise shows 1441 individual pulp trees (6-11" dbh) and 1103 cedar trees (average dbh=7.9)**

**\* All trees within the Orange Falgging are eligiable for harvest, but not required to harvest.**

**\* The above Volumes are estimates only. Bidders should satisfy themselves to the quantity and quality of said timber.**

**\* A 10 BAF prism cruise was used to determine volumes in clearcut unit. Within the marked timber unit the trees were 100% tallied**

**\* Volumes for each unit follows:**

Clearcut Volumes (22.70 acres)

<b>Species</b>	<b># of Trees</b>	<b>Bdft Volume</b>	<b>Average/Tree</b>
Red oak	327	34,662	106
Yellow poplar	184	24,078	131
Hickory	166	12,447	75
White oak	25	3,584	143
Post oak	57	3,301	58
Hard maple	18	1,221	68
Chickipin Oak	23	884	38
Ash	3	256	85
Black cherry	2	223	112
<b>Total</b>	<b>805</b>	<b>80,656</b>	<b>100</b>

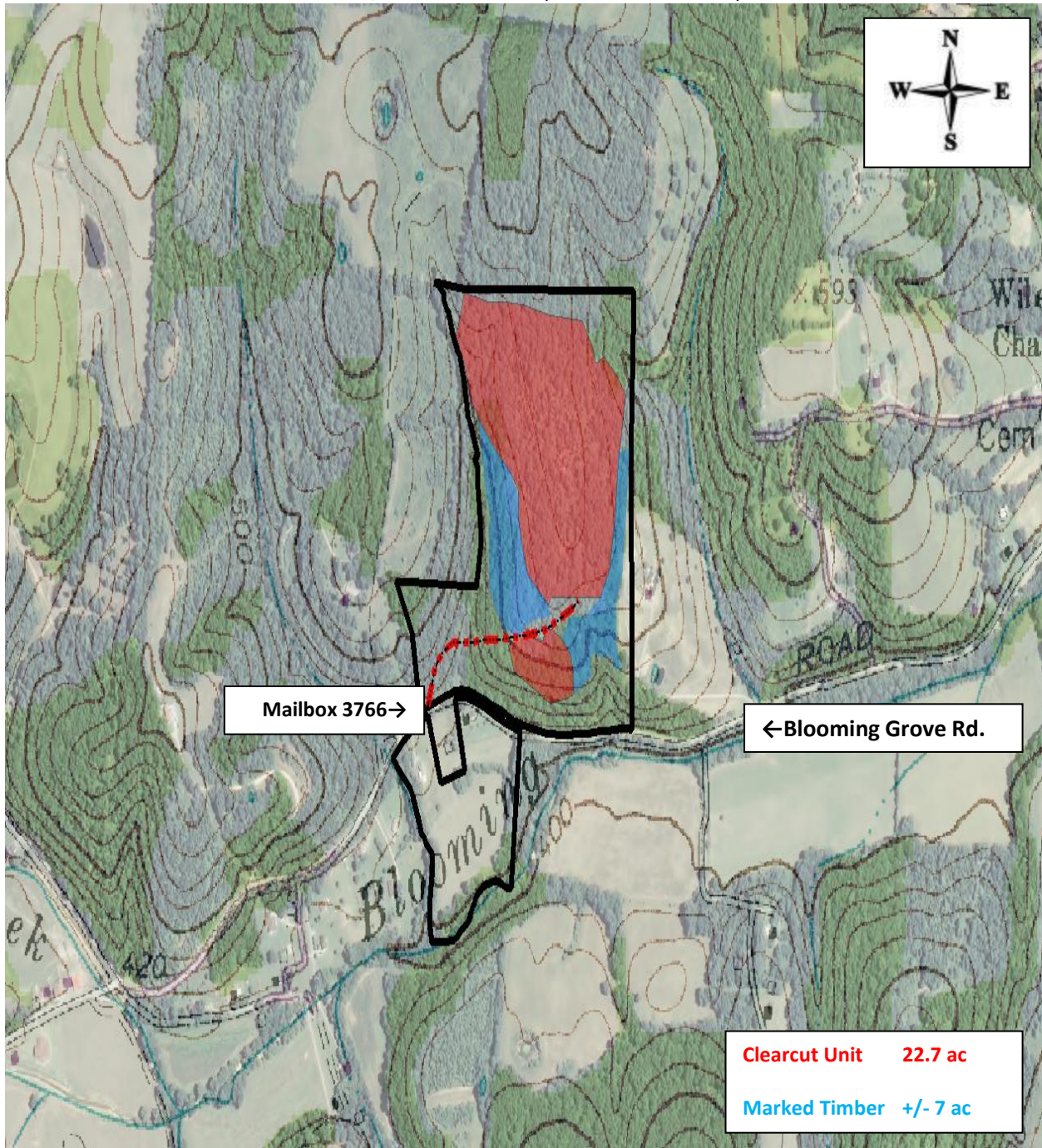
Marked Trees (7 +/- acres)

<b>Species</b>	<b># of Trees</b>	<b>Bdft Volume</b>	<b>Average/Tree</b>
Red oak	75	16,190	216
Yellow poplar	9	3,217	357
Hickory	6	817	136
Ash	2	354	177
Hard maple	1	293	293
White oak	2	264	132
<b>Total</b>	<b>95</b>	<b>21,135</b>	<b>222</b>

## TERMS AND CONDITIONS OF SALE

1. The Purchaser agrees to make payment to the Seller at contract signing.
2. The Purchaser shall furnish the Seller's Agent with a Performance Bond in the form of a check in the amount of **\$1,500.00**.
3. This Agreement shall be in full force and effect for a period of **1 year (12 months)** from contract signing date. Should restoration work or timber removal not be completed prior to contract expiration due to inclement weather conditions, the Purchaser shall be granted an additional period for such restoration equal to the time of the suspension.
4. The Seller guarantees title to said timber and agrees to defend it against any and all claims whatsoever.
5. Notice of the intention of the Purchaser to begin removal of said timber shall be given to the Seller and the Seller's Agent, Arbor Springs Forestry, 333 Beechwood Drive, Burns, TN 37029, Phone: (615) 498-8700, at least 48 hours before any logging activity begins. A "PreHarvest" meeting will take place on premises before any said timber is removed.
6. Upon completion of all logging operations or as soon thereafter as conditions permit, the Purchaser shall smooth ruts, created by the Purchaser, out of all existing and newly created skid and truck roads, and the log landing(s) must be cleared of all debris related to the logging operation, smoothed and seeded if necessary. The purchaser agrees to install water diversion in accordance with Tennessee "Best Management Practices" suggestions to prevent erosion and water quality issues.
7. The Seller agrees to allow the Purchaser, his agents or employees, to enter upon said premises, for the purpose of removing the designated timber there from, and do such other things as may be necessary in connection with the operation, including the right and privilege of the Purchaser to use sufficient and necessary space in and upon said premises to handle, load, and haul all timber covered by this Agreement, and no other.
8. Only trees under the terms of this Agreement shall be cut. Trees not designated for sale under this agreement shall be protected against unnecessary injury. No cut, broken, or uprooted trees shall be left hanging in standing trees. All trees cut shall be felled onto the premises of the Seller; any tree felled over the property line of the premises shall be brought back onto the premises immediately, and any damage that such activity creates shall also be repaired immediately by the Purchaser.
9. All trees within the CLEARCUT sale unit boundaries are eligible for harvest . Any merchantable product found can be removed at the option of the buyer.
10. The Purchaser shall remove all materials brought onto the premises prior to the expiration of the term of this Agreement and shall remove on a daily basis any papers, bottles, cans, and materials which may cause an unsafe, unsanitary or unsightly conditions.
11. Before entry onto the premises to conduct operations under this Agreement, the Purchaser shall provide the Seller's Agent with Certificates of Insurance showing general liability insurance with a single limit of liability no less than One Million Dollars (1,000,000.00) and Worker's Compensation Insurance as required by law. The Purchaser shall not conduct any further operations during the term of this Agreement upon the premises after the expiration of insurance as shown by the certificate provided to the Seller's Agent until the Purchaser provides the Seller's Agent with such additional certificates evidencing the renewal or replacement of such insurance to fulfill the requirement of this paragraph.
12. This Agreement shall not be assigned by the Purchaser without the written consent of the Seller. Purchaser shall have the right to use contract loggers for harvest operations.
13. The Purchaser shall indemnify and save the Seller and the Seller's Agent harmless from and against any and all claims for damages to property, or injury to, death of, any person, including employees of the Purchaser, of any action arising out of the actions of the Purchaser.
14. Any damage to tree stands or hunting blinds within the sale unit is not the responsibility of the Purchaser. It is the Seller's responsibility to remove these items before the operation begins.

McKeon Timber Sale Map  
Montgomery County, TN  
29.70 +/- acres sale unit (22.7 acres clearcut)



Map Scale 1:5000

*(Map scale may not be accurate due to file conversion)*

House located at Mailbox 3766 is on south side of road. Just west of the house is the access road and gate on the north side of the road. Timber is located through the gate. The gate will be unlocked. Neighbors hunt the property during deer season in early mornings and late evenings. Caution should be taken during the gun seasons.





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## BID OFFER

For

### McKeon TIMBER SALE

In compliance with the invitation to bid and subject to the terms and conditions required by the seller, the undersigned agrees, to purchase certain timber offered for sale by Mr. Joe McKeon, in Montgomery County, TN, within **14 days** after notice of acceptance by the seller.

My bid for timber offered for sale is: \_\_\_\_\_

Company Name \_\_\_\_\_

Street or PO Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Title \_\_\_\_\_

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

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