

WILLIAM H. LOCK & ASSOCIATES, INC.
Consulting Forester * Certified Arborist * Real Estate Broker
P. O. Box 49571 * Greensboro, NC 27419
(336) 632-9088
1-888-899-9088 * www.whlock.com

INVITATION TO BID BY SEALED BID ON STANDING TIMBER

SALE DATE: Thursday, February 26, 2009

CROSS TRACT – RANDOLPH COUNTY, NC

TIMBER VOLUMES – 25.6 +/- acres (clear-cut)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	73,900	122
Shortleaf Pine	64,800	120
Yellow Poplar	16,900	238
Red Oak	14,800	197
White Oak	17,200	125
Sweetgum	10,500	148
Hickory	2,300	88
Maple	1,500	214
Totals	201,900	132

Pine Pulpwood was estimated at 60 Cords and Hardwood Pulpwood was estimated at 71 Cords. No topwood or crownwood is included in these numbers.

This information is supplied for your information only. I do not guarantee any volumes or acreage. Volumes were calculated using International Log Rule, FC 78. Pine Sawtimber was estimated to an 8" top and Hardwood Sawtimber was estimated to a 10" top. Volume estimates are based on a 1/10th acre plot cruise with 40 plots.

LOCATION:

This tract is located on Tom Brown Road southwest of Lineberry. See attached location maps.

BIDS:

The Cross Tracts are being sold on a lump sum, sealed bid basis with one bid purchasing all three parcels. Bids will be accepted by mail if received by 5:00 pm on Wednesday, February 25, 2009 or bids will be accepted by telephone at my office until 9:00 am on

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Cross – Timber Sale

Sale Date: Thursday, February 26, 2009

Thursday, February 26, 2009. Bids may be brought to the timber sale on Thursday, February 26, 2009 by 11:00 am. At 11:00 am on Thursday, February 26, 2009 all bids in hand will be opened. A 10% deposit may be requested to be delivered to William H. Lock & Associates, Inc. within 72 hours of the bid opening. The balance of the sales price is to be delivered at the sale closing. The seller reserves the right to refuse or accept any and all bids. Seller will consider all bids.

PLACE OF SALE:

The timber sale will be held at the Cross Tract at 11:00 am on Thursday, February 26, 2009. See attached map for bid opening location.

CONDITIONS OF SALE:

1. The Buyer shall have until September 30, 2010 to cut and remove all specified merchantable timber within the "Sale Areas". "Creek Buffers" have been marked with Blue Paint. No blue painted trees marking the buffer boundaries may be cut. Within the buffer areas, all pine of any size and hardwoods ≥ 16 " DBH may be harvested provided all NC Best Management Practices, Forest Practice Guidelines, and any applicable River Basin Rules are followed. Buyer agrees to use his best efforts in harvesting the larger trees from the "Buffer" areas to minimize damage to the smaller remaining trees. Seller acknowledges that some damage to smaller stems may occur. Buyer will be allowed to cross the creek closest to the paved road and clear any necessary trees for access into the parcel.
2. The Buyer shall access the tract from Tom Brown Road. All access routes will need to be installed and/or maintained according to all North Carolina Best Management Practices and Forest Practice Guidelines. The roadways must be left in similar condition at the completion of the harvesting operation. Call W.H. Lock if questions concerning access routes.
3. The Buyer is responsible for maintaining a clean site. No equipment parts, trash, tires or other debris shall be left on the property. It shall be the Buyer's responsibility to clean up any hazardous material or chemical waste spills including but not limited to Diesel Fuel, Hydraulic Fluid, Machine Oil, and/or Gasoline upon the subject property. Responsibility will include any required remediation including but not limited to the removal of contaminated soils.
4. The Buyer is responsible for following all Federal, State, and local regulations regarding timber harvesting activities. If required, Buyer is responsible for obtaining any necessary permits or licenses required for timber harvesting. All logging operations must conform to North Carolina Best Management Practices, Forest Practices Guidelines, and

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Cross – Timber Sale

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any applicable river basin rules. In the event that a non-compliance situation is identified on the tract as a result of the harvesting operation, William H. Lock & Associates, Inc. will have the express right to suspend the harvesting operation until the situation is brought into compliance. No trees or other logging debris shall be left in or across the property boundary, sale cutting lines or access roads and paths.

5. All property lines and corners have been marked with pink flagging. No flagged trees denoting the property and/or sale boundary shall be cut and no trees outside the boundary lines shall be cut. If trees marking the property lines or sale boundary are cut, North Carolina timber trespass laws may apply. No trees shall be cut to fall on a neighboring landowner's property or where potential damage may occur. If existing property corners are damaged or removed as a result of the harvesting operation, Buyer agrees to replace the markers at the correct surveyed location at their own expense.

6. Buyer agrees to notify William H. Lock & Associates, Inc., P. O. Box 49571, Greensboro, NC 27419 at least 3 days in advance of the beginning of the harvesting operation and at least 3 days in advance of the completion of the harvesting operation.

7. Seller reserves the right to require the termination of all timber harvesting in the event that weather conditions cause the land to become so wet that continued logging will cause excessive site damage and rutting. Seller agrees to extend the cutting time automatically for the number of days of required termination if he exercises this item. If work is allowed to continue during the determination process, Buyer agrees to repair any excessively rutted areas.

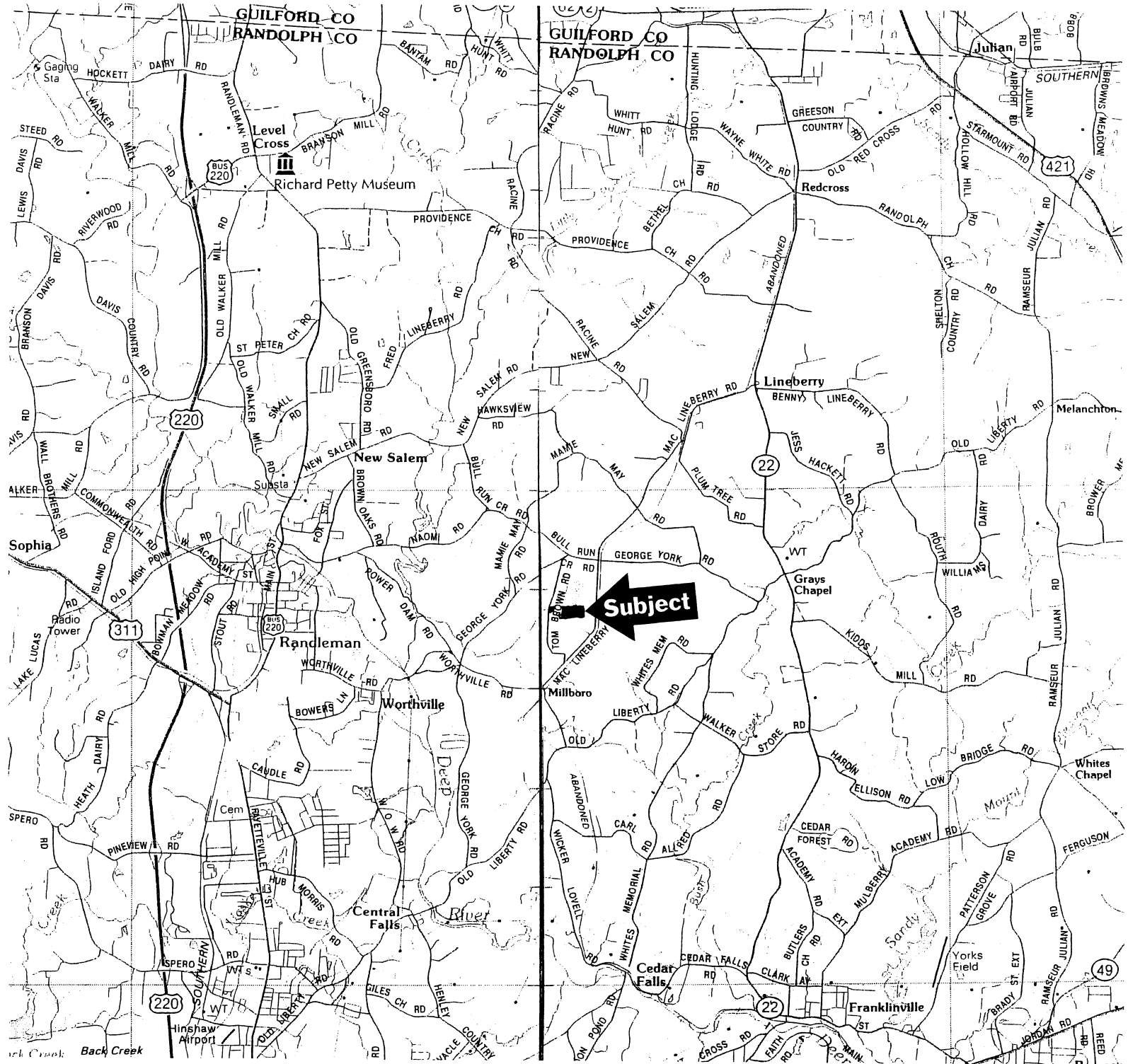
8. The Buyer shall indemnify and hold harmless the Owner, his agent or assigns, from any and all liability and any and all loss, including attorney's fees and other reasonable expenses incurred, arising from the operations, activities, or omission of Buyer incident or related to this contract or upon the Sale Area, including such liability or loss caused by acts of omissions of Buyer's employees, contractors, sub-contractors, employees of contractors or sub-contractors, or licensees of Buyer, or to any others for property damage, personal injury, death, or otherwise.

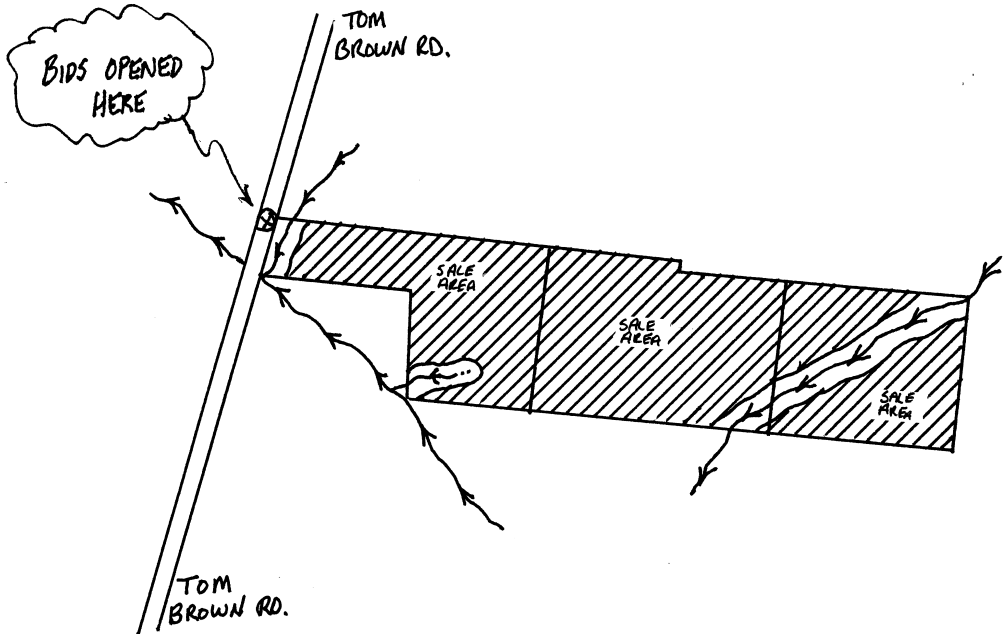
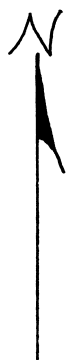
9. Once purchased, the Timber shall not be assigned by the Buyer, either in whole or in part without the prior written consent of the Seller.

10. Seller warrants his title to said timber and agrees to defend said title against any and all claims for taxes, mortgages, or any other encumbrances at his own expense.

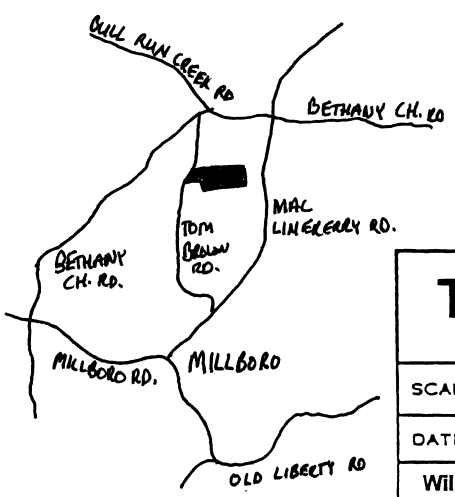
11. Seller or their Agent reserves the right to inspect the harvesting operations of the Buyer upon the Seller's lands at reasonable times and intervals. In the event the Seller or

his Agent detects any violations of the timber deed or contract, the Seller or his Agent reserves the right to suspend all harvesting operations until the violations are corrected. Any questions regarding this sale should be directed to William H. Lock & Associates, Inc. in Greensboro, NC.





* PROPERTY LINES FLAGGED PINK
 * CREEK BUFFERS PAINTED BLUE



TIMBER SALE MAP

SCALE: 1" = 660'
 DATE: 1/26/09

APPROVED BY:

DRAWN BY **JON BARNES, R.F.**
 REVISED

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TERRY CROSS - RANDOLPH COUNTY, NC

DRAWING NUMBER

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.