

WILLIAM H. LOCK & ASSOCIATES, INC.
Consulting Forester * Certified Arborist * Real Estate Broker
P. O. Box 49571 * Greensboro, NC 27419
(336) 632-9088
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INVITATION TO BID BY SEALED BID ON STANDING TIMBER

SALE DATE: Thursday, February 5, 2015 at my office at 11:00 am

CUMMINGS TRACTS - ROCKINGHAM COUNTY, NC

TIMBER VOLUMES – 171.6 +/- acres (clear-cut); 151.4 +/- acres (Chips)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	76,600	109
Shortleaf Pine	7,400	172
Loblolly Pine	322,400	100
Yellow Poplar	616,000	213
Red Oak	212,200	214
White Oak	471,900	217
Sweetgum	99,400	137
Blackgum	7,000	137
Hickory	63,500	138
Beech	29,100	138
Maple	30,400	105
Ash	5,400	208
Miscellaneous	10,700	97
Totals	1,952,000	164

Pine Pulpwood was estimated at 199 Cords and Hardwood Pulpwood was estimated at 528 Cords. No topwood or crownwood is included in these numbers. No fuel chip volumes are included in the above figures.

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. Volumes were estimated from 179 one-tenth acre field plots.

LOCATION:

The property is located on the north side of US 158 between Church Street and Witty Road. See attached location maps.

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BIDS:

The Cummings Tracts are being sold as a three bid option:

- A --Lump Sum bid on the “hatched” areas (171.6 +/- acres)**
- B –Per Unit bid on the “cross-hatched chip areas (151.4 +/- acres)**
- C –Combined Lump Sum bid and Per Unit bid for everything.**

Bids will be accepted by **regular mail** if received by 5:00 pm on Wednesday, February 4, 2015 **OR** bids will be accepted by **email (whlock@whlock.com), telephone (336-632-9088), fax (336-632-9088), or in-person** at my office until 11:00 am on Thursday, February 5, 2015. At 11:00 am on Thursday, February 5, 2015 all bids received will be recorded. The successful bidder will be notified within 24 hours of the bid openings. 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. The seller will be responsible for the timber deed preparation, revenue stamps if recorded at closing, and the forestry consultant fees. The buyer will be responsible for all other closing costs. A \$2,500 performance deposit will be payable at closing and held in a non-interest bearing trust account until satisfactory completion of logging and contract compliance. The performance deposit does not limit the buyer's liability.

PLACE OF SALE:

The timber sale will be held at the office of William H. Lock & Associates, Inc. in Greensboro, NC. The office address is 375 S. Swing Road, Greensboro, NC 27409. Telephone and Fax: 336-632-9088; [Email: whlock@whlock.com](mailto:whlock@whlock.com)

CONDITIONS OF SALE:

1. The Buyer shall have 24 months from the date of the timber deed to cut and remove all specified timber.

A- Lump Sum Sale – The “sale areas” are shown as hatched areas on the Timber Sale Map. The sale boundaries have been recently surveyed and are marked with orange flagging and/or yellow paint. Creek buffers are marked with blue paint and are considered “out” areas. No painted or flagged trees marking the sale boundaries or “out” creek buffers are to be harvested.

B- Per Unit Sale – The “sale areas” are shown as cross-hatched areas on the Timber Sale Map. The sale boundaries have been recently surveyed and are marked with orange flagging and/or yellow paint. Creek buffers are marked with blue paint and are considered “out” areas. No painted or flagged trees marking the sale boundaries or “out” creek buffers are to be harvested. When this harvesting begins, Buyer will be required to submit weekly scale tickets along with weekly payment checks to William H. Lock & Associates, Inc. Forestry Trust Account. A whole tree chipping operation has to be used.

2. The Buyer may access the tract from US 158. Any roadways and/or farm paths must be kept open and passable at all times for regular automobile traffic. Existing surfaces must be usable and maintained with no rutting. All access routes will need to be installed and/or maintained according to all North Carolina Best Management Practices. All existing roadways must be left in similar condition, reasonable wear and tear accepted, at the completion of the harvesting operation as they were at the beginning of the harvesting operation. Call W.H. Lock if you have any 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 as a result of the harvesting operation. 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 if they resulted from the harvesting operation. Responsibility will include any required remediation including but not limited to the removal of contaminated soils. Harvesting operations must not interfere with any farming operations and farming and/or hunting activities must not interfere with any harvesting activities. Decking, loading or hauling will not be permitted in any existing open fields adjacent to the timber unless approved by William H. Lock & Associates, Inc. If approved, open areas must be free of logging debris, smoothed when completed, and re-seeded if necessary.

4. The Buyer is responsible for following all Federal, State, and local regulations regarding timber harvesting activities. 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 Practice Guidelines, and 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.

5. No flagged or painted 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

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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 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. Telephone numbers are Office: (336) 632-9088. The buyer and/or logger must complete a pre-harvest inspection with WHL & Associates prior to beginning any logging activity.

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. Buyer guarantees their loggers will be covered by Workers Compensation and General Liability Insurance in the minimum amount of 1 million dollars and will provide satisfactory evidence of coverage at closing and maintain this coverage throughout the harvesting operation.

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 these conditions, 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 at our office number - (336) 632-9088.