

**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, June 6, 2019**  
(Bids taken at our office)

B. MOORE: LICK FORK CREEK ROAD and SAGEBRUSH ROAD TRACTS  
ROCKINGHAM COUNTY, NC  
**(Gate Combo is 3-0-0-6 (Lick) and 9-0-8-8 (Sage))**

**TIMBER VOLUMES** – 106 +/- acres (clear-cut)

<u>Timber Species</u>	<u>Lick Fork Creek Road (75.9 +/- acs):</u>		<u>Sagebrush Road (30.1 +/- acs):</u>	
	<u>Est. Vol.</u>	<u>BdFt/Tree</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	4,810	72	11,800	98
Loblolly Pine	635,360	90	386,000	182
Yellow Poplar	16,360	190	49,300	164
Red Oak	2,990	157	600	60
White Oak			8,200	273
Sweetgum	5,620	194		
Hickory	880	88		
Beech	710	71		
Maple			800	80
Ash	1,080	57	1,300	65
Totals	667,810	92	458,000	176

**Overall Total: 1,125,810 114**

Combined Pine Pulpwood was estimated at 508 Cords and Hardwood Pulpwood was estimated at 62 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 3 x 3 chain 1/10<sup>th</sup> acre plot cruise (109 points).

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Moore – Lick Fork Creek Road/Sagebrush Road - Timber Sale

Sale Date: Thursday-June 6, 2019 at 11:00 am at our office

**LOCATION:**

The Lick Fork Creek Road tract (Tax ID 163325) is located in the east section of Rockingham County on the east side of Lick Fork Creek Road. One main woods path leads into the block. There is a combo lock on the gate (3-0-0-6). The parcel is north of Highway 158 and adjoins Hogan's Creek. The Sagebrush Road tract (Tax ID 162995) is located in the northeastern section of Rockingham County at the end of Sagebrush Road just off of Worsham Mill Road. There is a WHL lock on the gate here (9-0-8-8).

**BIDS:**

The Moore Tracts are being combined into one lump sum sealed bid sale. Bids will be accepted by **regular mail** if received by 5:00 pm on Wednesday, June 5, 2019 **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, June 6, 2019. At 11:00 am on Thursday, June 6, 2019 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 and forestry consultant fees. The buyer will be responsible for all other closing costs. A \$2,000 performance deposit will be payable at closing and held in a non-interest bearing trust account until satisfactory completion of logging. 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 merchantable timber within the "Sale Areas". The "sale areas" are shown as single cross-hatched areas on the Timber Sale Map. The sale boundaries have been marked with pink flagging. No flagged trees marking the sale boundaries and no trees outside the flagged trees are to be harvested. "Creek Buffers" have not been marked due to the fact that the pine harvest areas are located along the upper slopes and ridgetops and are not located within the creek zones. In the event Buyer wishes to cross an existing creek and/or drain, WHL will have to give approval and Buyer will need to follow all existing rules and regulations regarding timber harvest activity pertaining to Streamside Management Zones, including Best Management Practices, Forest Practice Guidelines and all watershed rules and regulations.
2. The Buyer shall access the Lick Fork Creek Road tract along the one main woods path leading into the wooded sections of the tract. The Buyer shall access the Sagebrush Road tract from the existing farm/woods path leading into the wooded sections. The gravel road past the farm path leading into the existing home at the end of Sagebrush Road cannot be used at any time and the entire roadway must be open and passable by automobile traffic at all times. Any access routes will need to be installed and/or maintained according to all North Carolina Best Management Practices, Forest Practice Guidelines, and any

applicable river basin or watershed rules. The roadways must be left in similar condition at the completion of the harvesting operation as they were at the beginning of the harvesting operation, reasonable wear and tear accepted. Call W.H. Lock & Associates, Inc. if there are questions concerning access routes.

3. The Buyer is responsible for maintaining a clean site. No equipment parts, trash, tires or other debris created as a result of the harvesting operation 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 if deposited as a result of the harvesting operation. Responsibility will include any required remediation including but not limited to the removal of contaminated soils.

4. Harvesting operations must not interfere with any farming operations and farming operations must not interfere with any harvesting operations. Decking, loading or hauling will not be permitted in any existing open fields or pastures immediately 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. Both tracts have active hunt leases. No logging activity will be allowed in food plot areas. If food plots are disturbed and/or destroyed, Buyer will be immediately responsible for paying damages and/or replacing food plots to their original undisturbed condition.

5. 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 any applicable river basin or watershed 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 logging access roads/paths.

6. All necessary sale harvest boundaries have been marked with pink flagging. Landowner guarantees the pink flagged sale boundaries. No flagged trees denoting the sale boundary shall be cut and no trees outside the boundary lines shall be cut. If trees marking the 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.

7. Buyer agrees to notify William H. Lock & Associates, Inc., P. O. Box 49571, Greensboro, NC 27419 at least 7 days in advance of the beginning of the harvesting operation and at least 3 days in advance of the completion of the harvesting operation. The advance notice is to allow the hunt club members enough time to remove their hunting stands that may be affected by the harvest activity. The buyer and/or logger must complete a pre-harvest inspection with WHL & Associates prior to beginning any logging activity.

8. Seller or their Agent reserves the right, in its sole discretion, 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

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Moore – Lick Fork Creek Road and Sagebrush Road - Timber Sale

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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.

9. 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 amount of one million dollars and will provide satisfactory evidence of coverage at closing and maintain same throughout all logging operations.

10. 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.

11. 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.

12. 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.