

**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, November 21, 2013 at my office**

MUNDAY AND ROGERS TRACTS – CASWELL COUNTY, NC  
(Cable Lock Combo on Gaddy Road is 9-0-8-8)

**TIMBER VOLUMES** – 66.5 +/- acres (Munday-64.3+/-; Rogers-2.2+/-)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	51,000	113
Shortleaf Pine	104,500	141
Loblolly Pine	77,600	140
Yellow Poplar	43,400	238
Red Oak	25,800	177
White Oak	15,200	173
Sweetgum	62,200	148
Blackgum	200	100
Hickory	10,500	101
Sycamore	3,800	190
Black Walnut	7,200	113
Beech	600	55
Maple	3,900	76
Ash	11,000	74
Miscellaneous	8,600	91
Totals	425,500	138

Pine Pulpwood was estimated at 129 Cords and Hardwood Pulpwood was estimated at 163 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. Volumes were estimated from sixty-nine (69) 1/10<sup>th</sup> acre field plots for the Munday parcel and a 100% tally of the Rogers tract.

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Munday/Rogers Tracts - Timber Sale  
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**LOCATION:**

These tracts are located on the north side of Longs Mill Road and the south side of Gaddy Road which is southwest of Semora. See attached location maps.

**BIDS:**

The Munday/Rogers Tracts are being sold on a lump sum sealed bid basis with one successful bid buying both parcels combined. Bids will be accepted by **regular mail** if received by 5:00 pm on Wednesday, November 20, 2013 **OR** bids will be accepted by **email ([whlock@whlock.com](mailto:whlock@whlock.com)), telephone (336-632-9088), fax (336-632-9088), or in-person** at my office until 11:00 am on Thursday, November 21, 2013. At 11:00 am on Thursday, November 21, 2013 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, and the forestry consultant fees. The buyer will be responsible for all other closing costs. A \$1,000 performance deposit will be payable to W. H. Lock & Associates, Inc. Forestry Trust Account at closing and held in a non-interest bearing trust account until satisfactory completion of logging. WHL & Associates, Inc. will have the express right to use the performance deposit at their sole discretion in order to fulfill any of the Conditions of Sale or obligations of the contract. 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". "Creek Buffers" have been marked with Blue Paint. No blue painted trees marking the buffer boundaries may be cut and no hardwood trees within these buffers may be cut. Pine may be harvested within the blue painted buffers provided they can be removed based on any existing water quality rules and regulations. All Best Management Practices, Forest Practice Guidelines, and any applicable river basin or watershed regulations would need to be followed. The sale boundaries and property lines are marked with pink or blue flagging. No trees beyond

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Munday/Rogers Tract - Timber Sale

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the flagging are to be harvested. NOTE: Several larger trees have been marked by the landowner with double pink flagging in the general area shown on the Timber Sale Map. These trees are not to be harvested. The scrub areas (13.5 +/- acres) are included within the actual sale but are not included in the acreage or volume figures.

2. The Buyer shall access the tract from Gaddy Road and Longs Mill Road. All 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. All roadways must remain open and passable by ordinary traffic at all times. 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 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 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. 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. All loading decks and truck parking areas must be reseeded when the harvesting operation is completed.
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 access roads and paths.
6. All necessary property lines, corners and sale harvest boundaries have been marked with pink or blue flagging. 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 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 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. 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 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.