

**WILLIAM H. LOCK & ASSOCIATES, INC.**  
**Consulting Forester \* Certified Arborist \* Real Estate Broker**  
**P. O. Box 49571 \* Greensboro, NC 27419**  
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*JD*  
*1/9*  
*WJ*  
*CG*  
*3-2-09*

INVITATION TO BID BY SEALED BID ON STANDING TIMBER

**SALE DATE: Thursday, April 2, 2009**

NEAL/GENTRY TRACT – ROCKINGHAM COUNTY, NC

**TIMBER VOLUMES** – 34.8 +/- acres (clear-cut and “Virginia pine only” select-cut)

| <u>Timber Species</u> | <u>Est. Vol.</u> | <u>BdFt/Tree</u> |
|-----------------------|------------------|------------------|
| Virginia Pine         | 150,000          | 79               |
| Shortleaf Pine        | 2,800            | 64               |
| Yellow Poplar         | 77,200           | 166              |
| Red Oak               | 23,800           | 137              |
| White Oak             | 7,600            | 117              |
| Hickory               | 1,000            | 67               |
| Maple                 | 8,800            | 94               |
| Sweetgum              | 600              | 86               |
| Totals                | 271,800          | 98               |

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 total of 48 1/10<sup>th</sup> acre tally points.

**LOCATION:**

This tract is located in the central section of Rockingham County, NC between Bethany and Stokesdale on NC 65. See attached location map.

**BIDS:**

The Neal/Gentry Tract is being sold on a lump sum, sealed bid basis. Bids will be accepted by mail if received by 5:00 pm on Wednesday, April 1, 2009 or bids will be accepted by telephone at my office until 9:00 am on Thursday, April 2, 2009. Bids may be brought to the timber sale on Thursday, April 2, 2009 by 11:00 am. At 11:00 am on Thursday, April 2, 2009 all bids in hand will be opened. A 10% deposit may be

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Neal/Gentry - Timber Sale  
Sale Date: Thursday – April 2, 2009

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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 which should occur within 30 days from the sale date. The seller reserves the right to refuse or accept any and all bids. Seller will consider all bids. A \$1,000 performance deposit will be payable at the closing and held in a non-interest bearing trust account until satisfactory completion of harvesting. The performance deposit does not limit the buyer's liability for following the terms of the sale.

**PLACE OF SALE:**

The timber sale will be held in the open field area near 7481 NC 65 at 11:00 am on Thursday, April 2, 2009. See attached map for bid opening location.

**CONDITIONS OF SALE:**

1. The Buyer shall have 24 months from the date of the timber deed to cut and remove all specified merchantable timber within the "Sale Area". Most of the sale area is a clear-cut as shown on the Timber Sale Map. There are two small areas near the highway that are Virginia Pine Only select-cut. Only Virginia Pine of any size is to be harvested from within these red painted areas. No other pine or hardwood species are to be harvested from within these two areas. The "Out" areas are painted blue. No blue painted trees marking this sale boundary may be cut and no trees within the "out" areas are to be harvested.
2. The Buyer shall access the tract from NC 65 along the existing drive as shown on the Timber Sale Map. All access routes will need to be installed and/or maintained according to all NC Best Management Practices, Forest Practices Guidelines and/or any applicable River Basin Rules. All entrance driveways must be kept open and passable by ordinary automobile traffic at all times. All roadways must be left in good and usable 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

