

**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, December 3, 2009**

CITY OF STATESVILLE TRACT – IREDELL COUNTY, NC  
**(NOTE SPECIAL BID REQUIREMENTS)**

**TIMBER VOLUMES** – 183.9 +/- acres (clear-cut)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	123,100	93
Loblolly Pine	1,673,100	162
Shortleaf Pine	122,200	91
Yellow Poplar	109,400	190
Red Oak	33,900	203
White Oak	2,700	71
Sweetgum	177,900	140
Sycamore	47,500	235
Beech	1,200	133
Maple	72,700	123
Ash	13,900	138
Miscellaneous	22,500	98
<b>Totals</b>	<b>2,400,100</b>	<b>148</b>

Pine Pulpwood was estimated at 476 Cords and Hardwood Pulpwood was estimated at 531 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 One Hundred Ninety-Seven (197) 1/10<sup>th</sup> acre plots.

**LOCATION:**

This tract is located southeast of Statesville on the west side of Third Creek Road which is south of Highway 70. See attached location maps.

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**BIDS:**

The City of Statesville Tract is being sold on a lump sum, sealed bid basis. Bids, marked **Third Creek Timber Sale**, will be accepted by mail or hand-delivered, if received at my office by 5:00 pm on Wednesday, December 2, 2009 or bids can be hand-delivered prior to 11:00 am on December 3, 2009 to Mr. Larry Pressley, Public Works Department, 301 South Center Street, Statesville, NC. The bid opening and sale is across the street in City Hall. **No telephone, fax, or email bids can be accepted since a 5% bid deposit has to accompany the bid. The bid deposit shall be in the form of cash, cashier's check, a certified check, or surety bond.** At 11:00 am on Thursday, December 3, 2009 all bids in hand will be opened. The bid is subject to acceptance until the City Council awards the bids by regular meeting on the following Monday evening. The balance of the sales price is to be delivered at the sale closing which should occur within 30 days from the bid acceptance date. The seller reserves the right to refuse or accept any and all bids. Seller will consider all bids. Any bidder must be current on payment of all property taxes owed to the county.

A \$1,000 performance deposit will be payable at the closing and held in a non-interest bearing trust account by William H. Lock & Associates, Inc. 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 bid opening and timber sale will be held in the 2<sup>nd</sup> floor conference room at the City Hall, 227 South Center Street, Statesville, NC at 11:00 am on Thursday, December 3, 2009.**

**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. Within the buffer areas, scattered pine of any size and hardwoods  $\geq 16$ " 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.
2. The Buyer shall access the tract along any existing farm path leading into the tract from Third Creek Road. All access routes will need to be installed and/or maintained

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according to all North Carolina Best Management Practices and Forest Practice Guidelines. All roadways must remain open and passable by ordinary farm traffic at all times. The roadways must be left in similar condition at the completion of the harvesting operation, reasonable wear and tear accepted. 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. 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.

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 the timber harvesting operation. All logging operations must conform to North Carolina Best Management Practices, Forest Practices 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 and paths.

6. All necessary property lines and corners have been recently surveyed and marked by the City of Statesville. 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.

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Buyer and/or logger must complete a pre-harvest inspection with William H. Lock & Associates, Inc. prior to beginning any of the harvest 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.

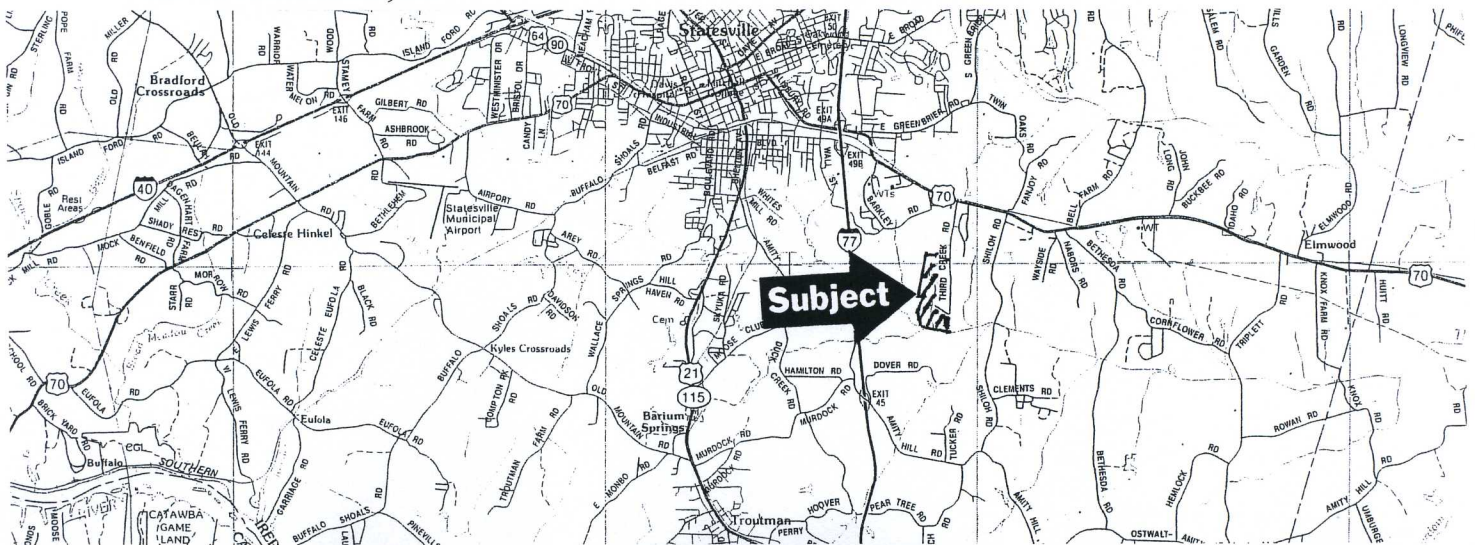
Seller agrees to extend the cutting time automatically for the number of days of required termination if he exercises this item. If work is allowed to continue during the determination process, Buyer agrees to repair any excessively rutted areas.

9. The Buyer shall indemnify and hold harmless the City of Statesville, 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.

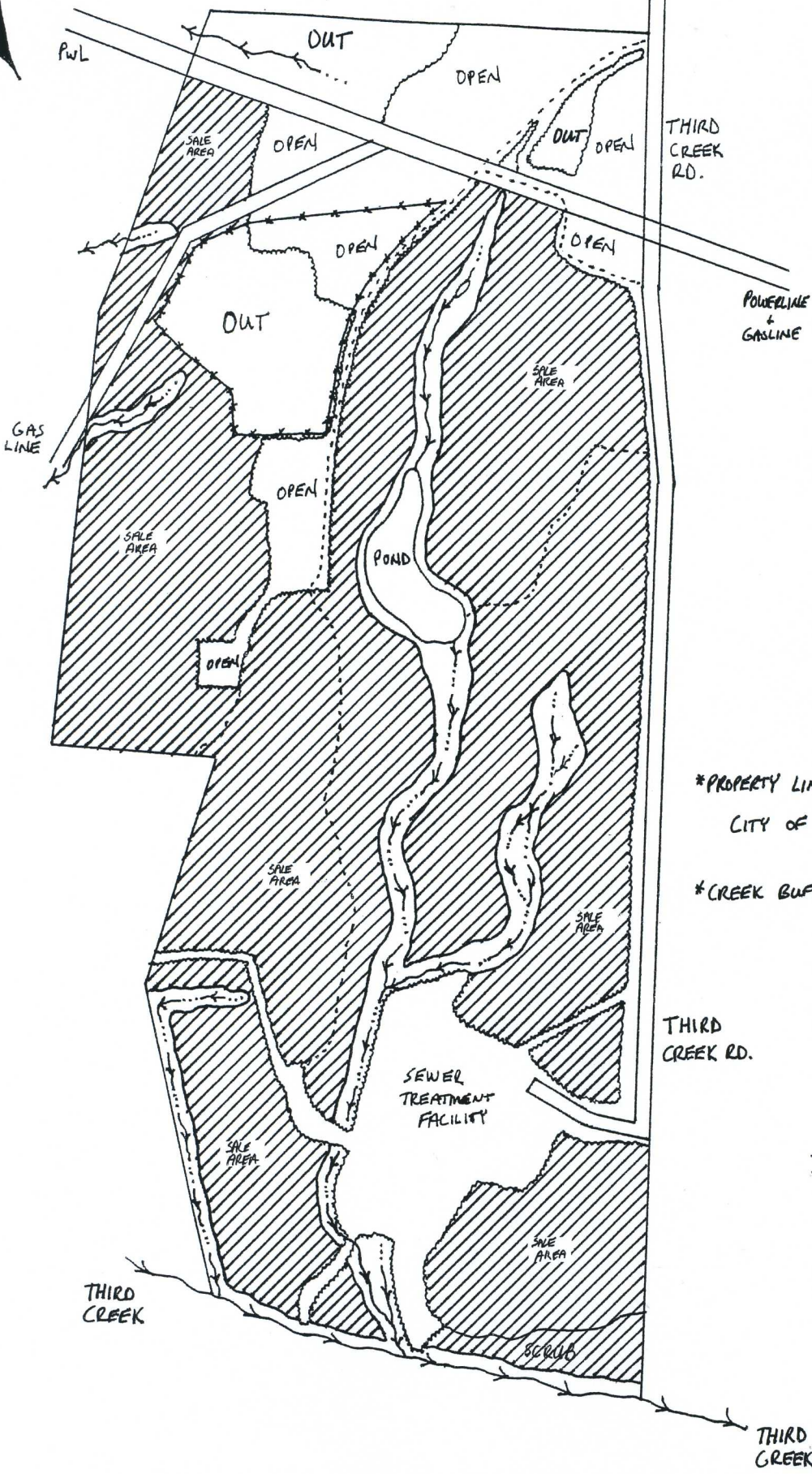
10. Once purchased, the Timber shall not be assigned by the Buyer, either in whole or in part without the prior written consent of the Seller.

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.



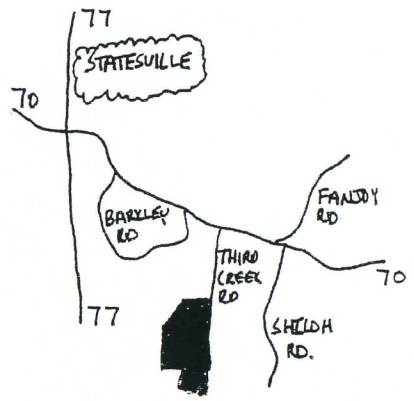




\*PROPERTY LINES FLAGGED BY  
CITY OF STATESVILLE

\*CREEK BUFFERS PAINTED BLUE

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.



# TIMBER SALE MAP

DRAWN BY <b>JON BARNES L.F.</b>		REVISED	
APPROVED BY:		DATE: 10/23/09	
SCALE: 1" = 660'		William H. Lock & Associates, Inc. P. O. Box 49571 Greensboro, NC 27419	
DRAWING NUMBER		(336) 632-9088 1-888-899-9088	
CITY OF STATESVILLE, NC			