

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: Tuesday, September 28, 2010 at my office

ROSEMAN TRACT – ROWAN COUNTY, NC

TIMBER VOLUMES – 35.8 +/- acres (clear-cut)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	1,300	81
Shortleaf Pine	91,100	184
Yellow Poplar	52,700	305
Red Oak	33,300	180
White Oak	42,100	194
Sweetgum	40,300	171
Blackgum	4,600	128
Hickory	51,900	245
Sycamore	2,800	200
Beech	500	50
Elm	5,700	146
Maple	10,500	128
Ash	7,900	203
Miscellaneous	600	75
Totals	345,300	196

Pine Pulpwood was estimated at 3 Cords and Hardwood Pulpwood was estimated at 63 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 thirty-eight (38) 1/10th acre field plots.

W. H. Lock
8-29-2010

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Roseman - Timber Sale
Sale Date: Tuesday, September 28, 2010 at my office

LOCATION:

This tract is located southeast of China Grove and south of Highway 152 at 9310 Old Concord Road. See attached location maps.

BIDS:

The Roseman Tract is being sold on a lump sum sealed bid basis. Bids will be accepted by **regular mail** if received by 5:00 pm on Monday, September 27, 2010 **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 Tuesday, September 28, 2010. At 11:00 am on Tuesday, September 28, 2010 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 which should occur on or before October 31, 2010. 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 \$1,000 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 7325 D-2 W. Friendly Avenue, Greensboro, NC 27410. 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. Within the buffer areas, all pine of any size and hardwoods ≥ 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 from Old Concord Road. All access routes will need to be installed and/or maintained according to all North Carolina Best Management Practices and Forest Practice Guidelines. All roadways must remain open and passable

Wood Foreman
8-29-2010

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Roseman - Timber Sale

Sale Date: Tuesday - September 28, 2009 at my office

by ordinary automobile and farm traffic at all times. The roadways must be left in similar condition at the completion of the harvesting operation. Call W.H. Lock if questions concerning access routes. The gravel drive cannot be used for the harvesting operation.

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 timber harvesting. 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 marked with pink 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.
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

Todd Roseman
8-29-2010

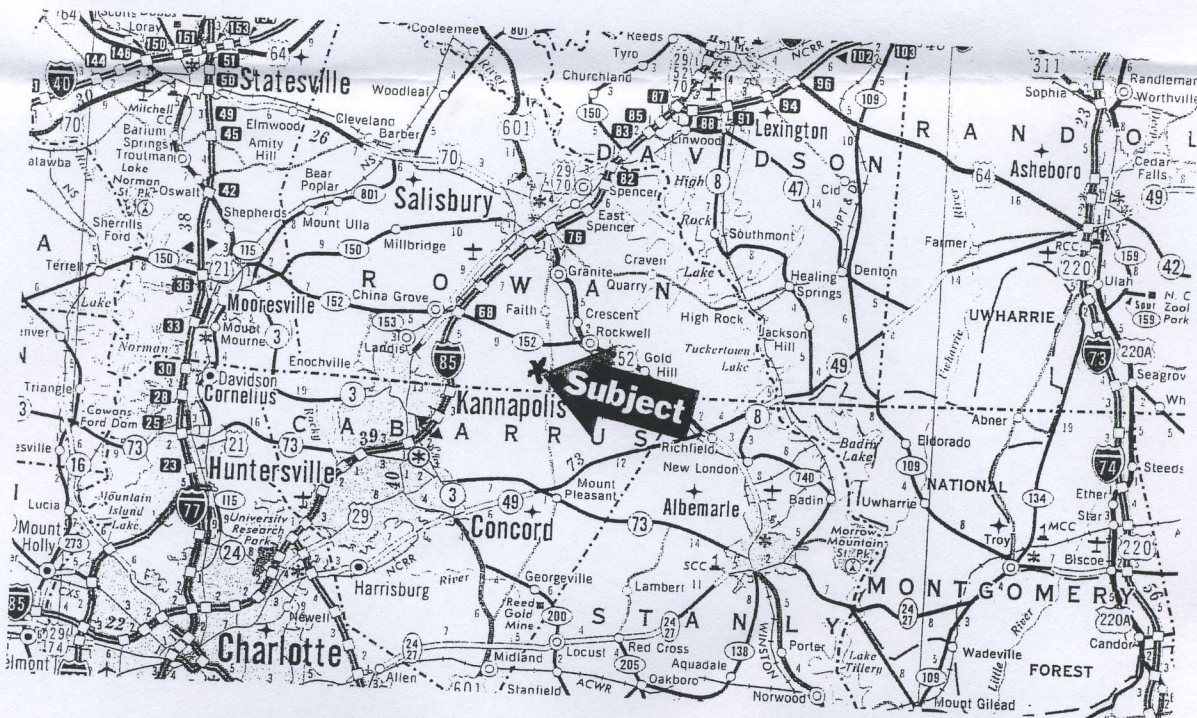
wet that continued logging will cause excessive site damage and rutting. Seller agrees to extend the cutting time automatically for the number of days of required termination if he exercises this item. If work is allowed to continue during the determination process, Buyer agrees to repair any excessively 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.

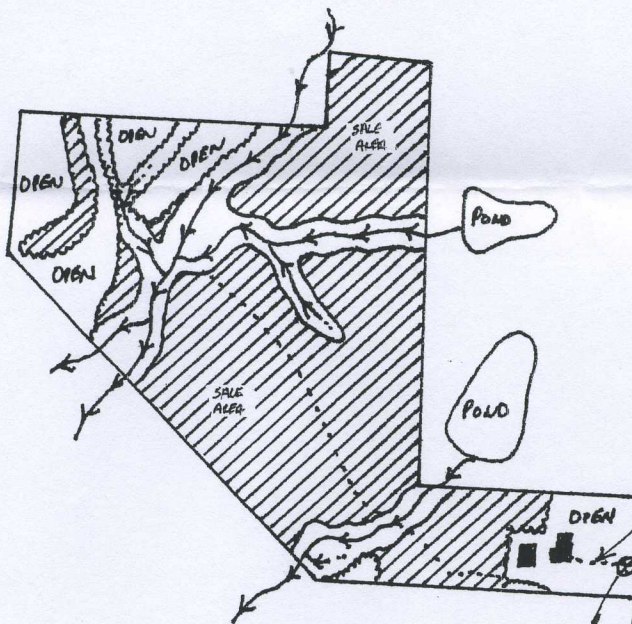
10. Once purchased, the Timber shall not be assigned by the Buyer, either in whole or in part without the prior written consent of the Seller.

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. Any questions regarding this sale should be directed to William H. Lock & Associates, Inc. in Greensboro, NC.



*Sold Roseman
8-29-2010*



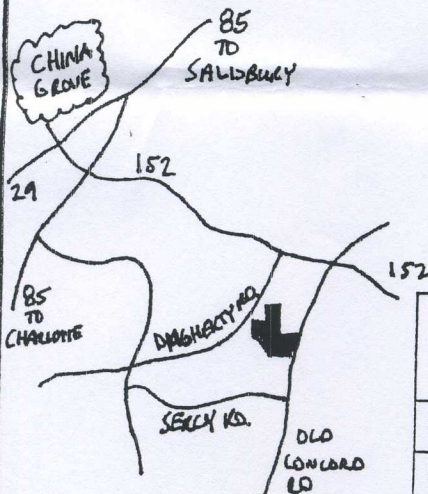
OLD
CONCORD
R.D.

GRAVEL DRIVEWAY
CAN NOT BE USED
FOR ACCESS

9310
OLD CONCORD
RD.

- * PROPERTY LINES FLAGGED PINK
- * CREEK BUFFERS PAINTED BLUE

OLD
CONCORD
RD.



TIMBER SALE MAP

SCALE: 1" = 660'

APPROVED BY:

DATE: 8/27/10

DRAWN BY *ION BARNES, R.F.*

REVISED

William H. Lock & Associates, Inc.
P. O. Box 49571
Greensboro, NC 27419

(336) 632-9088
1-888-899-9088

John Roseman
8-29-2010

ROSEMAN TRACTS - ROWAN COUNTY, NC

DRAWING NUMBER

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.