# 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, October 16, 2014 at my office

# CHRISTIAN LIFE CENTER - GUILFORD COUNTY, NC

#### **TIMBER VOLUMES** – 15.1 +/- acres includes buffer acreage (main area is clear-cut)

Timber Species	Est. Vol.	BdFt/Tree
Virginia Pine	11,700	108
Shortleaf Pine	4,700	131
Yellow Poplar	87,400	255
Red Oak	14,000	275
White Oak	2,000	250
Sweetgum	21,100	140
Hickory	9,100	130
Black Walnut	500	83
Maple	300	75
Ash	3,400	213
Miscellaneous	500	56
Totals	154,700	193

Pine Pulpwood was estimated at 3 Cords and Hardwood Pulpwood was estimated at 54 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 a 100% tally.

## **LOCATION:**

This tract is located on the east side of Highway 61/100 leading into Gibsonville at its intersection with Dew Sharpe Road and across from Cone Club Road. See attached location maps.

J Bruce Ritter, Jr Date Date

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# **BIDS:**

The Christian Life Center 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 Wednesday, October 15, 2014 **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, October 16, 2014. At 11:00 am on Thursday, October 16, 2014 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.

# **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

## **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 Flagging. No blue flagged trees marking the buffer boundaries may be cut. Only those orange painted trees within the buffer may be harvested provided all Best Management Practices, Forest Practice Guidelines, and any applicable river basin or watershed regulations are followed. The tract is within the Jordan Lake watershed so Buyer is responsible for following all applicable rules. The sale boundaries have been marked by the landowner with orange flagging. No trees marked with orange flagging and no trees beyond the orange flagging are to be harvested. NOTE: There is an "out" area on the far east corner of the tract. No trees within this area are to be harvested.

2. The Buyer may access the tract from Highway 61/100 and/or Dew Sharpe Road along any existing paths leading into the wooded sections of the tract. The entrance from Dew Sharpe Road is an existing parking lot. Care will need to be taken to prevent damage to the existing asphalt surface. 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

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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 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 church operations and church 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. The tract is within the Jordan Lake Watershed. 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 orange flagging by the landowner. No flagged 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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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. Any questions regarding this sale should be directed to William H. Lock & Associates, Inc. in Greensboro, NC.

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