



# Forest Land Resource Consultants, PLLC

## Consulting Forestry

P.O. Box 7 • West End, NC 27376

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### INVITATION TO BID ON STANDING TIMBER

Owned by

**“Kerr Property”**

Montgomery County, NC

42 wooded acres, more or less

**SALE DATE: 12:00 P.M. – 10/9/2012**

### ***Timber Volumes***

<b><u>Product</u></b>	<b><u>Volume</u></b>
Pine Sawtimber	1467 tons
Pine Pulpwood	53 tons
Oak Sawtimber	479 tons
Yellow Poplar	210 tons
Hickory	52 tons
Hardwood Palletwood	378 tons
Hardwood Pulpwood	426 tons

A timber cruise using tenth acre fixed plots was performed to determine the timber volumes; however, timber volumes are given for information only and are not guaranteed. Cruise lines were spaced 4 chains apart and 2 chains between plots. Acres were determined using GPS. Timber was cruised as separate blocks and the volumes above are the combination of the two blocks.

### ***Bids***

All bids for this sale will be received on a **“lump sum basis only”**. Bids will be accepted and disclosed at **12:00 P.M. Tuesday, October 9, 2012** in my office in Seven Lakes (1008 Seven Lakes Dr., Suite 4). Please contact our office for directions. All interested buyers who would like to submit a bid in person are to meet at the office on the day of the sale. If you cannot be present for the sale, you have until 11:00 a.m. the same day to place your bid by mail, e-mail, fax (910) 673-3233, office (910) 673-0001 or by cell phone (910) 639-0124.

The owner reserves forty-eight (48) hours to determine the acceptance or denial of any or all bids.

### ***Description of Timber & Land***

All merchantable timber of every sort and kind contained within the designated sale area is offered for sale on a clear-cut basis. The timber consists of loblolly pine and mixed hardwood. The boundary for this sale has been flagged with Pink-Glo The SMZ has been painted with blue paint. Within the SMZ all trees 18 inches or larger at stump diameter may be harvested. Blue painted trees marking the SMZ are not to be harvested.

**Walter E. Thomas, RF:** Registered Forester #409 • Broker #47789 • [walter@forestlandrc.com](mailto:walter@forestlandrc.com)

**Matthew L. Wimberly, RF, ACF:** Registered Forester #1407 • Broker #254183 • Certified Burner #566 • [wimberly@forestlandrc.com](mailto:wimberly@forestlandrc.com)

**Terral H. Hill, RF:** N.C. Registered Forester #772 • S.C. Registered Forester #1413 • Certified Arborist #SO-0882A • [terryhill@forestlandrc.com](mailto:terryhill@forestlandrc.com)

**Daniel D. Burton, RF:** Registered Forester #208 • [ddb@forestlandrc.com](mailto:ddb@forestlandrc.com) (919)770-6285

### Tract Location and Access

This tract is located off Okeewemee Road, in Montgomery County. Refer to the attached maps for better detail. Please note that the White Rock Drive that shows on the sale map crosses another landowner. There is a woods road that is the south eastern boundary of the sale area that may be used for logging access. The power line may also be used for logging access.

### Conditions of Sale

- 1) The Buyer will have eighteen (18) months from the date of execution of the timber deed to cut and remove the timber.
- 2) No trees, lops, limbs, or other debris resulting from the logging operation shall be left in any roads, fields, branches, or across boundary or cutting lines.
- 3) All existing or constructed roads shall be left in as good as or better condition after use, as was prior to use. If weather conditions are such that excessive rutting or other damage is occurring to any areas of the property up to and including the Sale Area or Access road, Forest Land Resource Consultants, PLLC, Agent for the Seller, may suspend logging operations if appropriate measures are not taken to limit the damage.
- 4) All trash such as, but not limited to, oil cans, paper bags, sandwich wrappers, bottles, food cans, etc. are to be carried off on a daily basis.
- 5) Forest Land Resource Consultant, PLLC, Agent of the Seller, is to be notified when logging operations begin and at least three (3) days prior to completion.
- 6) **INDEMNITY CLAUSE:** The Buyer shall indemnify and hold harmless the Seller from any and all liability for loss to any person whomsoever for property damage, personal injury, death, or otherwise during activities incident to or related to this contract, including any fines resulting from noncompliance with Best Management Practices. The Buyer will carry sufficient insurance and liability insurance to protect Seller from any liability whatsoever, and will furnish evidence of such insurance upon request of Seller and/or his Agent.
- 7) The draining of oil, grease, or hydraulic oil onto the ground on this property is expressly forbidden. Drainage of such petroleum products should be into adequate containers and disposed of properly.
- 8) No line or corner witness trees are to be cut, and any destroyed property corner shall be immediately restored at the Buyer's expense.
- 9) The Buyer shall be liable for compliance with Forest Practices Guidelines Related To Water Quality (Best Management Practices): Statue 15 NCAC, Subchapter 1J, Sections .0101 thru .0209.
- 10) The Buyer shall at closing post a \$3,000.00 performance bond with Forest Land Resource Consultants, PLLC. The bond shall be forfeitable in part or in whole upon the basis of a final inspection by the Agent. The amount of the bond is not intended to limit what the agent may determine to be the maximum damage that may have been incurred or inflicted.

### Attachments

Volume summary sheets, timber sale map, and sale location map.

KERR TRACT  
MONTGOMERY COUNTY, NC



Dan Rd

Okeewennee Rd

White Rock Dr

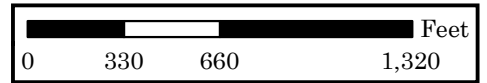
2ac.

18ac.




22ac.

Russell Rd

Usher-Britt Dr



**Legend**

-  Sale\_Area
-  Tract
-  Streets