

RAWLINGS CONSULTING FORESTRY

Post Office Box 1134 Wendell, North Carolina 27591-1134



**INVITATION TO BID ON
6.06 ACRES
OF STANDING TIMBER
OWNED BY
ELM GROVE FARM LIMITED PARTNERSHIP
JOHNSTON COUNTY, NORTH CAROLINA
THURSDAY, NOVEMBER 16, 2006 11:00 A.M.**

TIMBER VOLUMES:

	<u>Volume</u>	<u>Log Rule</u>	<u>Form Class</u>
Pine Sawtimber	92.7 MBF	Scribner	78
Pine Chip-N-Saw	29.3 Tons		
Sweetgum Sawtimber	3.5 MBF	Doyle	76
Yellow Poplar Sawtimber	1.3 MBF	Doyle	76
Misc. Hardwood Sawtimber	3.2 MBF	Doyle	76
Pine Fiber	23.4 Tons		
Hardwood Fiber	88.2 Tons		

LOCATION: This timber is located approximately 10 miles south of Clayton, in the Cleveland School Community of Johnston County, North Carolina. Access to view the timber is via two farm paths on either side of SR 1330 also known as Raleigh Road, approximately 230 feet and 910 feet south of Sonny Road or SR 1510. Look for the pink flagging and/or timber sale signs along the road. (See enclosed location map.)

PROPERTY LINES: Property lines and cutting lines adjacent to the timber sale area have been marked on the ground with pink flagging. There are numerous SMZ's on this property, all of which have been marked on the ground with pink SMZ flagging.

Phone: 919-365-5451

**Toll Free: 800-457-1121
rawlingsforestry@mindspring.com**

Facsimile: 919-365-5451

DESCRIPTION OF TIMBER: Offered for sale are several blocks of quality, mature pine timber totaling 6.0 acres. With the exception of the SMZ's, the entire timber sale is to be clear-cut and may be accessed via the farm paths and pasture from SR 1330 or Raleigh Road. Within the timber sale area, pine sawtimber averages over 15,280 board feet per acre and 308 board feet per tree. The hardwood sawtimber is of lesser quality, averaging an additional 1,326 board feet per acre.

Numerous streamside management zones have been marked on the ground for this sale. Within each SMZ, select high value trees have been marked with a large pink circle, indicating that they may be harvested in accordance with the applicable river rules. No equipment will be allowed to enter the streamside management zones.

This timber sale is to be a clean-cut / clear-cut. All unmerchantable timber, tops and/or branches will be cut or caused to be laid on the ground. Large dead snags will be exempt.

METHOD OF DETERMINING TIMBER VOLUME: A 100% inventory of this timber was conducted.

All merchantable pine timber was divided into one of three product groups. Pine saw timber was measured from a 14 inch DBH to an 8 inch or merchantable top. Pine chip & saw was measured between an 8 and 12 inch DBH to a 4 inch or merchantable top. Pine fiber was measured from a 6 inch DBH to a 4 inch top. All three product groups had a minimum height of one 16 foot log after which heights were measured using one half log increments.

All merchantable hardwood timber was divided into one of two product groups. Hardwood saw timber was measured from a 12 inch DBH to an 8 inch or merchantable top. Hardwood fiber was measured from an 8 inch DBH to a 4 inch top. Both product groups had a minimum height of one 16 foot log after which heights were measured using one half log increments.

Maps of the subject area and resulting acreage determinations were produced using ArcView Geographical Information System, Trimble Pathfinder Pro XR global positioning system and information from deeds, plats and aerial photographs.

SALE INFORMATION ONLINE: Complete information for all current timber sales is now available online at <http://www.rawlingsforestry.com/timbersales/>. Online information includes the bid invitation, sale map, inventory data and Stock & Stand tables, all of which are available in PDF format. Prospective bidders may register to receive automatic email notification of future timber sales at <http://www.rawlingsforestry.com/timbersales/emailnotices.html>.

THE SALE: This timber will be sold on a sealed bid, lump sum basis. Sealed bids will be accepted in our office, by mail, phone or FAX, until 9:00 A.M., **Thursday November 16, 2006** or bids may be brought in person to the place of sale. At **11:00 A.M.**, all bids in hand will be opened. The highest bidder will be the successful bidder, provided his bid is above the undisclosed minimum. The seller reserves the right to refuse any and all bids. A deposit of ten percent of the bid price is to be delivered to Rawlings Consulting Forestry within 72 hours of the bid opening. Upon receipt of the timber deed, the balance of the sale price will become due. Any questions concerning the sale should be directed to Brad Rawlings in Wendell, North Carolina at (919) 365-5451 or via e-mail at rawlingsforestry@mindspring.com.

PLACE OF SALE: The opening of bids will take place adjacent to Raleigh Road, at the residence indicated on the timber sale map. (See timber sale map.)

CONDITIONS OF SALE:

1. The buyer will have 12 months from the date of the timber sale to cut and remove this timber.
2. All roads and paths are to be left in at least as good a condition as that in which they were found.
3. The relationship between buyers and loggers must be in the form of a written contract. At a minimum, such contract must clearly state the adherence to the applicable River Rules, Best Management Practices, the endangered species act and the "Conditions of Sale" as stated in this bid invitation.

Phone: 919-365-5451

Toll Free: 800-457-1121
rawlingsforestry@mindspring.com

Facsimile: 919-365-5451

4. Rawlings Consulting Forestry must be notified at least 24 hours in advance, and not more than 72 hours in advance, of the initiation of logging operations. Failure to do so may result in an automatic partial or whole forfeiture of the performance bond.
5. Decking may be done in the pasture, adjacent to and as close as possible to the timber sale area. Skidding of logs between areas will be permitted (See timber sale map.)
6. In the event that adverse weather conditions and/or excess soil moisture make logging operations detrimental to the well-being of the land, Rawlings Consulting Forestry reserves the right to halt any and all logging operations. If logging operations are halted by Rawlings Consulting Forestry, the cutting time limit will be extended proportionally when weather conditions and soil moisture are conducive to continued logging.
7. This timber sale is to be a clean-cut / clear-cut. All unmerchantable timber, tops and/or branches will be cut or caused to be laid on the ground. Large dead snags will be exempt. No trees, limbs, brush, or other logging debris shall be left in or across the boundary lines, roads, fields, fences, drainage channels, creeks, or ponds. All stumps will have a maximum height of 11.5 inches.
8. **It will be the responsibility of the buyer** to meet the performance standards in the Forest Practices Guidelines Related to Water Quality (15NCAC 1J .0201 - .0209), Nutrient Sensitive Water Management Strategy as related to the Neuse River and Forestry Best Management Practices as described in a manual available from the North Carolina Division of Forest Resources. Any Riparian Buffer Zones or Streamside Management Zones marked by Rawlings Consulting Forestry will be considered a minimum requirement and it will be the responsibility of the grantee to ensure correctness and to provide additional width or area as needed. Crossing of the streams will be allowed provided that crossings are constructed according to Best Management Practices, the above-mentioned manual and with prior approval of Rawlings Consulting Forestry.
9. The buyer will not sell or assign any rights to any other person or entity to cut, saw, or remove any of the timber conveyed herein as firewood.
10. No boundary line trees are to be cut or unnecessarily damaged. Boundary line trees which are cut will be scaled according to International 1/4" Log Rule, Form Class 80 and paid for at the rate of \$800 per MBF.
11. The buyer will be required to post a \$2,000.00 performance bond with the owner's agent, Rawlings Consulting Forestry, at the time of closing. The bond shall be forfeitable in part or in whole upon the basis of a final inspection by Rawlings Consulting Forestry as to damage, if any, to be charged against said bond. Moreover, it is expressly stated that such bond is not intended to be agreed liquidated damages and is not intended to limit what Rawlings Consulting Forestry considers to be the maximum damage that could be incurred or inflicted.