

Rawlings Consulting Forestry, PLLC

Post Office Box 1134 Wendell, North Carolina 27591-1134



INVITATION TO BID ON

19.9 ACRES

OF STANDING TIMBER

OWNED BY

MARSHA G. WETHERINGTON

ONSLow COUNTY, NORTH CAROLINA

THURSDAY, JUNE 20, 2019 5:00 P.M.

*New Timber Sales
Are Now Posted
on
Facebook*

SALE BY THE UNIT

LOCATION: This timber is located 5.9 miles west of Swansboro in Onslow County, North Carolina. Access to the timber is directly from Curt Holland Road near the intersection with Thomas Holland Road, nine tenths of a mile from Belgrade Swansboro Road. Look for the pink flagging and/or timber sale signs along the road. (See enclosed location map.)

PLACE OF SALE: The opening of bids will take place at the office of Rawlings Consulting Forestry, PLLC. Bidders will be notified of the bid results as soon after the sale as possible.

PROPERTY LINES: All property lines are marked with pink flagging, fire breaks, fences or ditches. A boundary survey was completed in 1996 by Pate Phillips and Associates and titled "Mill Creek Acres, Section E". The map is recorded in Map Book 33, page 139 at the Onslow County Register of Deeds.

There are no stream-side management zones (SMZ) on this property.

DESCRIPTION OF TIMBER: Offered for sale is an old Weyerhaeuser plantation. The entire stand was heavily thinned in June of 2009, removing every third row and then thinning the remaining trees to a BA of 80. The 10 years of growth since has placed most of the trees into the small sawtimber and large chip and saw category.

THE SALE: This timber will be sold on a sealed bid, per **UNIT** basis. Sealed bids will be accepted in our office, by US mail, FAX, FedEx, UPS, email and phone until **5:00 P.M., Thursday June 20, 2019**, or bids may be brought in person to the place of sale. To assure accuracy, buyers are encouraged to submit their bids in writing. All bids should be accompanied by product specifications, destinations and a start date. As phone coverage varies by location and it is the buyer's responsibility to insure adequate coverage before attempting to submit bids at the last moment. **Bids will NOT be accepted at the location of the timber in Onslow County.** At **5:00 P.M.**, all bids in hand will be opened. The highest bidder will be the successful bidder, provided his bid is above the undisclosed minimum unit prices. 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, PLLC within 72 hours of the bid opening. Any questions concerning the sale should be directed to Brad Rawlings in Wendell, North Carolina at (919) 365-5451 or via e-mail at brad@rawlingsforestry.com.

CONDITIONS OF SALE:

1. Upon the initiation of logging activities, all logging must continue uninterrupted until completion.
2. Payment for timber removed the prior week must be received by Thursday the following week at the office of Rawlings Consulting Forestry, PLLC. All payments must be accompanied by a settlement summary, weight tickets and log scale tickets. Copies are acceptable provide there is complete legibility including the date, time and weight stamp.
3. The buyer will provide Rawlings Consulting Forestry, PLLC written authorization to verify delivery receipts at destination mills.
4. All roads and paths are to be left in at least as good a condition as that in which they were found.
5. 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. Rawlings Consulting Forestry, PLLC must approve the location of each crossing if any.
6. The buyer will be required to provide evidence of liability insurance of the buyer and the logging contractor in an amount suitable to the owners, showing the owners as additional insured, to protect owners from any and all claims for injury to persons or damage to property relating to any manner to the harvest.
7. Rawlings Consulting Forestry, PLLC 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.
8. All decking, skidding, and loading are to be done within the designated Sale Area (See timber sale map).
9. Within the timber sale area, 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.
10. 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 applicable river rules 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, PLLC 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.
11. In the event that adverse weather conditions and/or excessive soil moisture make logging operations detrimental to the well-being of the land or causes excessive mud on the main access path, Rawlings Consulting Forestry, PLLC 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 by double the time halted when weather conditions and soil moisture are conducive to continued logging.
12. 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.
13. The buyer will be required to post a \$3,000.00 performance bond with the owner's agent, Rawlings Consulting Forestry, PLLC, 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, PLLC 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, PLLC considers to be the maximum damage that could be incurred or inflicted. Furthermore, the **BUYER** agrees to forfeit the entire bond if logging is not initiated and completed within and by the terms of this Timber Purchase And Sales Agreement.