

CHARLES L. TATE, JR. AND ASSOCIATES

CONSULTING FORESTER AND REAL ESTATE BROKER

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AUGUST 04, 2006

STANDING TIMBER FOR SALE

OWNED BY:

**ORTON PLANTATION
"CRANE NECK" TRACT**

This timber will be sold to the highest bidder on **Friday, September 01, 2006**. Sealed bids will be accepted at the office of Charles L. Tate, Jr. and Associates by mail, telephone [(910) 646-3764], or in person prior to the sale. All bids accepted prior to the sale will be held confidential until the opening of all bids.

At 10:00 a.m. on **Friday, September 01, 2006**, all bids will be opened at the office of Charles L. Tate, Jr. and Associates, 10472 Sam Potts Highway, Lake Waccamaw, North Carolina (0.5 mile east of the intersection of N. C. 214 and State Road 1740). The highest bid will be the successful bidder. No bid below the undisclosed minimum will be accepted.

Showing will be made by appointment only. Call if you desire a showing. I will be glad to show the location of the timber and boundary lines and answer any questions concerning the timber sale.

Enclosed one will find a timber summary sheet, tree tally sheet, timber type map, aerial photograph, and location map to assist in determining your bid. If additional information is needed, contact Charles L. Tate, Jr. at (910) 646-3764, Lake Waccamaw, North Carolina.

CONDITIONS OF SALE:

LOCATION OF TRACT: The Orton Plantation "Crane Neck" tract is located south of N. C. 133 east of Boiling Springs. The "Crane Neck" tract lies in Smithville Township, Brunswick County, North Carolina.

PLACE OF SALE: The office of Charles L. Tate, Jr. and Associates, 10472 Sam Potts Highway, Lake Waccamaw (0.5 mile east of the intersection of Sam Potts Highway and State Road 1740 {Old Lake Road}).

DATE OF SALE: Friday, September 01, 2006.

TIME OF SALE: 10:00 a.m.

PLACE OF SHOWING: Showing will be made by appointment only. Call if you desire a showing.

SPECIES: Loblolly and Longleaf Pine.

LENGTH OF CUT: Two (2) years from date of most current notary acknowledgment on the timber deed.

TYPE OF HARVEST: Clearcut all timber located within the designated timber sale areas. No timber located in the areas designated as "OUT" is included in this timber sale.

BOUNDARY OF SALE: The cutting line has been marked with YELLOW paint.

ACCESS ROADS: Access is by an access road leading from N. C. 133.

DEED REFERENCE: Deed Book 1100, page 1205, of the Brunswick County Register of Deeds.

FIELDS, DRAINAGE DITCHES, CANALS, ROADS, AND FENCES: The grantee will be responsible for keeping all tree tops, trees, and logging debris clear of all fields, ditches, canals, roads, and fences. The grantee will restore at its own expense or pay actual cost of restoring the existing roads to same condition prior to its logging operation.

LINE TREES: Any line tree marked with **YELLOW** paint will not be conveyed in this timber sale. Any line tree cut by grantee will be charged to the grantee at \$ 600.00 per MBF based on Scribner Log Rule, Form Class 78.

SPECIAL NOTES:

- A. The date of closing will not exceed 20 working days from the date of sale, excluding Saturday and Sunday. Prior to closing, bidders will have the opportunity to have the title examined. If during the title search defects are found, bidders will notify Charles L. Tate, Jr. and Associates of such defects in writing, and bidders will be given additional time until the owner can remedy such defects.
- B. Terms will be cash, certified check, or company check at closing.
- C. All bidders are invited to attend the bid opening; however, it is not required that bidders be present in order for their bid to be considered.
- D. Charles L. Tate, Jr. and Associates reserves the right to reject any and all bids for any or no reason whatsoever.
- E. At the completion of the timber harvest, grantee or an agent for the grantee will be responsible for removing all trash (oil cans, paper, tires, plastic or glass drink bottles, or any debris placed on the cutting area by grantee or the grantee's agent) from the cutting area.
- F. The expense of cutting operation will be the sole responsibility of the grantee, its successors and assigns, and all risks and liabilities in such operation not inconsistent with the warranty herein, will be borne by the grantee or its successors and assigns.
- G. Grantee covenants with the grantors that neither the subject premises nor any substrata underlying the same will be used during the term of the timber deed for the purpose of storing, treating, or disposing of hazardous waste.
- H. Grantee shall observe Best Management Practices and applicable River Basin Rules, abide by North Carolina statutes on stream obstruction, water quality and sedimentation, and refrain from depositing any hazardous wastes on the premises. Grantee shall hold Grantors harmless from any noncompliance with the foregoing conditions and for any claim, injury or damages of any third party (including agents and employees of Grantee and its contract logger) arising from any activities conducted on the premises by Grantee under this contract.

- I. Grantee certifies that all wood harvested and/or removed under this agreement will be done in compliance with the State Forestry Best Management Practices and the American Forest and Paper Association Sustainable Forestry Initiative (“SFI”), including state sponsored logger education as defined by the State Sustainable Forestry Implementation Committee in the state in which this agreement is executed by the Grantee. Grantee shall keep evidence of such compliance during the term of this agreement, which should include copies of SFI training/education certificates, self-assessment check lists as agreed to between the Grantee and Grantor and any other appropriate evidence of compliance.
- J. The grantee will notify the Grantor’s agent, Charles L. Tate, Jr. and Associates, 48 hours prior to commencement of logging operations and 48 hours prior to completion of logging operations.
- K. Grantor or Grantor’s agent reserves the right to cease logging operations in specific areas if rutting occurs due to excessively wet conditions. Grantee will be allowed to continue logging operations in areas where rutting has not occurred. If this clause is invoked, the length of this timber deed will be extended for a time equal to the period of cessation.
- L. Borrow-pits cannot be constructed without location approval of Charles L. Tate, Jr. and Associates.
- M. The access road leading from N. C. 133 to the timber sale area may be widened in order to provide adequate access for log trucks and logging equipment.