

**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, May 12, 2011**  
(Bids taken at our office and not at the tract)

FRITH-EGGLESTON TRACT - HENRY COUNTY, VA

**TIMBER VOLUMES** – 131.7 +/- acres (clear-cut) and 77.6 +/- acres (Pine thinning)

<u>Timber Species</u>	<u>Est. Vol.</u>	<u>BdFt/Tree</u>
Virginia Pine	232,900	73
Shortleaf Pine	36,900	95
Loblolly Pine	16,300	93
Yellow Poplar	320,200	186
Red Oak	43,900	119
White Oak	20,200	109
Sweetgum	1,300	65
Hickory	11,900	135
Sycamore	22,200	152
Black Walnut	2,700	135
Beech	13,300	151
Maple	12,700	93
Ash	2,800	280
Miscellaneous	6,100	156
Totals	743,400	113

Pine Pulpwood was estimated at 438 Cords and Hardwood Pulpwood was estimated at 183 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. Volume estimates are based on a 3 x 3 chain 1/10<sup>th</sup> acre plot cruise (135 points).

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Frith - Eggleston Tract - Timber Sale

Sale Date: Thursday-May 12, 2011 at 11:00 am at our office

**LOCATION:**

This tract is located in the southeast quadrant of Henry County just east of Martinsville, VA. The parcel is south of Highway 58 and adjoins Beckham Church Road (Rte. 702) which is off of Irisburg Road (Rte. 650). See attached location maps.

**BIDS:**

The Eggleston Tract is being sold on a lump sum and per-unit, sealed bid basis. **The bid should include a lump sum value for the “clear-cut” portion of the timber and a “per-unit” value for the thinning areas. The “per-unit” bid should include a value for Pine pulpwood, Hardwood pulpwood, Pine sawtimber, and Hardwood sawtimber.** Bids will be accepted by **regular mail** if received by 5:00 pm on Wednesday, May 11, 2011 **OR** bids will be accepted by **email ([whlock@whlock.com](mailto:whlock@whlock.com)), telephone (336-632-9088), fax (336-632-9088), or in** person at my office until 11:00 am on Thursday, May 12, 2011. At 11:00 am on Thursday, May 12, 2011 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 which should occur on or before June 15, 2011. 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 and forestry consultant fees. The buyer will be responsible for all other closing costs. A \$3,000 non-refundable deposit will be collected at closing for the “thinning” portion of the tract. This will be used as a draw account when the timber thinning harvesting is started. A \$1,000 performance deposit will be payable at closing and held in a non-interest bearing trust account until satisfactory completion of logging. The performance deposit does not limit the buyer’s liability.

**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](mailto: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 specified timber.

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Eggleston - Timber Sale

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A- Clear-cut Sale – The “sale areas” are shown as single cross-hatched areas on the Timber Sale Map. The sale boundaries have been marked with pink flagging. No flagged or painted trees marking the sale boundaries and no trees outside the flagged or painted trees are to be harvested. It may be necessary to cross through some of the “buffer” areas and existing creeks to access other “sale areas”. This will be permitted but will need to be approved by WHL & Associates, Inc. during the preharvest inspection with the identified buyer. No additional monies will be required for the trees within these approved crossings. If creeks are crossed, Virginia Best Management Practices will need to be followed.

B- Thinning Sale – This thinning will be an “operator select” harvest with a target basal area of 70-90 sq.ft. of basal area. The “thinning sale areas” are shown as double cross-hatched areas on the Timber Sale Map. The thinning line between the thinning and clear-cut is marked with red paint. No red painted trees marking the thinning sale boundaries are to be harvested.

The Buyer shall harvest defective, diseased, crooked, and suppressed pines leaving the larger, more vigorous “crop” trees. The objective is to harvest the proper number of trees to leave an optimum stocking level of 70-90 square feet of basal area of growing Loblolly Pine timber. In areas where rows can be clearly identified, a fifth row thinning should be conducted with selected inferior trees being removed from between the rows. In areas where the rows cannot be identified, corridors should be placed approximately 50 feet apart with thinning between corridors to achieve the target basal area.

In areas where a large component of Virginia Pine has become established, the Virginia pine component should be removed first. This will allow the Loblolly Pine component to then be thinned down to the target basal area. In the event an area is primarily Virginia Pine, a total harvest may be conducted with prior approval of William H. Lock & Associates, Inc. Seller, or seller’s agent - William H. Lock & Associates, Inc., shall have the express right to halt all harvesting operations in the event the thinning operation is not achieving the desired basal area targets, if remaining stems are excessively damaged, or if any provisions of this contract are not being followed.

C- Creek Buffers – A) Creek buffers within the clear-cut “sale areas” are painted blue. No blue painted trees are to be cut or harvested. All pine of any size and hardwoods  $\geq$  16” diameter breast height (dbh) may be removed from these buffer areas provided all VA Best Management Practices and any applicable River Basin Rules are followed. B) Areas surrounding the creeks and drains within the “thinning” area are painted blue. Select harvesting of some pines and some larger hardwoods will be allowed provided all VA Best Management Practices and any applicable River Basin Rules are followed.

D- Cemetery–This “OUT” area is marked with pink flagging and two stripes of red paint.

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Eggleston - Timber Sale

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2. The Buyer may access the tract from Beckham Church Road along the existing woods path near the northern end of the parcel or at any other location adjoining the paved road. If the existing road is used, the road must be kept open and passable at all times for regular automobile traffic. All access routes will need to be installed and/or maintained according to all Virginia Best Management Practices. All existing roadways must be left in similar condition, reasonable wear and tear accepted, at the completion of the harvesting operation. Call W.H. Lock if questions concerning access routes. There is an existing gas line and power line traversing the tract. Buyer is responsible for following any necessary requirements for the use or crossing of any of these zones and agrees to immediately repair any damages to these areas done as a result of the harvesting operation.

3. The Buyer is responsible for maintaining a clean site. No equipment parts, trash, tires or other debris shall be left on the property as a result of the harvesting operation. 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 they resulted from the harvesting operation. Responsibility will include any required remediation including but not limited to the removal of contaminated soils. Deck sites, loading sites, and/or truck parking areas must be free of logging debris, smoothed when completed, and re-seeded at the completion of the harvesting operation.

4. The Buyer is responsible for following all Federal, State, and local regulations regarding timber harvesting activities. Buyer is responsible for harvest notification required under Virginia law and for obtaining any other necessary permits or licenses required for timber harvesting. All logging operations must conform to Virginia Best Management Practices. 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.

5. All property lines and corners are marked with pink flagging. 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, Virginia 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.

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6. 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. Telephone numbers are Office: (336) 632-9088. The buyer and/or logger must complete a pre-harvest inspection with WHL & Associates prior to beginning any logging activity.
7. Seller reserves the right 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.
8. 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 minimum amount of 1 million dollars and will provide satisfactory evidence of coverage at closing and maintain this coverage throughout the harvesting operation.
9. 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.
10. 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.
11. 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 these conditions, 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 at our office number - (336) 632-9088.