



C & K Forestry Services, Inc.

CONSULTING FORESTERS
628 Country Green Lane
Charlottesville, VA 22902
Office: 804-971-9992
FAX: 804-979-4716

J. D. "Buddy" Thomas, Jr.
Randy C. Kyner

John E. Bickford
Terry B. Shaffer

July 17, 1997

Mr. Benjamin J. Trichilo, Trustee
2703 Silkwood Court
Oakton, Virginia 22124

Dear Mr. Trichilo,

Enclosed is a check from Tapscott Brothers Logging in the amount of \$465.05. This check reflects payment in full for one load of timber that was "blown down" and not included in the TIMBER DEED dated 4/17/97.

The harvest on the property is now complete. Buddy Thomas has inspected the tract five times during the course of the operation. There are a couple hours of BMP work that needs to be complete. However, Westvaco plans to finish this work up shortly. Enclosed is a release agreement. Buddy and Randy are very satisfied with the harvest and have no concerns about releasing the tract. If you'd like to come and inspect the tract personally before signing the release, please give Buddy or Randy a call. They would be glad to meet with you.

Please give us a call if you have any questions or concerns.

Regards,

Terry B. Shaffer
For: C & K Forestry Services, Inc.

enclosure



Nelson J. Shaw, Forester
VA Dept. of Forestry
Post Office Box Q
Charlottesville, VA 22903
804-971-1526

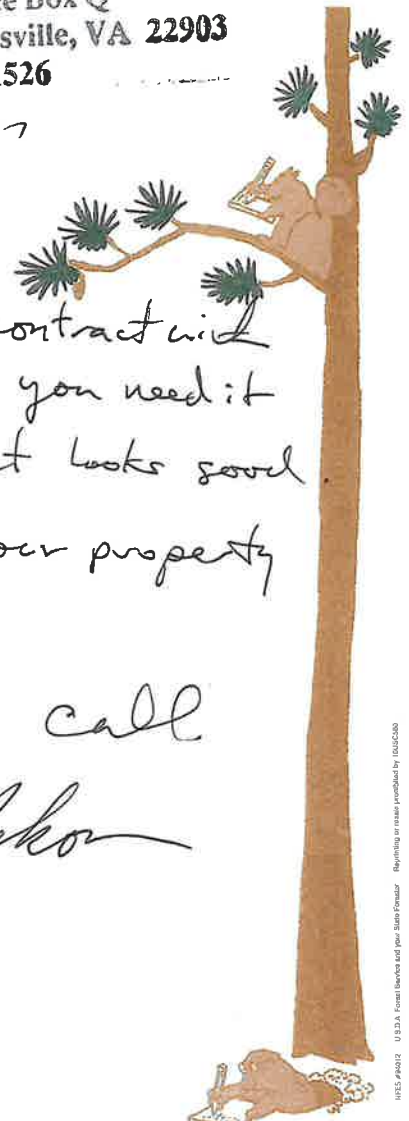
5/10/97

Dear Mr. Trichilo

I received your contract with
westvaco Corp. Do you need it
back. The contract looks good.
They moved onto your property
last week.

Any questions call

Nelson



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Help Smokey Prevent Forest Fires



NELSON J. SHAW
AREA FORESTER

DEPARTMENT OF FORESTRY
P.O. Box Q
CHARLOTTESVILLE, VA 23903

OFFICE: 804-971-1526
HOME: 804-973-2215

THIS TIMBER DEED, made and entered into this 17th day of April, 1997, by and between BENJAMIN J. TRICHILO, Trustee, party of the first part, hereinafter referred to as the Seller; and WESTVACO CORPORATION, Covington, Virginia, party of the second part, hereinafter referred to as Westvaco, now therefore;

W I T N E S S E T H:

That for and in consideration of the sum of NINETY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$96,500.00), receipt of all of which is hereby acknowledged, the Seller does hereby grant and convey with General Warranty of Title unto Westvaco all the merchantable pulpwood and timber situate upon property of the Seller as hereinafter described and subject to the following terms and conditions:

(1) Westvaco shall have the exclusive right to harvest and remove the merchantable pulpwood and timber located within the red painted boundaries from a parcel of land containing 90 acres, more or less, as shown on the map attached to and made a part of this timber deed. The said 90 acres are a portion of that tract of land containing 186.47 acres, more or less, situate in Albemarle County, Virginia, and being more particularly described by a plat of survey prepared by R. W. Ray, R. O. Snow & Associates, Inc., dated April 11, 1989, and recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia in Deed Book 1043 at page 584 and being the same property conveyed to Benjamin J. Trichilo, Trustee, by deed dated April 13, 1989 and recorded in the said Office of the Clerk in Deed Book 1043 at page 580.

(2) The Seller warrants that he is lawfully seized and possessed of the aforesaid timber and real estate; that he has full power and authority to convey same; that he has done no act to encumber said; and that he will execute such further assurance as may be requisite.

(3) It is understood and agreed by the parties hereto that Westvaco shall have necessary and convenient right-of-way over and across the lands of the Seller for the purposes of harvesting and removing the pulpwood and timber herein conveyed.

(4) It is understood and agreed by the parties hereto that all trash, paper, oil cans, or other material brought to the property by Westvaco's employees, agents, contractors, or sub-contractors shall be removed upon completion of harvesting.

Westvaco shall remove all tree tops, branches, and other debris from previously existing roads, open fields, streams, and adjoining property that result from timber harvesting.

Westvaco shall, at its expense, repair damages resulting from timbering operation to loading areas, main skid trails, and truck haul roads, and will install water diversion ditches where there is a concentration of water or where an erosion problem exists. Westvaco further agrees to smooth ruts in the truck haul roads and main skid trails prior to leaving the area upon completion of all timber harvesting activities (following the Best Management Practices guidelines established by the Virginia Department of Forestry).

(5) It is understood and agreed by the parties thereto that Westvaco has provided information concerning the advantages of using Forestry Best Management Practices (BMPs) and reforestation. It is understood and agreed by the parties hereto that Westvaco will conduct harvesting operations in compliance with applicable Virginia Forestry Best Management Practices and the Implementation Guidelines of the American Forest and Paper Association Sustainable Forestry Principles.

(6) It is understood and agreed by the parties hereto that Westvaco shall have the right to subcontract portions of the logging operation, but not to assign the responsibilities acquired hereby to a third party without prior written consent of the Seller.

(7) It is understood and agreed by the parties hereto that Westvaco shall cooperate fully with inspections made by C & K Forestry Services, Inc. and notify them when the harvesting operation is to begin and when it is completed.

(8) The Seller warrants to Westvaco that to the best of the Seller's knowledge, the merchantable pulpwood and timber sold herein may be harvested without violating the Endangered Species Act, 16 U.S.C. Section 1531-44, as amended for its accompanying regulations, Westvaco relying on such assurances. In the event that Westvaco or its agent, during the harvest of the merchantable pulpwood and timber, determines that it is not appropriate to continue the harvest because of the possible presence of an endangered species, the Seller will refund pro rata the purchase

price to Westvaco retaining only what the Seller and Westvaco establish is the equitable amount for that already harvested.

(9) It is understood and agreed by the parties hereto that Westvaco's contract loggers shall have workers' compensation insurance and a minimum of \$500,000 general liability insurance covering all operations relating to this agreement. Westvaco shall indemnify and save the Seller harmless from any claims (including workers' compensation claims), suits, liability, or damage (including attorney's fees) arising from or caused by Westvaco, its agents, employees, contractors, or subcontractors, in harvesting the pulpwood and timber herein conveyed. The Seller shall not be liable for loss of harvestable timber due to theft or fire provided that the Seller is in no way responsible for the theft or fire. During the period of the agreement, the Seller reserves the right to require Westvaco to furnish certificates of insurance and/or copies of insurance policies of Westvaco's contract loggers. Westvaco agrees to give the Seller 30 days written notice prior to cancellation of said insurance.

(10) It is understood and agreed by the parties hereto that no hunting or firearms are permitted on the property.

(11) It is understood and agreed by the parties hereto that Westvaco shall have until 4/1/99 or until timber harvesting is completed, whichever occurs sooner, in which to harvest and remove the pulpwood and timber herein conveyed. Title to all harvestable timber cut and not removed by 4/1/99 shall revert to Seller.

(12) It is understood and agreed by the parties hereto that

Westvaco shall observe all laws and take reasonable precautions in regard to the Virginia forest fire laws. The Seller shall be responsible for meeting the requirements of the Virginia Seed Tree Law, if applicable.

(13) Should any tree or trees be cut, damaged, or destroyed which are not designated for harvesting, then Westvaco shall pay as liquidated damages for such tree or trees three times the current stumpage value as determined by C & K Forestry Services, Inc. Volumes shall be estimated using the International 1/4 inch tree scale. Should any undesignated tree or trees be cut, then Westvaco shall promptly reimburse the Seller for any costs and liquidated damages for the tree or trees involved, as well as the costs for the inventory and appraisal of any tree or trees cut, damaged, or destroyed.

(14) In the event of a dispute between the parties hereto which cannot be resolved, the matter shall be submitted to arbitration, with the Seller selecting one arbitrator, Westvaco selecting one arbitrator, and a third arbitrator selected by the two other arbitrators. The decision of the arbitrators shall be by majority vote.

(15) No guarantee as to the board foot volume or to the number of acres involved in this transaction has been made by the Seller.

(16) Upon completion of all timber harvesting activities and the fulfillment of all contract obligations this Agreement shall be terminated and an Agreement of same shall be signed by both parties. Within 30 days after completion of all timber harvesting,

Westvaco shall prepare and record, at its sole expense, a full and final Release and Certificate of Satisfaction of any and all obligations of Seller under this timber deed.

WITNESS the following signatures:

Benjamin J. Trichilo
BENJAMIN J. TRICHILO, TRUSTEE

I intend to reforest my tract

Yes No Initials *BT*

I intend to follow Virginia Best Management Practices on my tract

Yes No Initials *JW*

STATE OF VIRGINIA

CITY/COUNTY OF FAIRFAX; to-wit:

I, Debra B. Jones, a Notary Public in and for the County and State aforesaid, do hereby certify that BENJAMIN J. TRICHILO, Trustee, whose name is signed to the above writing dated on this 17th day of April, 1997, has this day acknowledged the same before me in my said County and State.

Given under my hand this 17th day of April, 1997.

Debra B. Jones
Notary Public

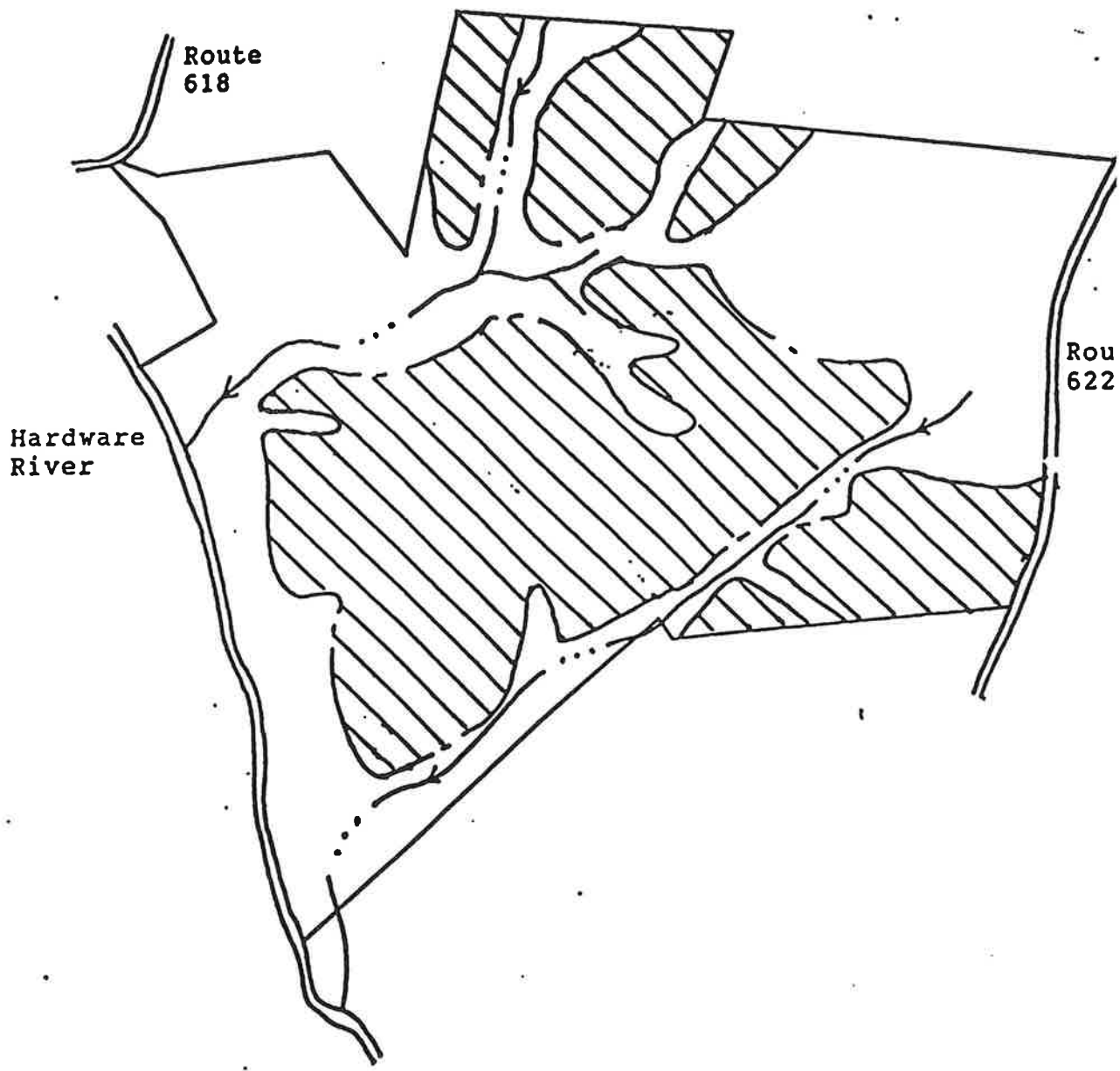
I was originally commissioned as
Debra L. Baker, Notary Public

My Commission Expires:

3/31/98



BENJAMIN J. TRICHILO, TRUSTEE TRACT
ALBEMARLE COUNTY, VA



SALE AREAS: 

2-15-91

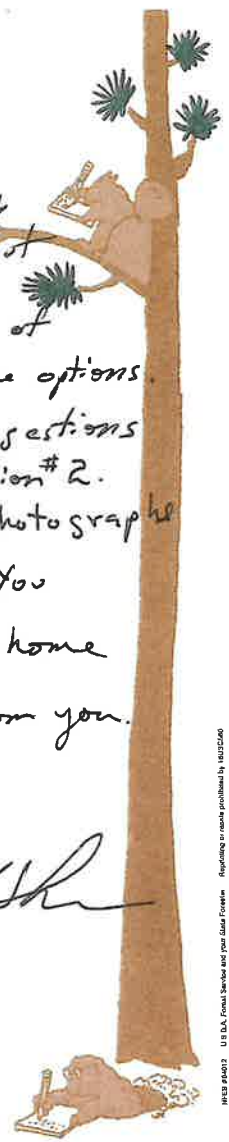


Dear Mr. Trichilo,

I have not forgotten about you. This is the busiest time of year for us. Attached are three options. I have not followed up my suggestions with a field visit, I believe option #2. I still plan on getting you photographs of stand 1,2 - 6 years old. You are welcome to call me at home. I look forward to hearing from you.

Sincerely
Nelson J. Shaw

Help Smokey Prevent Forest Fires



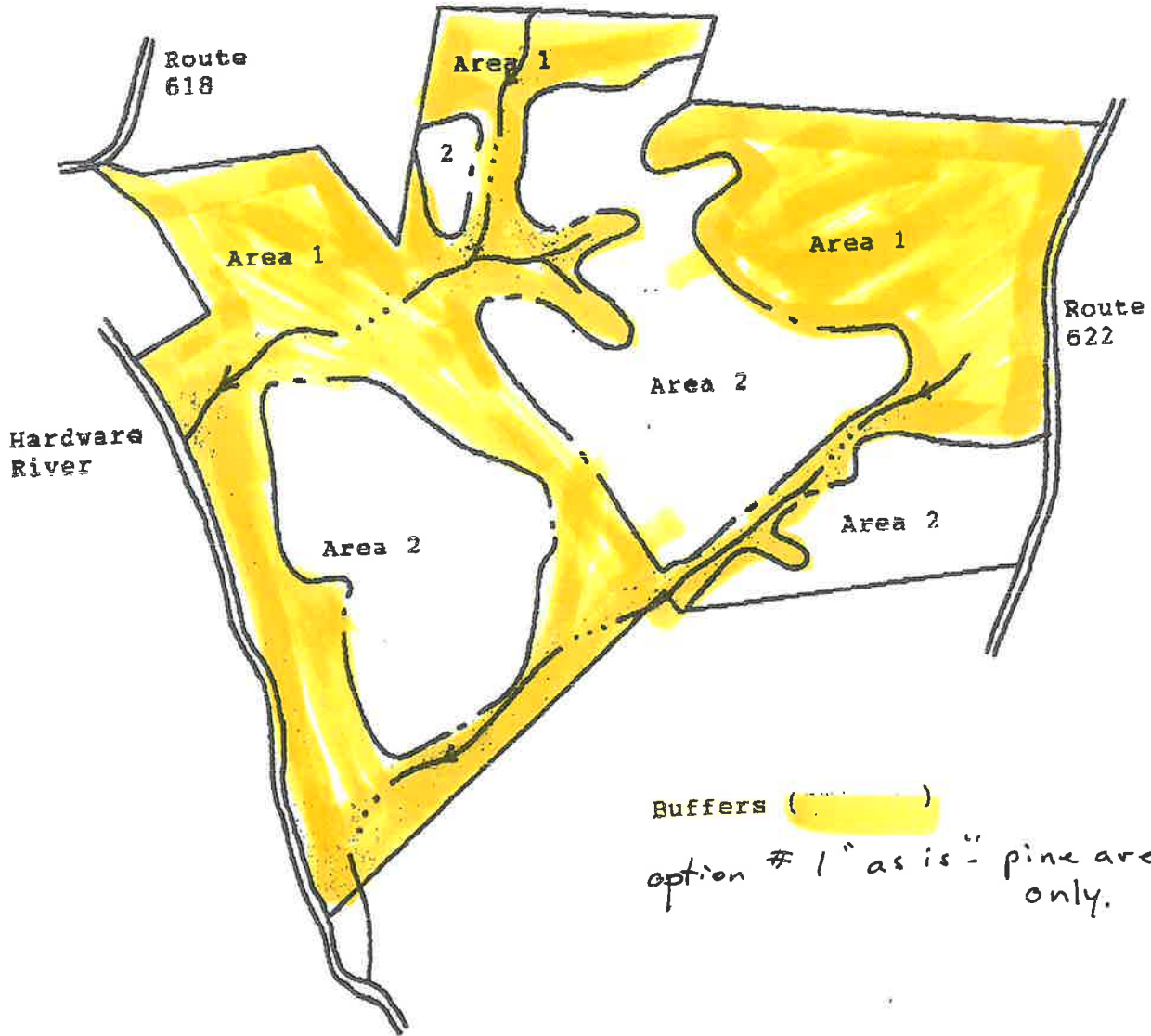
NELSON J. SHAW
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Trichilo Property
Albemarle County, Virginia

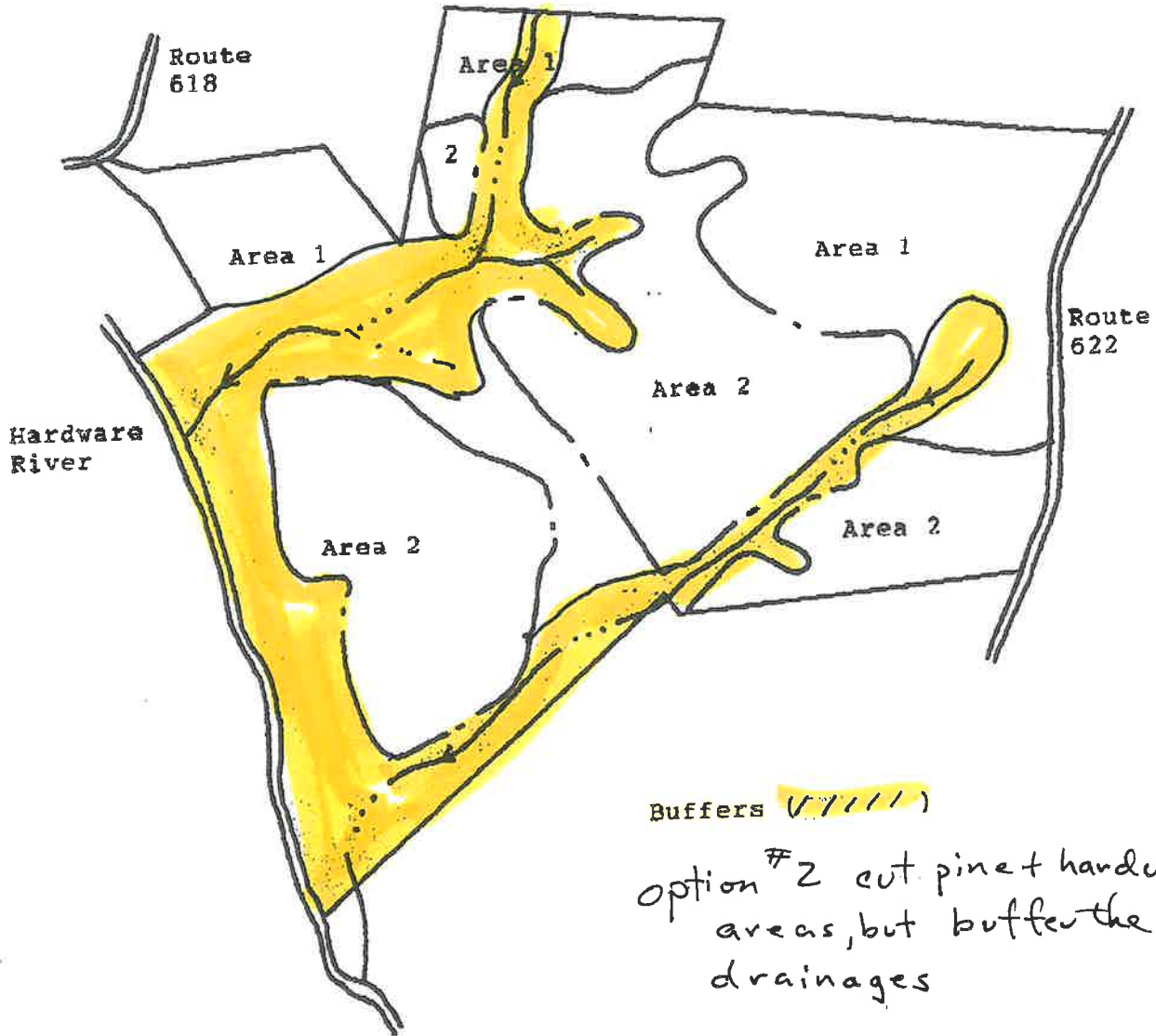


Buffers ()
option # 1 "as is" - pine areas only.

SCALE: 1 inch = 660 feet

FROM THE OFFICE OF:
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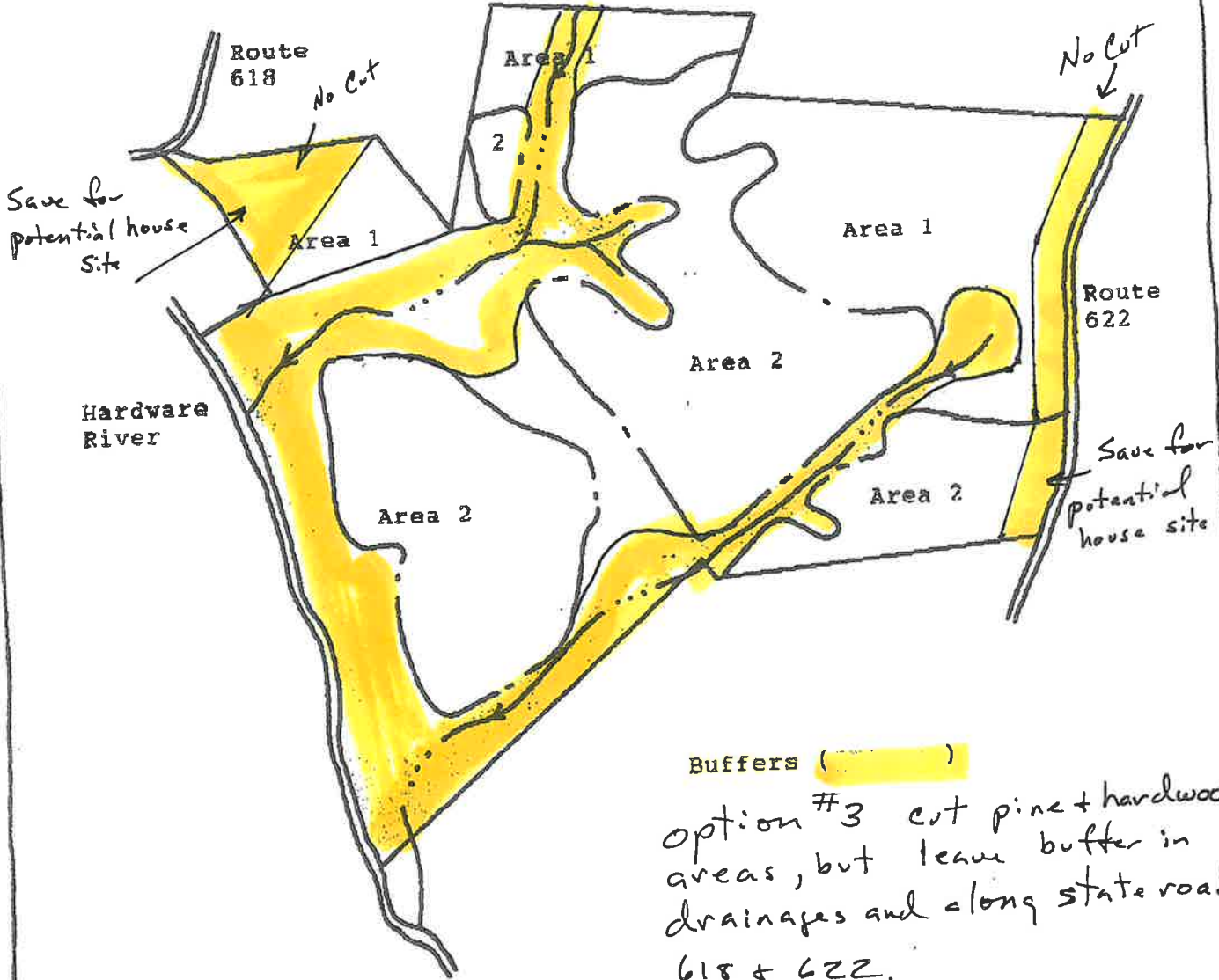
Trichilo Property
Albemarle County, Virginia



SCALE: 1 inch = 660 feet

FROM THE OFFICE OF:
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Trichilo Property
Albemarle County, Virginia



SCALE: 1 inch = 660 feet

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John E. Bickford
Terry B. Shaffer

J. D. "Buddy" Thomas, Jr.
Randy C. Kyner

TIMBER VOLUME ESTIMATE TRICHILLO TRACT ALBEMARLE COUNTY, VIRGINIA

- * INTERNATIONAL 1/4" TREE SCALE.
- * VOLUMES ARE LISTED IN THOUSANDS OF BOARD FEET.
- * DBH MEANS DIAMETER OF TREE AT BREAST HEIGHT (4.5 FT. ABOVE GROUND).
- * Acreage: Clearcut: 90 acres (more or less)

DBH	Pine	Poplar	Mixed Oak	Miscellaneous
10	107.6			
12	127.1	2.9	7.1	.2
14	50.7	7.4	21.7	4.9
16	19.9	5.2	23.7	1.6
18	6.5	2.3	12.4	1.9
20		2.7	9.1	.2
22		2.8	4.3	
24		1.8	.4	
Total	311.8	25.1	78.7	8.8

Total Sawtimber = 424,400 Board Feet

-----PULPWOOD-----				
DBH	PINE		HARDWOODS	
	Volume (Cords)	Weight (Tons)	Volume (Cords)	Weight (Tons)
6	203	538	31	81
8	589	1558	84	218
10	48	127	72	187
12	0	0	77	200
14	0	0	31	81
Tot.	840	2223	295	767

THIS VOLUME ESTIMATE IS PROVIDED SOLELY FOR POTENTIAL BIDDERS TO DECIDE IF THEY ARE INTERESTED IN THE TIMBER. DUE TO VARIATIONS IN TIMBER UTILIZATION AND LOGGING TECHNIQUES, BIDDERS ARE ENCOURAGED TO MAKE THEIR OWN ESTIMATE OF THE QUALITY AND QUANTITY OF TIMBER BEING OFFERED FOR SALE.

1/28/97 Matt Dowdy : (540) 967-1707 Evenings/Weekends
 Randy Kyner : (804) 492-9082 Evenings/Weekends



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Terry B. Shaffer

STANDING TIMBER FOR SALE ALBEMARLE COUNTY, VIRGINIA

Seller..... Benjamin J. Trichilo, Trustee.

Location..... The tract is located approximately 2 miles north of Scottsville along State Route 622 (see map).

Type of Sale..... Sealed bids, to be opened publicly.

Show Date At your convenience or call for appointment.

Time and Place of Sale.. MARCH 11, 1997 PROMPTLY AT 11:00 A.M. BIDS WILL BE OPENED AT THE PROPERTY -SEE MAP.

Type of Harvest..... Clearcut all merchantable timber within the RED painted cutting boundaries - see map.

Estimated Volumes..... See next page.

Acreage..... Clearcut Area: 90 acres (more or less)

Terms of Sale One-half payment is due upon closing of the timber agreement (within 3 weeks). The second payment is due September 15, 1997 or whenever one-half of the timber has been harvested; whichever occurs first.

Length of Cutting Time.. Two years from closing.

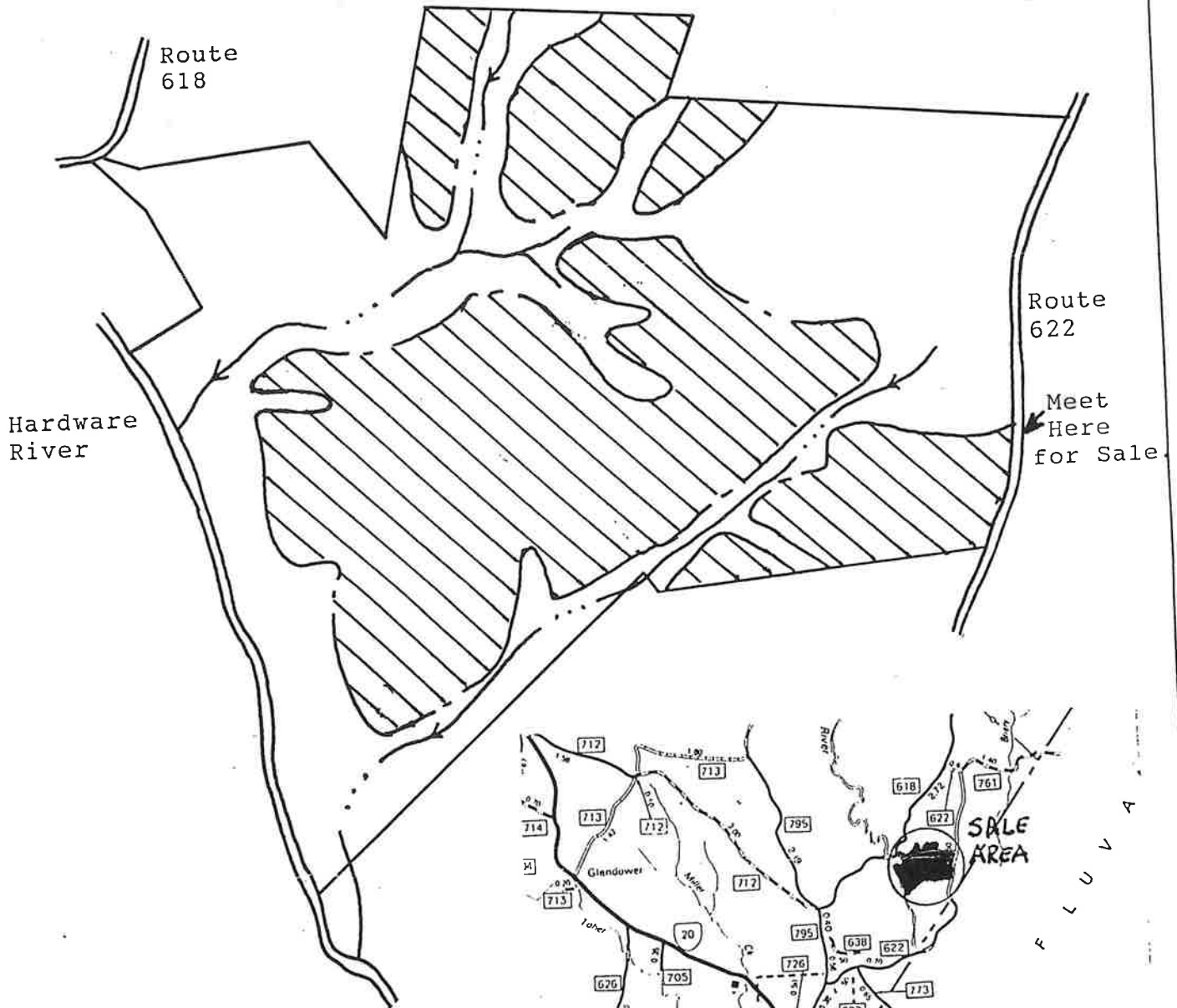
Additional Information...

- * Buyer is expected to follow Best Management Practices as recommended by the VDF.
- * Buyer must provide a Certificate of Insurance with a minimum of \$500,000 general liability insurance and workman's compensation insurance prior to harvesting.
- * No firearms or hunting are permitted.
- * All Firewood in laps reserved by Owner.
- * The Owners reserve the right to refuse any and all bids.
- * A copy of the proposed timber contract is available upon request.
- * Bids may be brought to the opening or mailed to me. Please indicate on the outside of the envelope that it is a "TRICHILO SALE TIMBER BID" and it will not be opened until the scheduled time; all bids are confidential. **PLEASE USE THE ATTACHED BID FORM.**

2/11/97

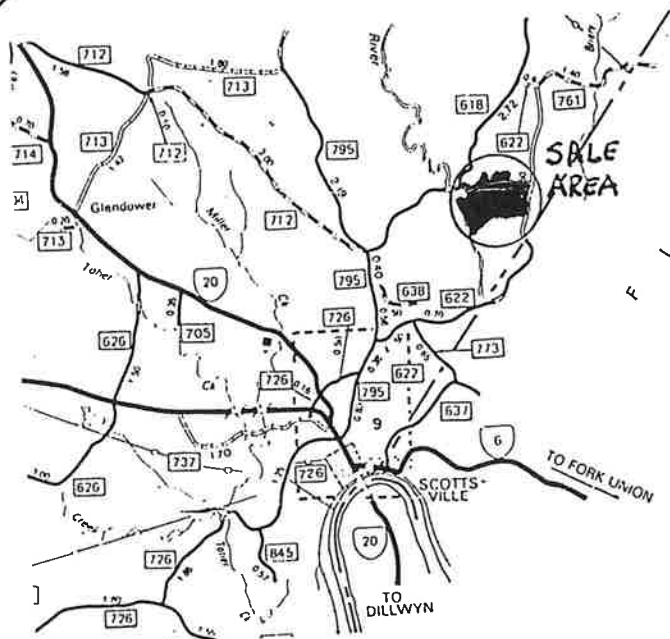
Randy C. Kyner
Randy C. Kyner (804) 492-9082

Trichilo Property
Albemarle County, Virginia
Timber Sale: March 11, 1997
Promptly at 11:00 AM



SALE AREAS: 

SCALE: 1 inch = 660 feet



FROM THE OFFICE OF:
C & K Forestry Services, Inc.
CONSULTING FORESTERS



C & K Forestry Services, Inc.

CONSULTING FORESTERS

628 Country Green Lane

Charlottesville, VA 22902

Office: 804-971-9992

J. D. "Buddy" Thomas, Jr.
Randy C. Kyner

John E. Bickford
Terry B. Shaffer

BID FORM

FOR

TRICHILO TRACT
ALBEMARLE COUNTY, VIRGINIA

Sale Date: MARCH 11, 1997 promptly at 11:00 A.M.

I/We _____ wish to submit a bid agreeing to purchase all merchantable timber within the RED painted cutting boundaries on 90 acres (more or less) - see map. The timber is owned by Benjamin J. Trichilo and is located approximately 2 miles north of Scottsville along State Route 622 in Albemarle County, Va. My bid for this timber is:

\$ _____

Signed: _____

For: _____

(Name of Company)

Address: _____

Date: _____

Phone: _____

This bid is valid until _____

(minimum 36 hours)



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Terry B. Shaffer

J. D. "Buddy" Thomas, Jr.
Randy C. Kyner

January 23, 1997

Mr. Benjamin J. Trichilo
2703 Silkwood Court
Oakton, Virginia 22124

Dear Mr. Trichilo,

Thank you for requesting a timber evaluation on your 186 acre property located off State Route 622 along the Hardware River in Albemarle County, Virginia.

The tract was separated into two management areas. The areas are separated based on species composition. The first area consists of mixed hardwoods. This area is a combination of Stands 1, 3 and 4 in your stewardship plan dated March 3, 1994. The majority of Stand 3 consists of creek buffers which need to be left along the drainages to comply with Virginia's Best Management Practices - (see map). Only the sawtimber trees in these buffers are included in the volume and value table. Based on my observation, I estimate the majority of the trees are between 80 - 100 years of age. As stated in the stewardship plan, the timber in Stand 1 has been highgraded in the past. Many of the residual trees have poor quality. The local soil survey suggests the land would be more productive growing pine. I realize these trees have intrinsic value for real estate development. However, for best timber management production, I recommend clearcutting and reforesting with loblolly pine.

The value range provided reflects current stumpage values. These figures are what you can expect to receive based on removing all merchantable timber from Stand 1 and only sawtimber trees from Stands 3 and 4:

Area 1 (113 acres more/less)

Species	MBF	\$ Range/MBF	Value Range	
Virginia Pine	18.7	100.00- 115.00	1,870-	2,150
Shortleaf Pine	8.1	115.00- 125.00	930-	1,010
Poplar	33.2	110.00- 120.00	3,650-	3,980
Miscellaneous	27.7	60.00- 70.00	1,660-	1,940
White Oak	150.3	125.00- 135.00	18,790-	20,290
Red Oak	99.1	120.00- 130.00	11,890-	12,880
Total Sawtimber	337.1		38,790-	42,250
	Cords	\$ Range/Cord		
Pulpwood (Pine)	55.0	16.00- 20.00	880-	1,100
Pulpwood (Hdwd)	845.0	6.00- 8.00	5,070-	6,760
Total Value of Sawtimber and Pulpwood.....\$			44,740-	50,110

C & K Forestry Services, Inc.
CONSULTING FORESTERS

Mr. Trichilo
Page 2
January 23, 1997

The second area consists mainly of natural regenerated pine on abandoned farmlands. This corresponds to Stand 2 in your stewardship plan. The majority of the trees are mature to overmature. I agree with the recommendation in your stewardship plan that this area be clearcut and reforested with loblolly pine.

The value range provided reflects current stumpage values. These figures are what you can expect to receive based on removing all merchantable timber from Stand 2.

Area 2 (73 acres more/less)

Species	MBF	\$ Range/MBF	Value Range
Virginia Pine	229.9	100.00- 110.00	22,990- 25,290
Shortleaf Pine	78.7	115.00- 125.00	9,050- 9,840
Poplar	35.2	90.00- 100.00	3,170- 3,520
Miscellaneous	4.6	60.00- 70.00	280- 320
White Oak	13.5	100.00- 125.00	1,350- 1,690
Red Oak	11.6	100.00- 125.00	1,160- 1,450
 Total Sawtimber	 373.5		 38,000- 42,110
	Cords	\$ Range/Cord	
Pulpwood (Pine)	832.0	16.00- 20.00	13,310- 16,640
Pulpwood (Hdwd)	169.0	6.00- 8.00	1,010- 1,350
Total Value of Sawtimber and Pulpwood.....\$			52,320- 60,100

The above sawtimber volumes were derived using the International 1/4 inch tree scale and are listed in thousands of board feet (MBF). Pulpwood volumes are listed in standard cords (128 cubic feet).

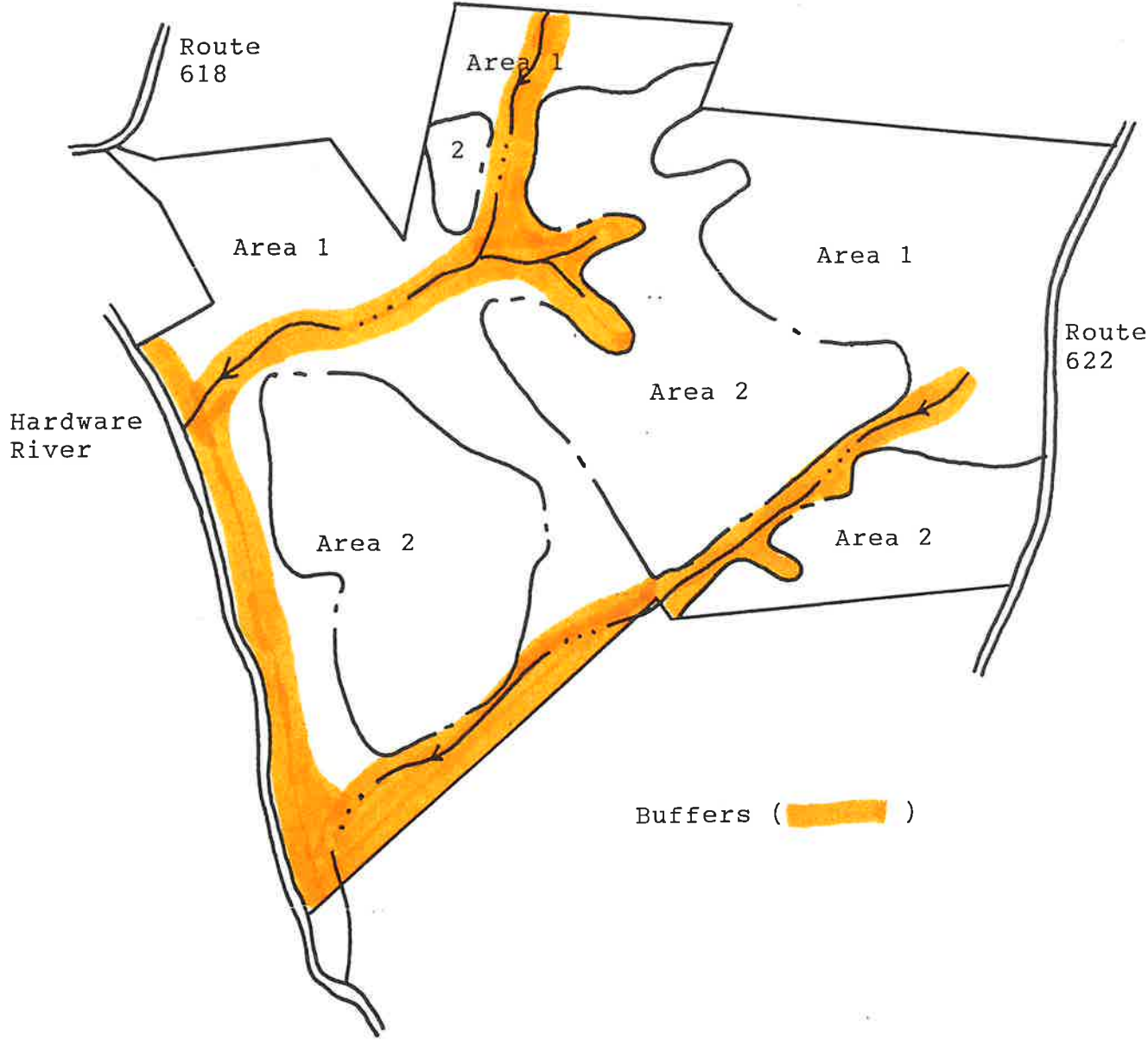
As we discussed, the market for wintertime wood is at a peak. To take advantage of this, we should advertise the sale by mid-February and have the sealed bid opening at the end of February or early March. Please give me a call once you have reviewed this report to let me know how you wish to proceed. My evening/weekend number is (804) 492-4092 if more convenient.

Thank you for the opportunity to be of service,

Sincerely,

Randy C. Kyner
Randy C. Kyner

Trichilo Property
Albemarle County, Virginia



SCALE: 1 inch = 660 feet

FROM THE OFFICE OF:
C & K Forestry Services, Inc.
CONSULTING FORESTERS