

## TIMBER SALE CONTRACT

This **TIMBER SALE CONTRACT**, made this the 17th day of August, 2011 by and between **John Owner**, hereinafter referred to as **SELLER**; and **ABC Lumber Co.**, and whose mailing address is 1022 US Highway 58 West, Stuart, Virginia, hereinafter referred to as **BUYER**.

### WITNESSETH

Being a portion of the same property conveyed to the **SELLER** in Deed Book 427, page 142 and of record in the Henry County Clerk of Courts Office. The property is further identified as Parcel No. 68.3 (000)000/032,33 Henry County Tax Office. The portion of the property involved in this contract is located on the northwest side of Horse Pen Creek.

For **CONSIDERATION** of the following payment schedule, the **SELLER** does bargain, grant and convey unto the **BUYER** all of the following described timber. The **BUYER** agrees to pay the following prices for the timber harvested on the **SELLERS'** property.

### PAYMENT SCHEDULE

<u>SPECIES</u>	<u>RATE PER UNIT</u>
Small Pine Sawtimber 7" and larger Small End	\$ 00.00/ Ton
Large Pine Sawtimber 12" and larger Small End	\$ 00.00/ Ton
Pine Pulpwood	\$ 0.00/ Ton
Grade Poplar, Oak, Ash, Cherry, Walnut	\$ 00.00/ Ton
Oak Crossties	\$ 00.00/ Ton
Misc. Hardwood Crossties	\$ 00.00/ Ton
Hardwood Pallet Logs	\$ 00.00/ Ton
Hardwood Pulpwood	\$ 0.00/ Ton

### TIMBER BEING CUT

This timber sale is a "Pay As Cut" sale. The timber sale area shown as the John Owner Tract on the attached Timber Sale Map will be clearcut. The Timber Sale Map is attached and designated as Exhibit "A". All trees of every kind, size, and description may be cut and removed. The boundary lines are marked with red paint and pink flagging and the buffer strip along Horse Pen Creek is marked with pink flagging. The total consideration and purchase price of timber cut hereunder shall be based upon the volumes of timber cut and delivered at the rates specified above.

Weekly settlement statements with copies of all delivery tickets will be mailed to John Owner, P. O. Box 4386 Martinsville, VA 24115.

## **CONDITIONS OF THE SALE**

The **BUYER** agrees to:

- 1.) **BUYER** does not guarantee any total volume or value of timber being harvested. Boundary line trees are painted red and are excluded from any cutting. The **BUYER**, its successors and assigns, shall have until December 1, 2013 to cut the aforementioned timber.
- 2.) The timber will be skidded from the sale area along the cleared sewer line easement to the Don Owner Property for loading.
- 3.) Leave no trees, limbs, or tops in existing roads, reserved areas, streams, or across cutting boundaries. Logging operations and additional roads must conform to Virginia Best Management Practices.
- 4.) The ground on compacted loading decks or trailer drops will be sub-soiled or broken up and seeded, fertilized, and a suitable perennial vegetative cover re-established following the logging operation.
- 5.) Dispose of all used oil, machine fluids, cans, bottles, and paper in a proper manner during and at the completion of the logging operation.
- 6.) Existing roads will be maintained and restored in as good or better condition as exists at the time of the signed Timber Sale Contract.
- 7.) W. Michael Lewis will be contacted three (3) days prior to the beginning of logging and three (3) days prior to the completion of the logging operation.
- 8.) In the event that logging operations are causing unreasonable damage to the soils due to severe weather, W. Michael Lewis reserves the right to temporarily halt said logging operation. Lost time will be added to the terms of the cutting contract.
- 9.) The **SELLER** shall not be liable for any personal injury or property damage suffered by the **BUYER'S** operations under the terms of this contract. The **BUYER** hereby indemnifies the **SELLER** and shall hold the **SELLER** harmless from any such liability.

For the purpose of cutting and removing the designated trees, the **SELLER** is granted ingress and egress from SR 777 into the Owner Property.

**SELLER** does warrant and guarantee title to the property is free and clear of all liens and encumbrances.

The **BUYER** accepts the conditions of this **TIMBER SALE CONTRACT** by acknowledging with his signature.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

**WITNESS** the following signatures and seals

DATE: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

John Owner