

TIMBER SALE CONTRACT

HENRY COUNTY, VIRGINIA

TAX MAP ID#

This **TIMBER SALE CONTRACT**, made this the _____ by and between _____ hereinafter referred to as **SELLER**; and _____, hereinafter referred to as **PURCHASER**:

WITNESSETH

For **CONSIDERATION** of the sum of _____ (\$ _____) cash in hand, the **SELLER** does bargain, grant and convey unto the **PURCHASER** all of the following described timber.

TIMBER BEING SOLD

All trees marked with orange paint may be cut lying on a portion of the property acquired by the **SELLER** in Deed Book _____, Page _____ and located in Henry County, Virginia and more specifically shown on the attached Timber Sale Map and included in this Timber Sale Contract as Exhibit "A".

CONDITIONS OF THE SALE

The **PURCHASER** agrees to:

- 1.) Cut and remove the designated timber and pulpwood from the Timber Sale Area before _____
- 2.) Conduct all skidding and decking within the sale area. Within the blue-painted buffer strips, only the orange-painted trees may be cut and removed. No rubber-tired equipment will be allowed in the buffer strips.
- 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 as specified in the FORESTRY BEST MANAGEMENT PRACTICES FOR WATER QUALITY IN VIRGINIA TECHNICAL GUIDE.
- 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. All bare soil skid roads will be properly stabilized and re-vegetated with perennial vegetation.
- 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.) Title to the designated timber shall pass to the **PURCHASER** upon the execution of this

Timber Sale Contract; thus, all risk of damage or loss by fire or other casualty shall be that of the **PURCHASER**. The **SELLER** shall not be liable for any personal injury or property damage suffered by the **PURCHASER'S** operations under the terms of this contract. The **PURCHASER** hereby indemnifies the **SELLER** and shall hold the **SELLER** harmless from any such liability.

SELLER agrees to construct an entrance road from _____ in the location shown on Exhibit "A". Construction of the entrance road will include installation of a culvert pipe and the proper stabilization of the road and pipe.

For the purpose of cutting and removing the designated trees, the **SELLER** does hereby grant ingress and egress from _____

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

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

DATE: _____ (SEAL)

WITNESS the following signatures and seals:

_____ (SEAL)

STATE OF VIRGINIA

COUNTY OF _____

I, _____, a Notary Public in and for the State of Virginia at Large, aforesaid, do hereby certify that _____, whose name is signed to the foregoing Timber Sale Contract bearing date on the _____ has personally appeared before me in the county and state aforesaid, and acknowledged the due execution thereof.

GIVEN UNDER MY HAND on this the _____ day of _____, 2001.

Notary Public

My Commission Expires: _____.