

SAMPLE TIMBER DEED

THIS TIMBER DEED, made this ____th day of _____, 2013, by and between,
_____, Grantors; and _____, Grantee;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey with GENERAL WARRANTY and ENGLISH

COVENANTS of title unto _____, Grantee, all of the merchantable timber and trees located on the following described real estate, to-wit:

Legal Description _____ This conveyance is made subject to the following rights and

conditions:

1. Grantee shall have one (1) year from the date of this deed to cut and remove the timber and trees herein conveyed from the real estate.
2. Grantor shall be responsible for compliance with the Virginia Seed Tree Act as required by law, if applicable. N/A
3. Grantee agrees to abide by all Best Management Practices guidelines set forth by the Virginia Department of Forestry, including strict observation of Stream Management Zones or Areas.
4. Grantee agrees to leave farm roads, woods roads, and driveways in the condition as good or better than as existed prior to entry and cutting and removal of said timber and trees, including constant maintenance and gravel as needed on the existing driveway serving as the outlet for the harvested timber and the residences situate near the harvest area. Any newly constructed roads and logging decks shall be in the harvest area only and left in a graded condition upon completion of the logging harvest and must be in accordance with BMP guidelines.
5. Grantee is granted access to the property and the necessary rights of ingress and egress for men and equipment, over and across the property on which the timber is located.
6. No tree laps, tops, or logs shall be left in creeks, open fields, over the property or cutting boundaries, or in drains and roadways. Any such laps, tops, or logs shall be pulled back and removed immediately.
7. No marked boundary trees are to be cut.

8. Log decks are permitted only in the cutting areas.

9. Grantee shall save and hold harmless Grantors for any overcut or encroachment onto other property of Grantors or third parties outside of the above described harvesting area, including court costs, attorney's fees, consultant or expert fees, or other reasonable costs incurred by Grantors as a result of such overcut or encroachment.

10. Grantee agrees to repair damage to any boundary fences damaged by the removal of timber and trees.

11. Grantee agrees not to leave any trash or refuse on the property of the Grantor.

12. Neither Grantee nor its employees, agents, or assigns may hunt on the property of Grantors nor enter any building on the property.

13. Grantee agrees to indemnify and save Grantor harmless from any and all claims, demands, actions, and liabilities arising out of and resulting from the harvesting of said timber.

14. Grantee shall not remove any metal or iron items situate on the property of Grantor.

15. Grantors warrant the title to said timber generally, but Grantors make no guarantees, warranties, or promises as to the quality or quantity of timber being sold.

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16. This deed shall be binding upon the parties hereto, their heirs, successors and assigns.

WITNESS the following signatures and seals:

By: _____(SEAL)

_____(SEAL)

By: _____(SEAL)

Notary Public

Notary Public