

THIS TIMBER DEED, made and entered into this ____ day of November, 2021 by and between Robert E. Hawthorne, Jr. and F. Acie Allen, special commissioners, collectively as Grantor, whose address is 115 South Main Street, Blackstone, VA 23824 and 1024 Main Street, Dillwyn, VA 23936, respectively, and _____, Grantee, whose address is _____.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors do hereby GRANT, BARGAIN, SELL and CONVEY with SPECIAL WARRANTY unto the Grantee, all of the timber, trees, pulpwood, and other forest products (herein referred to as "timber and pulpwood") of all sizes and species now standing or lying upon those certain tracts or parcels of land as shown in the timber sale area on a timber sketch attached hereto as "EXHIBIT A", said real property being further described on "EXHIBIT B," which is attached hereto.

This conveyance is made subject to all easements, restrictions, reservations and other matters contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired

Consideration: \$
Tax Map ID: 189-66

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by the time limitation therein contained or otherwise become ineffective, as well as to the following conditions:

1. No boundary line trees, whether chopped, painted, or flagged, are to be cut, and designated property corners and survey monuments must be protected from logging damage.
2. Any roads and/or paths must be continuously maintained by Grantee in their present condition. Upon completion of logging operations the Grantee will leave any roads in a condition equal to or better than the original condition prior to the time of logging. Any newly constructed roads and log decks must be left in a graded condition upon completion of logging. Any new roads constructed by the Grantee are to be constructed and retired in accordance with Virginia's Forestry Best Management Practices for Water Quality by the Grantee. All decks must be located in pre-approved locations. All logging decks must be cleaned of logging slash and debris post-harvest.
3. Grantee shall be responsible for compliance with all guidelines set forth in the Best Management Practice Manual, as prescribed by the Virginia Department of Forestry, as well as all federal, state and local laws and regulations, which apply to the harvesting operations.
4. Grantee shall be responsible for complying with all sedimentation and pollution control laws.

5. Grantee shall promptly remove from the property any and all debris from the logging operation, including, but not limited to skidder tires, beverage containers, food wrappers, paper, plastic or metal articles, oil, oil cans, etc. No oil shall be drained on the ground. In the event that any oil-based material is spilled, the environmental clean-up will be in accordance with all governmental regulations.
6. No trees, limbs, brush, tops or laps may remain in, across or over the property lines, or in drains, roadways, right of ways, streams, creeks or open fields; they must be pulled back and removed immediately.
7. The Grantee shall have a period of two years, commencing from the date of this deed, to cut and remove the above-described timber, after which time the timber rights revert to the Grantor, or the grantee of any Special Commissioner's deed of the subject property, or any successor in interest. In the event the logging is completed prior to the end of the above described time period, Grantee agrees to execute a release relinquishing all rights in the property and timber.
8. Upon the completion of timber harvesting operations, Grantee shall promptly give written notification to the Grantors of said completion.
9. Grantor reserves for himself the right to halt logging operations in the event of default.

10. Grantee shall notify the Grantor at least forty-eight (48) hours prior to commencing logging operations.
11. Grantee agrees and warrants that it will at all times indemnify and save harmless Grantor against any claims, demands, actions or causes of action for injury or death of any person or persons which may be due in any manner to the logging operations of the Grantee on the property. Grantor will not be held responsible for the loss of harvestable timber covered by this deed due to theft, fire, wind, flood or act of God, provided the Grantor is in no way responsible for fire's origin. Grantor has not assumed any liability for losses, damages, etc. incurred by Grantee, directly or indirectly related to the harvesting of this timber. Grantee shall maintain adequate insurance protecting the Grantor from any and all workman's compensation claims, liability lawsuits and property damage claims throughout timbering operations.
12. Grantor assumes responsibility for compliance with the Virginia Seed Tree Law.
13. Grantor makes no guarantees as to the quality or quantity of the timber being conveyed.
14. For the purpose of cutting, removing and transporting the said timber and pulpwood, the Grantee, for itself, its servants, agents, and workmen, shall have the rights of ingress, egress and regress in, through, across, over and upon the subject

property, with the full right to use such vehicles and other machinery usual for logging operations. Grantee shall use the proper equipment for all stream crossings in order to comply with BMPs and Water Quality laws. The Grantor, for themselves, their heirs and assigns, covenant that they will prevent any plowing, ditching or construction of fences across the farm roads, paths, or access areas on said property, and will prevent any plowing, ditching or construction of fences on the aforesaid property that would interfere with the cutting and removing of said timber and pulpwood.

15. Grantee agrees not to install a sawmill without prior written approval of the Grantor.

16. Grantee shall observe all laws and take reasonable precautions with regard to the Virginia forest fire laws.

17. All decking, skidding, and loading is to be done within the Timber Sale area. For the purpose of cutting and harvesting trees located along the edges of existing fields, a work zone thirty (30) feet in width will be allowed along the margins of existing open fields for machinery and personnel to harvest adjacent timber.

18. It is understood and agreed that the Grantee shall not be responsible for ad valorem taxes on the real property described herein above.

19. All parties covenant and agree that should Grantor or Grantee be prevented from harvesting the trees and timber conveyed in this agreement because of any state or federal law, rule or regulation pertaining to wetlands or any other environmentally protected or endangered plant or species or from any other rule or regulation regarding wetlands or environment, that upon the termination of the harvest, the Grantor shall immediately refund to the Grantee on a prorated basis that portion of the purchase price paid and received based on the quantity of timber which could not be harvested as it relates to the total quantity of timber to be cut under this contract. The calculation of such refund shall be based on the value of the timber established for the purchase and sale of the timber in this contract. If the Grantor has not been paid the total purchase price at the time it is determined this clause applies, then the amount to be refunded may first be deducted from any sums still due to Grantor from the Grantee.

20. In the event that weather conditions become so severe that excessive damage is occurring at the property, the Grantor reserves the right to halt logging operations until such time as weather conditions become acceptable. The period of time that logging is halted will be added to the time allowed to harvest the timber.

21. Grantee agrees and warrants that it will at all times indemnify Grantor and hold Grantor harmless against any claims, demands, actions or causes of action for injury or death of any person or persons which may be due in any manner to Grantee's logging operations on Grantor's real property. Grantee agrees that it bears the risk of loss of any harvestable timber or pulpwood covered by this Contract deed resulting from theft, fire, wind, flood or act of God unless such loss is proximately caused by a willful, reckless, or negligent act or omission on the part of the Grantor. Grantor assumes no liability for losses or damages incurred by Grantee directly or indirectly related to Grantee's logging. Grantee shall maintain adequate insurance protecting Grantor from any and all workers' compensation claims, liability lawsuits and property damage claims throughout the period of time when Grantee is entitled to engage in logging pursuant to this deed.

22. A performance bond is required of Grantee upon closing and settlement in the amount of five thousand dollars (\$5,000), to be held by Grantor in trust, for the faithful performance of Grantee's obligations under this timber deed. The performance bond is solely for the protection of the Grantor and the landowner upon which the timber is situate. The form of the bond shall be approved by Grantor, and shall be effective through the completion of Grantee's obligations and

upon execution of a mutual release from the timber deed between Grantor and Grantee.

23. This timber deed, and all of the terms and conditions herein, in whole or in part, shall be subject to the confirmation, ratification, and approval of the Buckingham County, Virginia Circuit Court.

GRANTEE SHALL HAVE AND HOLD said timber and pulpwood, upon its harvest, within the time period set forth hereinabove, together with the rights and privileges herein above set out, to it, the said Grantee, its successors and assigns, in fee simple forever.

AND the said Grantor does hereby covenant to and with the said Grantee, its successors and assigns, that he is seized in fee simple of said timber and pulpwood and the lands which it is situated (or vested with the proper and legal authority to convey the same on behalf of the equitable owners); that they have a right to convey said timber and pulpwood in fee simple; that the same is free and clear of all encumbrances whatsoever, and that they have done no act to encumber the same and therefore specially warrant the title to the same.

Grantee agrees to purchase the above-described timber and to abide by the above conditions as evidenced by its acceptance of this deed.

(Signatures and Seals following)

WITNESS, the following signature and seal:

Robert E. Hawthorne Jr.,
Special Commissioner

(SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The execution of the foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Robert E. Hawthorne, Jr., Special Commissioner.

My commission expires: _____

Notary registration number: _____

Notary Public

WITNESS, the following signature and seal:

F. Acie Allen,
Special Commissioner

(SEAL)

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The execution of the foregoing instrument was acknowledged before me this ____ day of _____, 2021, by F. Acie Allen, Special Commissioner.

My commission expires: _____

Notary registration number: _____

Notary Public

_____ (SEAL)

_____, Grantee

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The execution of the foregoing instrument was acknowledged
before me this ____ day of _____, 2021, by
_____.

My commission expires: _____

Notary registration number: _____

Notary Public

Exhibit "A"- Timber Sale Map

Tipton Tract: Buckingham, Co.



This map is for assessment, graphical representation and planning purposes only. This map is not intended to be used as authoritative definition or as a legal boundary or property title. This is not a survey product.

EXHIBIT "B" - DESCRIPTION OF PROPERTY

All that certain tract or parcel of land, lying and being in Buckingham County, Virginia, containing 130 acres, more or less, recorded in the Clerk's Office of the Circuit Court of Buckingham County, in Deed Book 153, page 466 and shown as tax parcel ID 189-66. Access to the property can be gained from Bishop Creek Road (SR 633) and Buckingham Springs Road (SR635). It is believed that approximately 96.8 acres of timberland is present within this tract.

Exhibit "A" is shown as a graphical representation of the timber sale area.