

Timber Deed – Example only, not authorized for use

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This timber sale and deed is made and entered into on this (Date), by and between (Seller's Name), whose mailing address is (Mailing Address), hereinafter referred to as "Seller", and, (Purchaser's Name), whose mailing address is (Mailing Address), hereinafter referred to as "Purchaser", under the following terms and conditions:

Witnesseth:

1. Seller is the owner of certain said "deed timber" being: (Description of Timber) boundaries by _____. Further notation of subject timber is as follows: (Description of Timber), on certain (# of acres), more or less, located in (County), (State), described as (Legal Description), and further indicated on the timber sale map and/or plats attached hereto and made a part hereof.
2. Seller agrees to sell and Purchaser agrees to purchase all of said timber (the "deed timber"); being (Description of Timber); and all of said trees lying or situated on the lands described above and encircled with flagging as notated on the attachments hereto. For and in consideration of the payments hereinafter set forth, and of the obligations undertaken by Purchaser, Seller hereby grants unto Purchaser, upon the terms and conditions hereinafter set forth, all of said stated timber or trees hereinabove described (the "deed timber") and Seller agrees that Purchaser shall have the right to cut and remove said "deed timber." Purchaser shall have the right and obligation to so cut and remove all of, but only, the said "deed timber," and Purchaser hereby agrees to cut and remove all of the "deed timber" and no other standing trees.
3. Immediately upon execution of this deed, Purchaser shall pay to Seller the total purchase price. The total purchase price shall be based as scheduled per Addendum #1 as agreed by both parties.
4. In the event any "deed timber" is damaged or destroyed by fire, wind, flood, lightning, drought, disease, insects, theft, trespass, condemnation or any other type of involuntary conversion, so as to be un-merchantable, the party holding title thereto shall bear the loss resulting from such damage or loss (unless the Seller's actions are responsible for associated loss).
5. All timber subject to this deed shall be cut and removed by (Contract Ending Date), whereupon this deed shall terminate and expire unless extended by Seller and/or expire upon harvest completion, whichever occurs first.
6. During the term of this deed, Purchaser, and Purchaser's agents, contractors and assigns, shall have the right of ingress, egress and access over and across the real property on which the deed timber is growing, and over and across any other lands or right-of-ways owned by Seller, as may be reasonably, necessary or required by Purchaser to cut and remove the deed timber, with the necessary employees, trucks, tractors, logging equipment and any other machinery and appliances necessary or convenient for the purposes of cutting and removing the deed timber and for the transportation of employees.
7. Seller warrants and guarantees the marketable title to the timber subject to this deed, and warrants and guarantees that the deed timber is free discharged and unencumbered from any and all former and other grants, titles, charges, estates, judgments, encumbrances and claims of whatever kind or nature, except for state and/or county/parish property and/or ad valorem taxes as may accrue and be due from timber or time during the period of this deed, which said taxes Seller agrees to assume and pay in full. Seller agrees to defend and hold harmless Purchaser against any and all claims against the deed timber. Purchaser acknowledges that Purchaser or Purchaser's agent has examined the deed timber and nothing herein shall be construed as a warranty by Seller as to the total volume of the deed timber.
8. Purchaser shall report and pay the forest product severance or yield tax, as the case may be, if required by state law, for the deed timber purchased under this deed, and shall reimburse Seller for any such taxes that Seller may be required to pay.
9. Purchaser covenants and agrees to cut and remove the deed timber in a good and workmanlike manner, not unnecessarily or unreasonably damaging timber not covered by this deed; to take all reasonable precautions against destructive logging practices; to keep all gates closed; to avoid felling or dropping trees or tops into fences, fields, trails, roads, creeks or mowed areas on Seller's lands or on adjacent lands; to not, during excessively wet weather, to enter upon the lands covered by this deed so as to needlessly damage Seller's roads or excessively rut Seller's land; to restore and repair any and all roads, fire lanes, pastures and fences which have been damaged or destroyed by Purchaser's operations to substantially the same condition as existed prior to such damage or destruction; to remove all butts, tops, limbs and other debris resulting from Purchaser's operations on Seller's roads, fields, pastures, fire lanes and all weather creeks and streams; and to conduct cutting, skidding and hauling operations only when the roads and adjacent lands are firm enough to support loaded trucks and other equipment. Reasonably repairing road to original status following logging is the Purchaser's responsibility. Road responsibility does not transfer from Purchaser to logging contractor (if contractor utilized by Purchaser), but remains the Purchaser's responsibilities.
10. All logging is to be conducted based on state Best Management Practices (BMP handbook guidelines). If destructive logging operations are occurring, or if ground conditions are such that continued logging operations would cause excessive damage, unless special exception is agreed, to Seller's lands and/or timber, then (Seller or Agent) shall be entitled, to postpone logging operations hereunder by giving a written notice of such postponement to Purchaser, and the period of postponement shall be deemed an extension of the deed period.
11. The Purchaser covenants and agrees to take reasonable precautions against fire during its logging activities and will accept full liability for damages to Seller, and any surrounding property occurring as a result of any fire attributable to Purchaser's logging activities.
12. Purchaser agrees to pay to Seller liquidated damages for the cutting or damage of any and all trees which are not deed timber, which Purchaser cuts or damages in the process of carrying out the terms of this deed. Such liquidated damages shall be paid double by Purchaser (and Purchaser removes damaged trees) as follows: \$_____ per ton for pine sawtimber; \$_____ per ton for pine pulpwood (the Seller may option to take single damages and leave the trees). Skinned tree damage determined as follows: sawtimber trees skinned greater than 144 square inches and pulpwood trees skinned greater than 72 square inches. The parties hereto agree that Purchaser in a thinning may cut small trees as may be reasonably necessary in order to conduct Purchaser's logging operations.
13. Purchaser agrees to protect, indemnify, defend and hold Seller harmless from any and all liability, claims and damages whatsoever to any person or thing, and from any loss, damage or expense, including reasonable attorney's fees and other costs of litigation, arising out of or in connection with Purchaser's performance of this deed, including, but not limited to, claims arising from the Purchaser's negligence, acts or omissions, or the negligence, acts of omissions of Purchaser's agents, employees, contractors or subcontractors. Before commencing operations, Purchaser shall furnish Seller with evidence of:
 - 1) Employer's Auto Liability with minimum limit of \$1,000,000.
 - 2) Employer's Workers Compensation Liability with minimum limits of \$500,000 each accident, 500,000 policy limit, and 500,000 each employee.
 - 3) General Liability insurance coverage of not less than \$1,000,000 aggregate for bodily injury and property damage.

Purchaser agrees that such insurance coverage will not be canceled or reduced in amount during the term of this deed, or during the cutting period if less than the deed term, without the prior written consent of Seller.

- 14. In the event that either party hereto shall breach this deed, the party required to enforce the provisions hereof in any court of law shall be entitled to recover from the defaulting party, in addition to any other equitable relief or damages allowable by law, attorney fees and all other costs and expenses incurred in connection therewith.
- 15. Seller represents that there are no threatened or endangered species of fish, wildlife or plants or habitat therefore on any of the land subject to the best of Seller's knowledge.
- 16. Prior to each commencement of operations under this timber deed, Purchaser shall notify (Seller) at telephone number () - _____.
- 17. No line trees, boundary trees, witness trees or corner trees (unless marked and identified) shall be cut and removed by Purchaser, unless marked. Concrete corner markers, other corner markers, and line markers or line markings located on or adjacent to the property shall not be disturbed in any manner by the operations of the Purchaser. In the event any such markers or markings are disturbed by the Purchaser, the Purchaser shall pay all costs reasonably incurred by the Seller in replacing the same, including any survey fees incurred by the Seller.
- 18. This deed constitutes the entire understanding between the parties hereto with respect to the subject matter of the deed, and supersedes all prior agreements, options, and understandings between the parties hereto with respect to such subject matter.
- 19. Purchaser is to make payment by check to (Seller) - (Address) - and such payments shall satisfy Seller's entire obligation to make payment for the timber purchased hereunder.

IN WITNESS WHEREOF, this deed is executed by the undersigned parties hereto on this _____ day of (Date) , _____.

Seller: _____

Acknowledgement

STATE OF _____)

)SS

COUNTY OF _____)

On this day the Seller(s) personally appeared before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, _____, and stated that they had executed this instrument for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal this _____ day of _____, _____.

My Commission Expires: _____.

Notary Public _____

The standard language herein that is common to all documents was drafted by William C. Siegel, Timber Tax Consultant, Attorney at Law, 9110 Hermitage Place, River Ridge, LA 70123. The deed was prepared and completed by (User's Name). Any error is the sole responsibility of (User's Name).