

## **TIMBER SALE AGREEMENT**

### **Montgomery County Board of Education**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between Montgomery County Board of Education whose address 441 Page Street, Troy NC 27371 hereinafter referred to as the seller, and Deberry Land & Timber whose address is 321 Page Street, Troy, NC 27371, hereinafter referred to as the purchaser.

#### **WITNESSETH:**

**1. Purchase and Sale.** For valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Purchaser hereby purchases from Seller and Seller hereby sells and conveys to Purchaser, subject to the terms and conditions of this agreement, all of the following forest products ("the Forest Products") located in the Sale Area:

**Clear-cut,** all merchantable trees in sale areas shown on the attached map except for trees marking the property lines and trees marking the Streamside Management Zones (SMZ's). The property lines have been flagged with pink flagging and the SMZ's have been flagged with pink and lime-glow flagging.

**2. Purchase Price.** The purchase price shall constitute the full consideration for the Forest Products and for the rights, easements and privileges necessary or convenient for the cutting and removal of the Forest Products:

Per Unit Sale.

The Purchased Price shall be paid as cutting progresses, according to the following schedule:

<b>Product</b>	<b>Price/Unit</b>
Pine Pulpwood	\$ 12.05 per ton
Chip n Saw	\$ 22.75 per ton

Purchaser agrees to pay the Seller an advance in the sum of fifteen thousand dollars (**\$15,000**) in full on the date of this agreement.

Purchaser shall submit to Seller at the end of each weekly period an accurate report of all Forest Products cut, delivered, and scaled or weighed since the last such report. Once reports show advance amount fifteen thousand dollars (**\$15,000**) has been met, the report shall be accompanied by a check in payment for remaining Forest Products payable to **Montgomery County Board of Education** and mailed to the following address: **Russell Strong, 549 Warner Road, Troy, NC 27371.**

**3. Sale Area.** The sale areas are shown on the maps attached hereto as Exhibit A and is located on 31.88 +/- acres Tract ID # 7549 00 20 2891, Deed Book 193 Page 459 and 22.04 +/- acres Tract ID # 7549 00 20 2263, Deed Book 193 Page 455 and 18.10 +/- acres Tract ID # 7549 00 10 4158, Deed Book 193 Page 459 tracts of land known as Board of Education in Montgomery County, State of North Carolina.

**4. Term.** All timber shall be cut and removed from the premises of the SELLER on or before **March 1, 2017**, at which time the timber and all or any remaining advance shall become the property of the SELLER, During this time the SELLER guarantees the BUYER the right to ingress and egress.

**5. Water Quality.** Temporary truck roads, skid roads and stream crossings necessary for the removal of said timber shall be constructed in accordance with the standards as per the "Forest Practice Guidelines Related to Water Quality" (15A NCAC II.0101-.0209) in the Forestry Best Management Practices Manual, dated September, 2006 in regard to grade and drainage. Upon completion of logging said roads and crossings are to be graded and water barred to comply with the aforementioned "standards".

**6. Roads.** Existing roads and skid roads shall be protected from unnecessary damage during the logging operation, and if damaged by the PURCHASER, shall be repaired to their original condition by the PURCHASER.

**7. Boundarys.** Trees marking the boundary lines flagged with pink flagging and trees marking the SMZ's flagged with pink & lime-glow are so noted on sale map and shall not be harvested.

**8. Residual Debris.** The PURCHASER agrees to remove all treetops, branches, and other debris from previously established roads, fire lines, adjoining landowners, and all streams on said property that may occur as a result of the logging operation.

**9. Liability.** The PURCHASER agrees to indemnify and save harmless the SELLER against all claims of loss, damages or expenses of any kind which may arise in connection with PURCHASER'S operations on the above described tract, and to take out and maintain adequate liability insurance to fully protect the SELLER from any liability whatsoever and to furnish evidence of such insurance upon request of SELLER and/or its field representative.

PURCHASER further agrees and binds himself to comply fully with all federal and/or state laws, and amendments and supplements thereto, and any and all rules and regulations now in force, or which may hereafter be issued, for the enforcement of said laws including the "Social Security Act," as amended, the "Fair Labor Standards Act," as amended, the applicable State "Unemployment Compensation Law," as amended, and the "Civil Rights Act," as amended.

**10. Contract.** This contract shall not be assigned by the PURCHASER to another party without written permission of the SELLER.

**11. Fire.** PURCHASER shall be required to comply with all fire laws and immediately suppress, at his expense, any fire originating from accident or negligence of the PURCHASER or his agent. PURCHASER shall also be liable for all damages to merchantable timber and young

growth or other property of the SELLER, which may be caused by such fires.

**12. Agreement.** In case of dispute over the terms of this agreement, final decision shall rest with arbitrators, one of whom shall be selected by each party of this contract, and incase the two selected shall disagree, they shall select a third arbitrator, and the decision of the majority shall be final with respect either to acts to be done or compensation to be paid by either party to the other.

In WITNESS WHEREOF, the parties hereto have hereunto subscribed their names of the date first above written.

EXECUTED IN DUPLICATE

WITNESS

SELLER

\_\_\_\_\_ by: \_\_\_\_\_  
\_\_\_\_\_

WITNESS

PURCHASER

\_\_\_\_\_ by: 

NOTARY PUBLIC CERTIFICATION: State of \_\_\_\_\_ County of \_\_\_\_\_.  
I, as a Notary Public of the said State and County, do hereby certify that \_\_\_\_\_  
personally appeared before me and executed the foregoing instrument.  
Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.  
Signature of \_\_\_\_\_  
Notary \_\_\_\_\_  
My commission expires \_\_\_\_\_.

NOTARY PUBLIC CERTIFICATION: State of North Carolina County of Montgomery.  
I, as a Notary Public of the said State and County, do hereby certify that Danny DeBerry  
personally appeared before me and executed the foregoing instrument.  
Witness my hand and seal this 14<sup>th</sup> day of November, 2016  
Signature of \_\_\_\_\_  
Notary Jenna W. Powell  
My commission expires 10/14/19.

# Montgomery County Board of Education

Exhibit A



Glenn Rd

Page St

Biscoe Rd

NC Hwy 24-27 E

Holly Hills Rd

1 inch = 660 feet