Timber Sale Contract

_____of _____, Missouri, herein after called the Buyer, agrees to purchase from Edward Maberry of Chillicothe, Missouri, herein after called the Seller, the designated timber specified below:

WITNESSETH:

ARTICLE I. The Seller hereby agrees to sell to the Buyer, subject to the terms listed below, all of the timber specified below, on a certain tract owned by the Seller, located in Section 16, Township 55 North, Range 23 West, County of Carroll, State of Missouri, located on 19 acres, more or less.

1. Philip Sneed (or his representative) is designated as the Forester in charge

ARTICLE II. The Buyer agrees:

1. To cut only those trees marked with a fresh blue paint number. Trees marked with an "X" may be cut if desired.

2. Trees other than those specified above may be cut only for access on areas used for roads and landings.

3. To pay the Seller a lump price of $_____when the contract is signed to pay for the trees designated for cutting.

4. To pay three times the stumpage value per tree, a penalty rate, for each tree that is cut which is not designated for cutting.

5. To keep fields, fences, roads and streams free from tree tops and other logging debris at all times.

6. To hold and save the Seller, his officers, agents or employees, harmless from any or all liability on account of any claim whatsoever, for wages, supplies, equipment, damage and injury to persons or property arising in connection with any activity conducted or undertaken by the Buyer, his agents or employees under the terms of this contract.

7. That this contract cannot be transferred to another party without the written permission of the Seller.

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ARTICLE III. The following conditions known as Best Management Practices and referenced in the Missouri Conservation Department publication "Missouri Watershed Protection Practices" apply to the sale of said forest products and will be adhered to by the Buyer:

1. All roads constructed and used during the cutting and transportation of forest products shall follow the contour with slope grades of 8 percent or less maintained, except where terrain or the use of existing roads requires short, steep grades necessitating the construction of water diversion measures (water bars, broad-based dips, turnouts, culverts) installed at the proper intervals.

2. New roads will be constructed to allow for proper drainage.

3. Except at stream crossings, roads will not be constructed within 50 feet (the corresponding Streamside Management Zone (SMZ)) of any stream, pond or lake on the property.

4. All exposed soil at stream crossings will be stabilized with gravel, grass and mulch, or silt fences to prevent erosion and sedimentation.

5. Under no circumstances will temporary stream crossings made of logs and brush piled in the stream and covered with soil be permitted.

6. Wheeled and tracked equipment are not allowed within 50 feet (the SMZ) of any stream, pond or lake on the property. Trees marked for cutting within the SMZ should be chainsaw felled and cable winched out.

7. Log decks, portable sawmills or chippers are not allowed within 150 feet (the SMZ) of any stream, pond or lake on the property.

8. All roads on and adjacent to the sale area used by the Buyer shall be reshaped, seeded and mulched, and have water diversion structures installed upon completion of the sale as prescribed in "Missouri Watershed Protection Practices."

9. All human garbage, tires, cables, used lubricants, fuels, fluids and containers used by the Buyer shall be removed from the sale area and disposed of properly by the Buyer.

10. The Seller or Forester in charge may temporary terminate hauling and/or skidding during periods of wet soil conditions should these operations be causing or likely to cause damage beyond normal wear and tear to the roads and trails. The number of working days that the Buyer's operations are terminated for this reason shall be added to the term of this contract upon request of the Buyer.

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ARTICLE IV. The Buyer further agrees to cut and remove said timber in strict accordance with the following conditions:

1. To waive all claims to the above described trees unless they are cut and removed on or before _____, 20___.

2. To cut all spring poles and pull all lodged trees to the ground.

3. To do all in his power to prevent and suppress forest fires on or threatening the sale area.

4. To protect from unnecessary injury young growth and other trees not designated for cutting.

5. To repair damage caused by logging to fences, bridges, roads, trails or other improvements damaged beyond ordinary wear and tear.

6. To allow the owner to cut and remove any portion of a tree left on the ground by the Buyer after he has removed his products.

ARTICLE V. The Seller agrees to the following conditions:

1. To guarantee title to the forest products covered by this agreement and to defend it against all claims at his expense.

2. To grant or secure necessary entry and right-of-way to the Buyer and his employees on and across the area covered by this agreement, and also other privileges usually extended to Buyers.

ARTICLE VI. It is mutually understood and agreed by and between the parties hereto as follows:

1. All timber included in this agreement shall remain the property of the Seller, and shall not be removed until paid for in full.

2. This contract shall be construed according to the laws of the State of Missouri.

3. If Seller or Buyer should default under this contract, either aggrieved party shall have the right, after (10) days written notice to all parties, among others, to terminate this contract and to repossess the premises and cause Buyer to vacate the premises in the manner provided by law. Any party violating this contract shall pay the other party the expenses and losses incurred due to the breach, including, but not limited to attorney's fees, and all other damages sustained by either party to the extent permitted by law.

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Signed in duplicate this _____ day of _____, 20___.

_____ _____

(Seller) (Buyer)

_____ _____

(Witness) (Witness)

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