



Grayling Strand Technologies
4111 West Four Mile Road
Grayling, MI 49738
Tel (989) 348-2881

TIMBER SALE AGREEMENT

THIS AGREEMENT entered into this **26th** day of **January 2011**, between Weyerhaeuser NR Company of 4111 West Four Mile Road, Grayling, MI, 49738 hereinafter called the PURCHASER, and Village of Roscommon, P.O. Box 236, Roscommon, MI 48653, c/o Timothy Sadowski, Village Manager and Jesse Carlson, Village President, hereinafter called the SELLER.

WITNESSETH:

Article I

The SELLER agrees to sell to the PURCHASER standing timber on a tract of land situated in the County of **Roscommon**, State of Michigan, and located on the property of the SELLER described as: **T24N-R2W, Section 7 see attachment**. The SELLER guarantees title to said timber and agrees to hold PURCHASER harmless from any liabilities as to any legitimate encumbrances against his title, and agrees to further defend any and all claims at SELLER'S expense. It is the responsibility of the SELLER to point out to the PURCHASER all the property lines and/or corners. It is the responsibility of the PURCHASER to stay within said boundaries.

Article II

The PURCHASER agrees to cut and remove said timber in strict accordance with the following conditions:

1. Unless extension of time is granted, all timber to be cut and removed will be so cut and removed on or before **May 15, 2011**. In the event that inclement weather makes logging impossible, uneconomical, or will cause excessive site damage due to the weather conditions (such as excessive rutting, road damage, or damage to the residual stand), or if SELLER asks PURCHASER to postpone logging for any other reason, this contract will automatically be extended by one year.
2. Activities of PURCHASER on SELLER'S land shall be in conformity with good forestry practices and all applicable laws and regulations.
3. PURCHASER accepts all liability and legal or other expense or action whatsoever, direct or indirect, resulting from any and all claims for any personal injury or death or for any damage to property of employees, agents or servants or for damage of others arising from, growing out of, or in any manner directly resulting from logging operations.
4. PURCHASER shall deliver to SELLER evidence of worker's comprehensive and general liability insurance coverage for employees, agents, servants and property.
5. PURCHASER shall receive approval from SELLER for location of any new roads and/or landings. Existing roads shall be left in a condition as good as, or better than, their present condition.
6. In the event it is necessary to cross the lands of a third party to gain access to SELLER'S timber; SELLER assumes the responsibility of securing the right of way across the land of the third party, unless PURCHASER agrees, in writing, to secure access.

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7. The PURCHASER agrees to pay for the timber included in this contract in the following manner. A lump sum payment of **\$16,740.00** will be paid within 14 days of the receipt of this signed contract.

Article III

The SELLER agrees to allow PURCHASER, its logging contractors, agents, servants or employees, right to ingress, egress and regress upon the above property to properly cut and remove said timber.

The SELLER further agrees to allow PURCHASER to cut and remove the timber under this agreement plus those incidental trees required to access designated timber and to safely remove said timber, in the following manner, all timber purchased as follows:

1. **Within the designated 38 acre timber sale area, remove all merchantable timber.**
2. **Upon timber sale completion, all tops generated and sub-merchantable trees harvested will be chipped and hauled off site.**


Article IV

It is mutually understood and agreed upon by and between the parties hereto, as follows:


1. All timber included in this agreement shall remain the property of the SELLER until properly paid for as heretofore agreed. Risk of loss to the timber shall remain with the SELLER until the timber is cut and removed by the PURCHASER.
2. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award thus rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

IN WITNESS WHEREOF the parties hereto have thereunto set their hands and seals this 28 day of January, 2011.

Seller:



Timothy Sadowski
Village Manager
Village of Roscommon



Jesse Carlson
Village President
Village of Roscommon

Purchaser:



Paul A. Call
Forestry Services Manager
Weyerhaeuser NR Company

This document drafted by:
Paul A. Call
Forestry Services Manager
Weyerhaeuser NR Company
Grayling, MI 49738

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

01/26/2011 8:31 AM

Parcel:	055-107-013-0021	Current Class:	703.703 EXEMPT-CTY/TWP/VILLAG
Owner's Name:	VILLAGE OF ROSCOMMON	Previous Class:	703.703 EXEMPT-CTY/TWP/VILLAG
Property Address:		Gov. Unit:	005 HIGGINS TOWNSHIP
		MAP NUM	
Liber/Page:	/	School:	72010 72010 ROSCOMMON AREA PS
Split:	/ /	Neighborhood:	
Public Impr.:	None		
Topography:	None		
Mailing Address:		Description:	
PO BOX 236		L-820 P-238 DDA 242 NE 1/4 OF SE 1/4 W OF RD & E OF M-18 SEC 7 T24NR2W	
ROSCOMMON MI 48653			

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

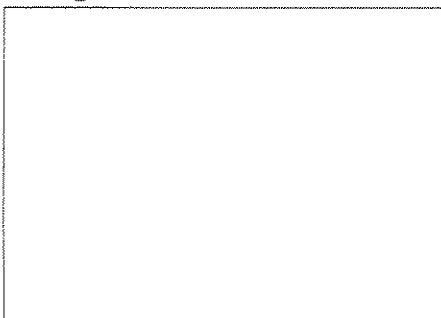
Physical Property Characteristics

2011 S.E.V.:	0	2011 Taxable:	0	Lot Dimensions:	
2010 S.E.V.:	0	2010 Taxable:	0	Acreage:	0.00
Zoning:		Land Value:	0	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	0	Average Depth:	0.0

Improvement Data

None

Image



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

01/26/2011 8:32 AM

Parcel:	055-107-015-0081	Current Class:	703.703 EXEMPT-CTY/TWP/VILLAG
Owner's Name:	VILLAGE OF ROSCOMMON	Previous Class:	703.703 EXEMPT-CTY/TWP/VILLAG
Property Address:		Gov. Unit:	005 HIGGINS TOWNSHIP
		MAP NUM	
Liber/Page:	/	School:	72010 72010 ROSCOMMON AREA PS
Split:	/ /	Neighborhood:	
Public Impr.:	None		
Topography:	None		
Mailing Address:		Description:	
PO BOX 236		L-820 P-238 & FILE 242 SW 1/4 OF SE 1/4 SEC 7 LYING ELY OF C/L OF M-18 & SE 1/4 OF SE 1/4 W OF RD & E OF M-18	
ROSCOMMON MI 48653		T24NR2W	

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

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Improvement Data

None

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