

**TIMBER SALE AGREEMENT – LUMP SUM (BULK) SALE**  
**(SAMPLE ONLY)**

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

THIS TIMBER SALE AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Sellers”), and \_\_\_\_\_ (“Buyer”).

**W I T N E S S E T H:**

That the Sellers, for and in consideration of the sum of \$\_\_\_\_\_ and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, have agreed as set out hereinafter, bargained and sold and by these presents do agree as set out hereinafter, bargain, sell and convey to the Buyer, its successors and assigns, all trees and timber as hereinafter defined, lying or standing upon that certain tract or parcel of land described as follows:

BEING part of a tract of land lying in \_\_\_\_\_ Township, \_\_\_\_\_ County, North Carolina, described in Book \_\_\_\_\_, Page \_\_\_\_\_ in the \_\_\_\_\_ County Registry, containing approximately \_\_\_\_\_ acres, and being shown on the Timber Sale Map attached hereto as **Exhibit A**.

This conveyance is made subject to and together with the following provisions:

1. (Performance Bond – Optional but Recommended) Buyer shall deliver to Seller the sum of \$\_\_\_\_\_ to secure the faithful performance of the Buyer’s obligations hereunder. This performance bond shall be retained by Seller in a non-interest bearing trust account, and may be used by Seller to perform any act required to be done by Buyer. In the event Seller uses any portion of the performance bond, Buyer shall restore the performance bond to its full amount immediately upon demand by the Seller. Any unused portion of the performance bond shall be returned to Buyer upon completion of all timber harvesting activities. This performance bond shall not be deemed a limitation on Buyer’s liability.

2. The Buyer has \_\_\_\_\_ months after the date of the execution of this Timber Sale Agreement to complete all timber-harvesting activities. All trees, timber, laps, tops or slabs remaining on the property after that date shall be the property of the Sellers. Seller shall have the right to suspend logging operations at its sole discretion, based on weather conditions or the Buyer’s unsatisfactory performance of its obligations hereunder. In event of a suspension of operations, Seller may (but is not obligated to) grant extensions of time to complete timber-harvesting activities.

3. This Agreement shall cover and include all trees of every species and size now standing or lying upon said land, EXCEPT:

(Description of excluded timber – following are examples only)

a) Only trees marked with \_\_\_\_\_ paint will be cut within the area designated “Marked Sale Area” on the Timber Sale Map attached hereto. The boundaries of the “Marked Sale Area” are marked with \_\_\_\_\_ paint.

b) No property boundary line trees are to be cut or unnecessarily damaged. Property boundary trees are marked with \_\_\_\_\_ paint.

4. Any trees wrongfully cut will be paid for at the rate of \$\_\_\_\_\_ per MBF using the International 1/4 scale. The term “wrongfully cut” shall mean any marked boundary trees, any unmarked trees within the designated “Marked Sale Area” or any trees outside the area covered by this Timber Sale Agreement.

5. Seller intends to enforce all applicable statutes regarding water quality and sedimentation, and to require the use of the best management practices for forestry. In this regard, Buyer and its agents and employees shall:

a) Abide by Forestry's Best Management Practices, as amended, established by the N.C. Forest Service. relating to timber harvesting, water quality and sedimentation, and including those provisions which require the Buyer to keep springs, creeks, rivers, ravines or drainage ditches clear of forest debris caused by the cutting and removal of timber, as provided in North Carolina General Statutes § 113A-52.1, § 77-13 and § 77-14.

b) Keep all logging equipment out of Stream Management Zone (marked by \_\_\_\_\_ painted trees), except with the prior permission of Seller.

c) At all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices.

d) Minimize soil damage which may result from the operation of logging machinery during wet ground conditions by refraining from carrying on logging and hauling operations during periods of wet ground conditions.

6. To the extent possible, the logging operations will utilize existing roadways within the sale area. Additional roads necessary for the cutting and removal of timber may be opened and maintained with permission of Seller. The location of all loading areas, truck roads and skid trails must be pre-approved by Seller. The access road shown on the attached Timber Sale Map must be maintained in a good and passable condition at all times. Upon completion of the logging operations, all existing roadways within the sale area, including the access road, shall be returned to a condition as good or better as on the date of the execution of this Agreement.

7. No tops, laps or limbs or other debris from the logging operations shall be left in or across the boundary or cutting lines, or any field, ditch, stream or road located upon the described property. The Buyer will immediately repair any damage to fences, drainageways, buildings or other improvements that are caused by the Buyer, its employees or agents.

8. The Buyer covenants with the Seller that neither the subject premises nor any substrata underlying the premises shall be used during the term of this Agreement for the purposes of storing, treating or disposing of hazardous waste.

9. Throughout the term of this Timber Sale Agreement, the Buyer or its agents shall be responsible for removal of all trash from the cutting area, including but not limited to oil cans, paper, tires, plastic or glass bottles or other such debris placed on the cutting area by the Buyer, its agents and employees. All such trash shall be removed from the property; under no circumstances shall any trash be buried on the property.

10. The Sellers, by the execution of this Agreement, agree that the boundary line of the property has been shown to agents of the Buyer and that should any dispute arise concerning timber cut under this Agreement within the area defined and described above, upon demand by the Buyer, the Sellers will in all respects defend at their own expense any disputed cutting of timber, and undertake to settle such disputes in the most expeditious manner, saving the Buyer harmless. The Sellers warrant the right to sell the timber herein described, free of all taxes, levies and governmental laws or regulations that restrict the harvest of any timber included in this Agreement, for the term of this Agreement.

11. The Buyer agrees to protect, defend, indemnify and hold harmless the Sellers, their successors and assigns from any and all costs, expenses, claims, demands, causes of action, damages and judgments which arise out of or which may be imposed upon or incurred by Buyer as a result of the activities of the

Buyer in harvesting timber or otherwise acting pursuant to the contract, including fines resulting from misuse of the Stream Management Zones. Buyer agrees that under no conditions shall the Sellers be liable for any injuries or damages suffered by the Buyer, its employees and agents, successors or assigns. The Buyer specifically covenants that it shall cause all persons working on the property to be covered by workers' compensation insurance. The Buyer shall obtain and maintain general liability insurance to fully protect Sellers, in the amount of at least \$1,000,000, and shall furnish evidence of such insurance upon request by the Sellers or their agents.

12. No pledge or assignment of this agreement by the Buyer, or transfer of his rights or interests herein shall be valid without the written consent of the Sellers.

**TO HAVE AND TO HOLD** the aforesaid timber, together with the rights and privileges hereinbefore set out, to the Buyer, its successors and assigns in fee simple.

The Sellers covenant that they are seized of the timber and the lands upon which it is situated in fee simple; that they have the right to convey the timber, that the timber is free and clear of all encumbrances, and that they do hereby warrant and will forever defend the title to the timber against the lawful claims of all persons whomsoever.

**IN TESTIMONY WHEREOF**, the Parties have set their hands and seals, this the day and year first above written.

SELLER(S):  
\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]

BUYER:  
\_\_\_\_\_[SEAL]

(If husband and wife both shall sign)

(SELLER WITNESS)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand an official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

(BUYER WITNESS)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public of the County and state aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is (owner/authorized representative of \_\_\_\_\_ (company), being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

(RECORDER OF DEEDS)

NORTH CAROLINA, \_\_\_\_\_ COUNTY

The foregoing certificates of \_\_\_\_\_

are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By: \_\_\_\_\_  
Deputy / Assistant Register of Deeds  
Register of Deeds for \_\_\_\_\_ County