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SEP U4 2025

TIMBER SALE AGREEMENT

Land Use Department

It is agreed between Nathan B. and Shelley M. Weiss c/o Weicorp Inc. of PO Box 577, Gales Ferry, Connecticut 06335, hereinafter called the Seller, and Chris Casadei, LLC of 360 Bloomfield Avenue, Suite 301, Windsor, Connecticut 06059, hereinafter called the Purchaser, that the Purchaser shall buy from the Seller and the Seller shall sell to the Purchaser, certain designated standing trees or timber located on approximately 43.19 acres located at 23B Bittersweet Drive in the town of Ledyard, in the State of Connecticut. It is further agreed that the Purchaser may enter upon the land of the Seller for the purpose of cutting and removing such designated trees or timber, and is authorized to prosecute such work, on the area described above subject to the following conditions:

- 1. The price for the designated trees or timber to be harvested shall be determined by the attached price list entitled Veiga Stumpage Price List. Upon the start of the harvest the Seller shall receive scale reports and stumpage payments on a weekly basis based on the mill tally.
- 2. All trees or standing timber cut under this agreement shall be removed from the land of the Seller within 10 months of the date of the agreement. In the event of wet weather or inappropriate ground conditions the Seller reserves the right to suspend harvesting operations and shall grant an extension of this agreement, if needed, for the same period of time suspended.
- 3. The Seller hereby covenants and agrees that they are lawfully possessed of the above described goods, chattels, and personal property as their own property. The Seller shall not enter into any concurrent contract involving the same area or period of time, relative to this property without the written consent of the Purchaser, not to include the sale of the land.
- 4. Trees sold to the Purchaser shall involve a Selective Silvicultural Harvest with the objective to salvage the Beech and Ash prior to their demise and to sustain the overall health of the forest, establish conditions favorable to natural regeneration and remove undesirable growing stock from the forested portion of the property. Upon acceptance of this Agreement the trees to be harvested shall be marked in blue paint at eye level. The Purchaser shall determine the use of the harvested material and remove only material determined to be of commercial value as sawtimber, pulpwood or firewood. Prior to commencement of cutting, Seller and Purchaser must mutually agree about the trees to be cut.
- 5. The Purchaser agrees to indemnify and save harmless the Seller from all claims of or liabilities asserted by third parties or governmental agencies for any acts directly within the Purchasers control for damages to property or persons through the negligence of the Purchaser. Chris Casadei, LLC agrees to carry a minimum of \$1,000,000.00 General Liability Insurance for the duration of the harvest and to provide the Seller with certificates of insurance confirming said insurance coverage, and to name the Seller as an additional insured on such polices for the period of harvest.
- Care shall be exercised in the felling, cutting and removal operations so that undesignated standing trees will not be unnecessarily damaged.
- 7. Excessive rutting (greater than 8" in depth) shall be repaired by the Purchaser. The existing access roads will be left in the condition found or better by the Purchaser.



- 8. Purchaser shall take precautions to prevent spillage of petroleum products or hazardous materials while refueling or performing maintenance on harvesting equipment. The Purchaser shall indemnify and hold the Seller harmless for any and all damages, including attorney fees and civil penalties, for which the Seller may become liable as a result of any such spillage.
- 9. All trees designated for removal by the Purchaser shall be cut as low as possible.
- 10. The Purchaser shall be responsible for following all rules and regulations regarding the harvest of forest products in the State of Connecticut and the Town of Ledyard and for obtaining all permits required for the harvest.
- 11. Any remaining slash shall be reduced to a height not to exceed three feet above ground level on the property of the Seller.
- 12. In the case of a dispute over the terms of this agreement, a final decision shall rest with a reputable person, to be mutually agreed upon by the parties to this agreement. In the case of further disagreement, an arbitration board of three people will be selected, one by each party to the agreement and the third selected by those two, 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.

Dated this 9th day of July, 2025

Seller

Purchaser

Forester

CTDEEP# F-463