

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP# 21 - 485 - 09 - T

For Tax Year April 1, 2021 to March 31, 2022

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- 1. Town/City of: WILTON
2. Tax Map/Block/Lot or USFS Sale Name & Unit No. D-7
3. Intent Type: Original [X] Supplemental [ ]
4. Name of Access Road: ISAAC FRYE HIGHWAY
5a. Acreage of Lot: 49.4 Acreage of Cut: 18
5b. Anticipated Start Date: December 2021
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Sole Owner) [ ]
b. Owner of Land and Stumpage (Joint Tenants) [ ]
c. Owner of Land and Stumpage (Tenants in Common) [ ]
d. Previous owner retaining deeded timber rights [ ]
e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements [X]

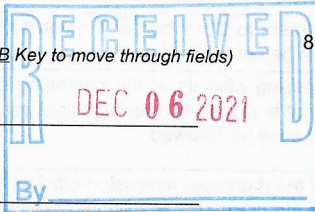


Table with 2 columns: Species, Estimated Amount To Be Cut. Rows include White Pine (7.5 MBF), Hemlock (MBF), Red Pine (45 MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (MBF), Ash (3.8 MBF), Soft Maple (MBF), Beech/Pallet/Tie & Mat Logs/Pine Box (MBF), Other (Specify) (MBF), Pulpwood (Tons), Spruce & Fir, Hardwood & Aspen (30), Pine (30), Hemlock, Biomass Chips (90), Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (Cords).

REPORT OF CUT / CERTIFICATE TO BE SENT TO: OWNER [ ] OR LOGGER / FORESTER [X] BY MAIL [ ] OR E-MAIL [X]

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners. Signature: Jeffrey C. Eames 12.6.21

Signature and address block for Jeffrey C. Eames - Pres. Fort Mountain Trucking Co. Inc. Address: 168 Granite Street, Allenstown, NH 03275. E-mail: Cindy@nhforestry.com. Phone: 603-485-4459.

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form. Species: Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227:2 the timber harvest laws.

Signature and address block for Jeffrey C. Eames - Pres. Fort Mountain Trucking Co. Inc. Address: 168 Granite Street, Allenstown, NH 03275. E-mail: Cindy@nhforestry.com. Phone: (603) 485-4459.

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

- The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received. \$ Date:
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

Signatures and dates of Municipal Assessing Officials: 12/6/2021

**TIMBER SALE AGREEMENT**

1. This agreement dated December 3, 2021, between, Town of Wilton, 42 Main Street, PO Box 83, Wilton NH 03086 (hereinafter seller) and Fort Mountain Trucking Company Inc., a New Hampshire corporation with an address of 168 Granite Street, Allenstown, NH 03275 (hereinafter buyer).
2. For valuable consideration given to the other, and as stated herein, Seller agrees to sell and Buyer agrees to buy, pursuant to the terms and conditions of the agreement, standing trees on the Seller's property located as reference, Town of Wilton, NH Tax Map D, Lot 7 containing 49.4 acres.
3. Seller states and warrants that the Seller has full authority to sell timber.
4. Seller agrees to permit Buyer to enter upon said property for the purpose of cutting and removing standing trees pursuant to this agreement. Said permission includes Buyer, Buyer's agents, servants, employees, subcontractors and assigns, and includes any and all equipment necessary for the cutting and removing of standing trees.
5. Payment shall be on a scaled sale basis, paid for on a weekly basis. Stumpage payments will begin approximately 2 weeks from the time the first load is removed from the property depending on the particular mill payment schedule. STUMPAGE PRICES to be paid as follows:

Species	Product	Price	Unit
White Pine	Logs	\$ 170.00	MBF
White Pine Pallet	Logs	\$ 20.00	MBF
Red Pine	Logs	\$ 35.00	MBF
White Ash	Logs	\$ 100.00	MBF
Hardwood Pallet	Logs	\$ 30.00	MBF
Mixed Softwood	Pulp	\$ 0.10	Ton
Hardwood	Pulp/FW	\$ 3.00	Ton
Hog Fuel	Chips	\$ -	Ton

6. Prices above are based on forest products sent direct from seller's property to respective mill or market. The final mixed product clean up load will be paid at 50% of the above rates to account for extra handling. Clean up loads will be avoided where possible.
7. Buyer shall provide security in removal and transportation of timber products from the seller's property through a trip ticket system.
8. Stumpage prices include the following forestry services provided by the Buyer's Staff forester Patrick Kenney, NH License #357
  - a. Preparation and filing intent to cut form.
  - b. Harvest limit layout using plan and information provided by Seller.
  - c. Assessment of Seller's goals/objectives and designation of trees to be cut to meet seller goals which may or may not include timber marking.
  - d. Skid trail layout and design of landing area and truck access road.

**Commented [MOU1]:** Will the operation create a pathway to the peninsula even though we are not harvesting the red pine at that location?

- f. The existing landing will be utilized for this operation. The landing will be left clean of larger logging debris at completion of sale, rough graded with the skidder blade or bulldozer as needed.
- g. Hog Fuel chips left on the landing at the seller's request, (optional) will be billed at \$20.00/ton, volume estimated by the Buyer's forester.
- 11. In the event regional average Diesel Fuel prices surpass \$4.00 per gallon, a diesel fuel surcharge will be implemented weekly due to increased transportation and logging expenses.
- 12. Buyer shall provide insurance for Workmen's Compensation where applicable, liability for bodily injury and liability for property damage. Buyer agrees to indemnify and hold Seller harmless from any claim against the Seller, for which the buyer is liable.
- 13. Buyer shall comply with all federal and state laws pertaining to the operation.
- 14. Buyer agrees to pay the town timber tax as required by NH State Law (RSA 79:1 II(a)) in the case of purchasing timber from public lands.
- 15. Failure to comply with any of the conditions herein contained shall, at option of the Seller or the Buyer, be deemed a breach of this agreement.
- 16. In case of any dispute over the terms of this Agreement, final decision shall rest with a reputable person, mutually agreed upon by the parties concerned, and in case of further disagreement, with an arbitration board of three persons, one to be selected by each party to this Agreement and a third to be selected by the other two arbitrators.

**Commented [MOU3]:** We do not want any chips for use at the site.

EXECUTED by parties this 3rd Day of December 2021.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Kellie-Sue Boissonnault, (Seller)  
Chairwoman Town of Wilton  
SelectBoard

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Jeffrey C. Eames (Buyer)  
President Fort Mountain Trucking  
Company Inc. Duly Authorized

**CERTIFICATION OF YIELD TAXES ASSESSED  
INTENT FILED DURING TAX YEAR: April 1, 2021 to March 31, 2022**

**TOWN / CITY OF:** Town of Wilton  
**COUNTY OF:** Hillsborough  
**CERTIFICATION DATE:** January 0, 1900

**SEND SIGNED COPY TO:** DEPT. OF REVENUE ADMINISTRATION  
 MUNICIPAL AND PROPERTY DIVISION  
 P.O. BOX 487  
 CONCORD, NH 03302-0487

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 (Selectmen/assessor)  
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 (Selectmen/assessor)

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER Town of Wilton Sand Hill Reservoir Sand Hill Road Wilton, NH 03086	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %	
<b># 1</b> <b>ACCOUNT OR SERIAL #:</b> 1  <b>BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT</b>  <b>MAP &amp; LOT NUMBER</b> D-7	WHITE PINE	7.500			\$140.00	\$1,050.00	\$105.00	
	HEMLOCK	0.000			\$40.00	\$0.00	\$0.00	
	RED PINE	45.000			\$37.50	\$1,687.50	\$168.75	TOTAL TAX
	SPRUCE & FIR	0.000			\$97.50	\$0.00	\$0.00	DUE ON THIS OPERATION
	HARD MAPLE	0.000			\$235.00	\$0.00	\$0.00	(TOTAL OF COL. # 9)
	WHITE BIRCH	0.000			\$75.00	\$0.00	\$0.00	
	YELLOW BIRCH	0.000			\$162.50	\$0.00	\$0.00	
	OAK	0.000			\$340.00	\$0.00	\$0.00	
	ASH	3.800			\$137.50	\$522.50	\$52.25	
	SOFT MAPLE	0.000			\$100.00	\$0.00	\$0.00	
	BEECH/PALLET/TIE LOGS	0.000			\$40.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$15.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	SPRUCE & FIR					<b>TONS</b>		
HARDWOOD & ASPEN					<b>CORDS</b>			<b>\$324.43</b>
PINE					\$ 0.50	\$0.00	\$0.00	
HEMLOCK					\$ 2.25	\$67.50	\$6.75	
BIOMASS CHIPS					\$ 0.23	\$6.75	\$0.68	
HIGH GRADE SPRUCE					\$ 1.75	\$0.00	\$0.00	
CORDWOOD					\$ (1.00)	-\$90.00	-\$9.00	
					\$ 25.00	\$0.00	\$0.00	
					\$ 0.00	\$0.00	\$0.00	
					\$ 14.00	\$0.00	\$0.00	
					\$ 0.00	\$3,244.25	\$324.43	