CONSULTANT AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this 12th day of February 2013, by and between the **Town of Raymond** (hereinafter referred to as "Town"); and **Timberstate G. Inc.**, (hereinafter referred to as "Consultant"). In consideration of the mutual promises contained herein, Consultant agrees to perform the following services for the Town:

II. SCOPE OF WORK

The specific services the Consultant will perform are set forth below:

1. The Town authorizes the Consultant to perform work necessary to prepare and administer a timber sale on the Town's land known as the Patricia Avenue forest located at 77 Patricia Avenue (005/019) and identified in a deed recorded at the Cumberland County Registry of Deeds in Plan Book 3708, Page 198; and the Files Lot forest located at 0 Egypt Road (014/034) and identified in deed recorded at the Cumberland County Registry of Deeds in Plan Book 23583, Page 77, both in the Town of Raymond, County of Cumberland, and State of Maine (the "Property").
2. The Consultant agrees to:
    a. mark or designate trees to be cut;
    b. flag necessary road and yard areas;
    c. provide the Board of Selectmen of the Town with the options for selecting a logging contractor and a recommendation about the selection;
    d. do necessary paperwork documenting the payment for the wood by the selected logging contractor and commission paid to the Consultant;
    e. send such documentation to the Town;
    f. inspect and supervise cutting by selected logging contractor;
    g. collect payment from the logging contractor and provide such payment to the Town less the Consultant's fee as described below in Section V; and
    h. complete any reasonable incidentals to such sale process.
3. During the period of this Agreement, the Consultant shall have right to enter upon the Property at all reasonable times for all purposes associated with this Agreement.

IV. COMMENCEMENT AND COMPLETION

The Consultant will commence work on the date of this Agreement and will complete work on or before 18 months from that date. If the work has not yet been completed by that time, the Town and the Consultant may enter into an extension of this Agreement.

V. FEES AND PAYMENT TERMS

The Consultant is an independent contractor and is not an agent or employee of the Town. The commission for performing the above described work will be 13% of the stumpage value. All payments made by the logging contractor to the Consultant shall be fully documented and recorded by the Consultant and such documentation shall be provided to the Town. When payments are made by the logging contractor, in accordance with the logging contractor's contract, to the Consultant, the Consultant shall have seven (7) to fourteen (14) business days from the date such payment is made to provide such payment to the Town less the 13% stumpage value Consultant commission.
The Town also agrees that any work required above and beyond the normal and reasonable administration of a timber sale, listed below, shall be compensated for at a rate of $100 per hour. Such activities shall only proceed when authorized by the Town.

a. Site review with codes enforcement officer or other official town regulatory body required by local ordinances; preparing and filing applications for variances or permits for timber harvesting as required for local permits to harvest timber.
b. Boundary line research and location to establish lines that are not readily identified.

The Town agrees that should the Town decide not to proceed with the sale of timber herein, it shall compensate the Consultant for its reasonable time and reasonable expenses as fully documented at a rate of $100 per hour.

VI. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and an opportunity to cure. The Town may terminate without cause by giving the Consultant 14 days notice, and compensating the Consultant equitably to the termination date.

VII. DISPUTE RESOLUTION

The parties to this Agreement mutually agree that any dispute over the terms, conditions, application, compliance and/or alleged breach of this Agreement shall be resolved in the following manner, unless both parties agree in writing to a different method:

Informal Process: The parties will first attempt to informally meet to discuss any dispute. A party may request that prior to such meeting the complaining party submit a description of the complaint or concern in writing.

Mediation: The parties will mutually agree upon a mediator to mediate any dispute. A party shall make a written request for mediation, and deliver such notice. Such mediation shall be non-binding, and shall take place within thirty (30) days after the written request

is made, or in accordance with the mediator's schedule and availability. The parties shall provide any information sought by the mediator for this process. If the Parties cannot agree on a mediator, the parties shall each select a mediator, and those two mediators shall agree upon a mediator. Each side shall bear their own costs of mediation, including attorney's fees, if any.

The parties may mutually agree in writing signed by both parties to bypass any of the steps above, and to extend any deadlines. Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties using the above process shall be submitted to the Superior Court for Cumberland County.

VIII. SUBCONTRACTORS

The Consultant shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as Consultant is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific written approval of the Town.

IX. INSURANCE

The Consultant shall purchase and maintain Workers' Compensation Insurance if required by law, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town will be named as an additional insured for the liability and vehicular insurance policies. The actual policies shall be provided to the Town for review and approval before the commencement of work under this Agreement.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

X. INDEMNIFICATION

The Consultant will indemnify and hold harmless the Town and its officers, officials and agents, in their public and individual capacities, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of fees arising out of or resulting from the negligent acts, errors or omissions in the performance of the Agreement by the Consultant, its officials, employees, agents and subcontractors.

XI. COMPLIANCE WITH LAWS

The Consultant shall follow all federal, state and local laws, ordinances, rules and regulations in the performance of this Agreement.

XII. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement are not a part of this Agreement.

Signatures follow on a separate page.

Signature page

Date: _____ ____, 2013 TIBERSTATE G, INC.

By: _____
Greg Foster, Its _____

Date: _____ ____, 2013 TOWN OF RAYMOND

By: _____
Don Willard, Its Town Manager