

mail to:
G & G Lumber Company, Inc.
P.O. Box 53
Union Grove, NC
28689

Drafted by: Jack Sherrill 27 2403
& Associates, Inc.
(Jack Sherrill) CG

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NORTH CAROLINA
FORSYTH COUNTY

TIMBER DEED

THIS CONVEYANCE, made and entered into this the 7 day of May, 1992, by and between J. Lawrence Haynes and wife, Wilma J. Haynes, of Rockingham County, North Carolina; and, Carolyn Anne Haynes Jenkins and husband, JAMES W. JENKINS OF Wake County, North Carolina, Parties of the First Part;

TO: G & G LUMBER COMPANY, a North Carolina Corporation, doing business in Iredell County, North Carolina, Party of the Second Part;

W I T N E S S E T H :

That the Parties of the First Part, for and in consideration of the sum of TEN THOUSAND THREE HUNDRED SIXTY THREE and 20/100 (\$10,363.20) DOLLARS.

The Parties of the First Part, in consideration of the payment terms aforesaid, by these presents, does hereby bargain, sell and convey to the Party of the Second Part, their heirs and assigns, all merchantable timber of all sizes and all species on a clearcut basis on about 16 acres of land located on some or all of three (3) parcels of land in Lewisville Township, Forsyth County, North Carolina. For a legal description refer to Deed Book 1730, Page 294, Forsyth County Registry.

Also selling several trees, marked on stem and stump with red paint. These trees are within the creek buffer areas or just beyond the westernmost buffer area.

The attached Timber Sale Map, marked as "Exhibit A", dated March, 1992, drawn by Jack Sherrill & Associates, Inc., Consulting Foresters, defines the "16± Acre Timber Sale Area."

TO HAVE AND TO HOLD THE SAID TIMBER, situated and being on the above described lands, to the Party of the Second Part, their heirs and assigns forever, together with the right and privilege of cutting and removing said timber at any time, at the option of the Party of the Second Part, subject to the following terms and conditions and restrictions:

1. Until December 1, 1993, to cut and remove timber. No timber rights can be assigned to another party without approval of owner.

2. Portable mills are not allowed.

3. Access is using the house driveway. This route must be maintained at all times and left in as good a shape as found when logging begins; however, it does not have to be grassed.

4. Location of logging roads, skid trails, and loading and decking sites must be within the Sale Area and meet approval of Jack Sherrill & Associates, Inc.

FORSYTH

06-12-92

BENBOW AND PHILLIPS
ATTORNEYS AT LAW
P. O. DRAWER 432
STATESVILLE, N. C. 28677

STATE OF
NORTH
CAROLINA



\$21.00

Real Estate
Excise Tax

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5. Logging roads and skid trails must be stabilized by water bars, broad base dips, ditches, stone, or vegetation, or combination thereof, to abate erosion during length of contract and at termination. They must also be smoothed if routing of soil becomes too deep. Subject to approval of Jack Sherrill & Associates, Inc.

6. No trees, limbs, brush, or other logging debris are to be left in or across working fences, orange painted lines, woods roads, streams or drains, open fields, or anywhere outside the Sale Area. N.C. General Statutes 77-13 and 77-14 apply.

7. Buyer will be responsible for logging damage to any improvements.

8. No orange painted trees are to be cut or removed nor any timber outside the Sale Area except trees marked in red paint in or beyond the buffer strips. If timber not for sale is cut or negligently damaged, it will be paid for on International Log Rule, FC 80 at rate of \$250 per MBF for sawtimber and \$30.00 per cord for pulpwood.

9. Logging trash, such as barrels, cans & bottles, paper products, broken equipment, etc. must be removed from the site, not buried. Removal should be on a weekly basis - every Friday.

10. Jack Sherrill & Associates, Inc. is to be notified before logging begins, at any time logging is temporarily halted (equipment removed), whenever logging is resumed, and at least 2 days prior to completion.

11. Buyer guarantees that their loggers will be covered by Workers' Compensation and General Liability Insurance while cutting this timber and will furnish written proof of same satisfactory to owners prior to beginning logging operations and will maintain same throughout the logging operations.

12. Buyer must abide by the N.C. Sedimentation Pollution Control Act. All logging activities are to be conducted in accordance with "Forest Practices Guidelines Related to Water Quality" and the nine (9) performance standards honored. Buyer will ford or bridge creeks at own expense.

13. Jack Sherrill & Associates, Inc. can stop logging if it becomes too wet or if above conditions are not being met. Once conditions are corrected, logging can resume.

14. A \$500.00 performance bond is to be paid prior to initiation of logging. The bond shall be returned upon satisfying all sale conditions. Or the bond shall be forfeitable in part or whole to cover any damages - based on inspection by Jack Sherrill & Associates, Inc. Note that such bond is not intended to limit what might be estimated to be maximum damages inflicted.

BENBOW AND PHILLIPS
ATTORNEYS AT LAW
P. O. DRAWER 432
STATESVILLE, N. C. 28677

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AND THE PARTIES OF THE FIRST PART covenant to and with the Party of the Second Part, that they have the right to convey the timber above described; that said timber is free from all encumbrances and that they will warrant and defend the title to the timber described and the privileges herein granted to the Party of the Second Part, theirs and assigns, against the claim of all person whomsoever.

IN TESTIMONY WHEREOF, the said Parties of the First Part have hereunto set their hands and seals, the day and year first above written.

J. Lawrence Haynes (SEAL)
J. Lawrence Haynes

Wilma J. Haynes (SEAL)
Wilma J. Haynes

Carolyn Anne Haynes Jenkins (SEAL)
Carolyn Anne Haynes Jenkins

James W. Jenkins (SEAL)
James W. Jenkins

NORTH CAROLINA

ROCKINGHAM COUNTY

BEFORE ME, the undersigned authority, on this day personally appeared J. LAWRENCE HAYNES and wife, WILMA J. HAYNES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 11 day of May, 1992.

Ralph J. Hardy
Notary Public

My Commission Expires: 4-1-97

NORTH CAROLINA
WAKE COUNTY

BENBOW AND PHILLIPS
ATTORNEYS AT LAW
P. O. DRAWER 432
STATESVILLE, N. C. 28677

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN ANN HAYNES JENKINS and husband JAMES W. JENKINS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 16th day of May, 1992.

Peninah P. Brown
Notary Public

My Commission Expires 11/7/95

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate S of Ralph J. Hardy, Notary Public and Peninah P. Brown, Notary Public (these give name and official title of the officer signing the certificate—passed upon)

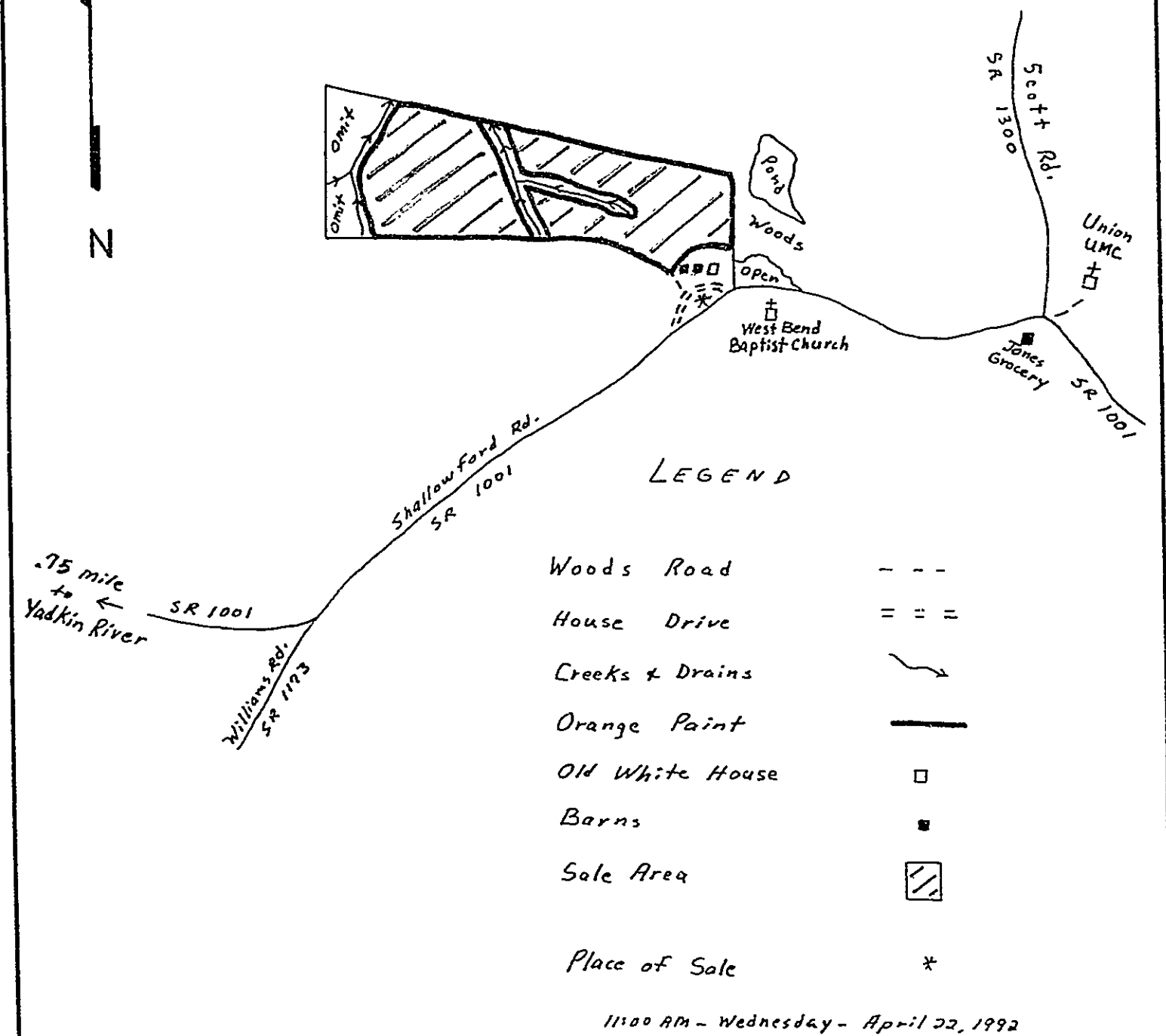
12 (are) certified to be correct. This the 12 day of June, 1992

'92 JUN 12 P3 L.E. Speas, Register of Deeds,

By Deborah Riddle Deputy Assistant

Probate and Filing Fee \$ 12.00

REGISTERED DEEDS
FORSYTH CO. N. C.

"EXHIBIT A"

JACK SHERRILL & ASSOCIATES, INC.

Consulting Foresters - Real Estate Brokers

TIMBER SALE MAPHaynes & Jenkins Tract

County	<u>Forsyth</u>	State	<u>NC</u>
Scale	<u>1" = 660'</u>	Date	<u>Mar. '92</u>
Drawn by	<u>JS</u>	Approved by	<u>JS</u>