

FILED  
ALAMANCE COUNTY, NC  
**HUGH WEBSTER**  
**REGISTER OF DEEDS**

FILED Feb 25, 2020  
AT 10:58:02 am  
BOOK 03969  
START PAGE 0600  
END PAGE 0606  
INSTRUMENT # 03224  
EXCISE TAX \$1,126.00  
BF

This instrument prepared by:

York Law Firm

a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

PID: 150361

Prepared by: The York Law Firm, PLLC, PO Box 1197, Apex, NC 27502

**Return To:** Edwards Timber Company, Inc., PO Box 219, Marshville, NC 28103 ←

Revenue Stamps: \$ 1,126.00

**STATE OF NORTH CAROLINA**

**TIMBER DEED**

**COUNTY OF ALAMANCE**

Merchantable Timber on 267.5 acres +/-

THIS TIMBER DEED, made this 23<sup>rd</sup> day of January, 2020, by and between, **3 BROTHERS BUILDING, LLC** a North Carolina limited liability company, whose address is 5423 Mt. Herman Rock Creek Rd, Burlington, NC 27215, hereinafter referred to as "Grantor", and **EDWARDS TIMBER COMPANY, INC.,** a North Carolina corporation, whose address is P.O. Box 219, Marshville, NC 28103, hereinafter referred to as "Grantee".

**WITNESSETH:**

The Grantor, in consideration of **Ten Dollars (\$10.00)** and other valuable considerations, to the Grantor paid by the Grantee, receipt of which is hereby acknowledged, has given, granted, bargained, sold, and conveyed, and does hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns the following timber:

**All merchantable timber located on 267.5 +/- acres of land situated in Alamance County, North Carolina as described in EXHIBIT "A" attached.**

**THIS CONVEYANCE IS MADE SUBJECT TO the following conditions and restrictions:**

1. Type of Harvest: Clear Cut of all Merchantable Forest Products
2. An approximate 30' (per side) stream management buffer shall be maintained.
3. Grantee is to notify Grantor or any agent for the Grantor at least 48 hours prior to both the beginning and completion of the timber harvesting operations.

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4. Grantee will have **THIRTY-SIX (36) MONTHS** from the date of closing of the Timber Deed to cut and remove all merchantable timber within the sale area, with the following exception: all merchantable timber on the 50 +/- acres on the North side of NC Hwy 62 shall be cut and removed by May 31, 2020. All timber and cutting rights will revert to the Grantor after the timber harvesting is complete regardless of Timber Deed contract period aforementioned.
5. Grantee is to keep and maintain all logging activities within the designated timber sale area as shown on the map attached hereto as EXHIBIT "B".
6. Forestry Best Management Practices (BMPs), Forest Practices Guidelines (FPGs), and North Carolina Sedimentation and Pollution Control Act must be implemented while logging. Road construction must be approved by Grantor or its agent, and piled soil from either construction or wet weather skidding must be returned to roads when harvesting is complete. Any soil disturbance which may result in stream sedimentation must be temporarily stabilized within ten (10) working days after the disturbance is made. Permanent stabilization must be completed within thirty (30) working days after logging is completed. Grantee is responsible for all construction, gravel, erosion control, water bars and stabilization on SMZ crossings and erodible areas within the sale area. SMZ crossings must be approved by the Grantor or its agent and must be debris free and stabilized at harvest completion. All fire-lanes must be cleaned before tract is exited. **The Grantee is responsible for the timber sale area to be in compliance with all Forestry Best Management Practices (BMPs), Forest Practices Guidelines (FPGs), and North Carolina Sedimentation and Pollution Control Act during and at the conclusion of the logging operations.**
7. Grantee will halt harvesting operations if excessive rutting, damage to property, or debris/mud in road is occurring. Grantee will be responsible for repairing damages. If harvest is interrupted due to wet weather, the time lost will be added to the length of this timber deed. If harvesting operations cannot begin due to wet weather and before the expiration of this Timber Deed, Grantor agrees to grant Grantee a reasonable extension of this Timber Deed in which to harvest the timber. Said extension shall not be withheld for any reason and must be in writing and recorded in the Register of Deeds Office.
8. "Trucks Entering Highway" signs are required in both directions from the tract access point(s) of ingress and egress onto state/county roads, with no exceptions.
9. Any and all trash including but not limited to drink bottles, food wrappers, oil cans, paper, plastic, or metal articles used by the Grantee must be removed from the property on a daily basis.
10. The draining of oil, grease, or hydraulic oil onto the ground on this property is expressly forbidden. Drainage of such petroleum products should be into adequate containers and disposed of properly.
11. No trees, limbs, brush, tops, or other logging debris are to be left in streams, roads, fields, boundary lines, ditches, or right of ways.

12. Grantee is responsible for any damage resulting from the harvest operations to fences, equipment, buildings, crops, fields, pastures, roadways, creeks, and right of ways.
13. Grantor guarantees, warrants, and grants ingress and egress to sale area to Grantee and its agents or assigns. Access shall be via NC Hwy 62 and/or Faucette Lane.
14. Marked property line trees are not included in this sale and designated property corners must be protected from logging damage. Any property corner that is destroyed shall be immediately restored at the Grantee's expense.
15. All existing or constructed roads/driveways shall be left in good as or better condition after use as was prior to use.
16. Grantor guarantees title to the forest products covered by this notice and to warrant the title against all claims at Grantor's expense. Grantor covenants with Grantee that Grantor is seized of said timber and the lands upon which it is situated in fee simple and has the right to convey the same, that the same is free and clear of encumbrances except as herein and above set forth, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever including, but not limited to, any and all claims for taxes, mortgages, or any other encumbrances at its own expense. This instrument conveys title to the by-products such as tops, slabs and saw dust but only if the Grantee removes the same during the time of this contract.
17. Indemnity Clause: The Grantee shall indemnify and hold harmless the Grantor from any and all liability and any and all loss, including attorneys' fees and other related and reasonable expenses incurred, arising from the operations, activities, or omissions of the Grantee and its agents incident or related to this contract or upon the sale area. Grantee shall save, defend, keep harmless, and indemnify Grantor and its heirs, successors and assigns of and from all loss, damage, cost, charged, or expense, including court costs and attorneys' fees, which they may sustain, suffer, or be put to should Grantee cut any trees standing outside the boundaries of the above described tract. Grantor shall not be liable to Grantee for any damage done to the equipment of Grantee or for any injuries suffered by the employees, agents, or assigns of Grantee, while Grantee is on the above property of Grantor. Grantee will indemnify grantors against any loss, including reasonable attorneys' fees, which Grantor may suffer in connection with any claim made by Grantee, its employees, agents, or assigns. Risk of loss or damage to the timber conveyed herein by fire or otherwise shall be borne by Grantee. The logging contractor must maintain liability insurance in an amount of at least \$1,000,000 (One Million dollars) at all times during operations during the term of this contract. Evidence of said insurance will be furnished upon request of Grantor.
18. In the event of dispute between the parties arising out of the terms and conditions of this instrument and the performance of either party hereunder, the parties hereto agree to accept the decision of an arbitration board of three (3) members. Each party shall select an arbiter and a third arbiter shall be selected by the first two arbiters. The two arbiters must be selected by the parties hereto within thirty (30) days after either party has requested arbitration. The arbiters must reach an agreement within thirty days after the appointment of any arbiter by the Grantor and Grantee. The period allowed herein for

cutting and removal of timber shall be extended automatically for the number of days required to complete the selection of arbiters and to complete the arbitration of the dispute. Arbitration shall be performed in accordance with Article 45A of the General Statutes of North Carolina. The cutting time given in this timber deed shall be extended by the length of time necessary for the arbiters to reach a decision.

19. Also, the following rights and privileges, to be exercised by the Grantee, through itself, its successors, agents, servants, employees, or assigns, for and during the period of **THIRTY-SIX (36) MONTHS** from the date of closing of the Timber Deed: to enter upon said lands, and to pass and repass over the same at will, on foot or with vehicles, and to cut and remove said timber, and to construct and operate any road, loading site, sawmill, or other equipment or structures of any kind whatsoever, and to remove same at will, over, on and upon said lands, as the Grantee or its successors or assigns may deem necessary to convenient for cutting, removing, or manufacturing said timber, and to use such trees, underwood and underbrush, dead and down timber and dirt on said lands as may be needed or convenient in the construction and repair of said road, and in the operation of said sawmills or other structures thereon, and to use and employ in the cutting, removal, or manufacture of said timber any machines or other appliances that may be now in use or may hereafter come into use, as may be deemed necessary or expeditious in the cutting, removal, or manufacture of said timber on said lands, together with such other rights and privileges as may be necessary or expedient to the cutting, removal, or manufacture of said timber. Any and all rights granted in this paragraph are subject to Grantor's or its agent's prior approval.

TO HAVE AND TO HOLD the said timber, as above described together with all the rights and privileges herein granted, to the Grantee and its successors and assigns, to their only use during the period of time above named; and

The Grantor, for themselves and their heirs, personal representatives and assigns, does hereby covenant with said Grantee, and its successors and assigns that Grantor is lawfully seized of said timber, rights, and privileges hereinbefore set out in their own right in fee simple and absolutely, and have full power and authority to convey the same in the manner aforesaid, which is done by this deed, and that they will forever warrant and defend the title to the same against the claims and demands of all persons whomsoever.

All rights, titles, powers and benefits hereunder shall inure to, and all obligations, hereunder shall be binding upon the respective heirs, executors, successors and assigns of the persons and firms so affected by this instrument.

IN WITNESS WHEREOF, the Grantor has signed, sealed, and delivered this instrument, the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

3 BROTHERS BUILDING, LLC

By [Signature] (SEAL)  
Adam Mitchel Siegner, Member

By [Signature] (SEAL)  
Andrew George Siegner, IV, Member

STATE OF NORTH CAROLINA  
COUNTY OF Alamance

I, [Signature], a Notary Public of the County and State  
aforesaid, certify that **Adam Mitchel Siegner and Andrew George Siegner, IV, Members of 3  
Brothers Building, LLC**, personally appeared before me this day and acknowledged that they  
are Members of 3 Brothers Building, LLC, a limited liability company, and that they, as  
Members of 3 Brothers Building, LLC, being authorized to do so, executed the foregoing on  
behalf of the limited liability company.

Witness my hand and official seal, this the 23<sup>rd</sup> day of January, 2020.

[Signature]  
Notary Public

My commission expires: 3/3/24

(SEAL)



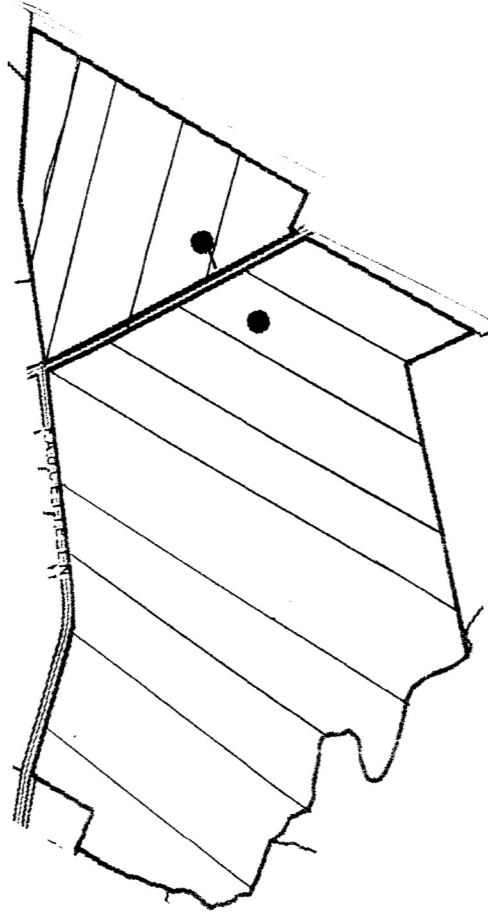
## EXHIBIT "A"

Being a certain tract or parcel of land in Alamance County, North Carolina, on the waters of Deep Creek adjoining the lands of Graham on the North, R.T. Kernodle on the East, Roney on the South, and Walker on the West and bounded as follows, to-wit:

BEGINNING at a stone and iron, corner with Graham and Walker and running thence, South 5° 45' West 271 feet to a stone and iron; thence, South 20° 40' East 800 feet to a stake; thence, South 31° East 1300 feet on the Big Falls Road; thence, South 28° 30' East on said Big Falls Road 1500 feet to a stake; thence, South 16° East 100 feet to a stake; thence, along old road, South 7° 40' East 1031 feet to an iron; thence, South 83° 20' East 459 feet to an iron formerly a red oak; thence, South 2° West 330 feet to a white oak on the south bank of the creek, corner with Roney; thence with said creek as it meanders: North 39° East 98 feet; thence, South 77° 30' East 211 feet; thence, South 86° 10' East 481 feet; thence, North 67° 15' East 123 feet; thence, South 75° 30' East 223 feet; thence, North 14° 10' East 66 feet; thence, North 46° 30' East 245 feet; thence, North 21° 30' West 118 feet; thence, North 45° East 218 feet; thence, North 14° East 208 feet; thence, North 32° 15' East 153 feet; thence, North 4° 30' West 99 feet; thence, North 17° 50' West 294 feet; thence, North 5° East 74 feet; thence, North 58° 30' East 218 feet; thence, South 50° 35' East 129 feet; thence, South 33° 15' East 125 feet; thence, South 51° 30' East 94 feet; thence, North 37° 15' East 69 feet; thence, North 7° 45' East 122 feet; thence, North 10° 10' West 162 feet; thence, North 8° 20' West 295 feet; thence, North 28° 35' East 158 feet; thence, North 45° 10' East 170 feet; thence, North 31° 50' East 158 feet; thence, North 34° West 112 feet; thence, North 37° West 1777 feet crossing an iron on the west bank of said creek to an iron and stone, corner with Kernodle; thence, North 40° East 630 feet to a stone and iron, corner with Graham; thence, North 84° West 1,480 feet to an iron; thence, North 5° 50' East 260 feet to a stone and iron, corner with Graham; thence, North 84° West with Graham's line 2017 feet to the BEGINNING, containing 267.5 acres, more or less, being the property of Edwin H. Gant as shown by survey of W. D. Trogdon, Engineer, March, 1923, recorded in the office of the Register of Deeds for Alamance County, to which reference is herewith made and being the same property as described in the deed dated January 1, 1923 from John Q. Gant and Corinna Gant to Edwin Holt Gant and Russell Gant recorded in Deed Book 78 at page 253 of the Alamance County Registry.

**EXHIBIT "B"**

**Timber Sale Map**



**THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.**