

shelton Logging & chipper
David shelton - Father
Brian shelton - son
(on-site loggers)
- can clear stumps also
5000-6000/AC to Grind
3500-4000/AC to stump/Boil

Justin Gross
(Cruizer/Buyer Rep)

HCL&M

HIGH COUNTRY LUMBER AND MULCH, LLC.

STATE OF: NORTH CAROLINA

COUNTY OF: SURRY

PREPARED BY: High Country Lumber and Mulch, LLC., Danielle Mills
1461 Speedway Rd, P.O. Box 1025, North Wilkesboro, NC 28659

TIMBER DEED

THIS TIMBER DEED made and entered into this the 16th day of November 2022, by Virginia S Thomas hereinafter referred to as the Grantor(s), and High Country Lumber and Mulch, LLC, a North Carolina limited liability company with principal office located at 1461 Speedway Road, North Wilkesboro, NC 28659, Wilkes County, hereinafter referred to as the Grantee.

WITNESSETH:

WHEREAS, the Grantor(s) are the owner of certain timber which the Grantee wishes to purchase from the Grantor(s), said timber located on a tract of land located at 2143 Shoals Rd, Pinnacle NC, said tract being more particularly described as follows:

PIN 595400901395 of the Surry County registry, said Deed being incorporated herein by reference; the particular portion of said lands, containing approximately 163.98 +/- acres.

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), for the SUM of ~~148,000.00 (One Hundred Forty Eight Thousand and No/100ths Dollars)~~, **AND OTHER CONSIDERATIONS** agree to sell above described timber.

TO HAVE AND TO HOLD, said timber and all right, privileges, and appurtenances thereto belonging, subject to the following terms and conditions, all of which are mutually understood and agreed to by both Grantor(s) and Grantee:

1. The Grantor(s) do covenant that the Grantor(s) are seized of said Timber which it is situated in fee simple and has the right to convey the same, that the same is free and clear of all liens and encumbrances, and that the Grantor(s) shall defend the title against the lawful claims of all persons whomsoever.
2. The timber being sold as being defined as all merchantable timber within the cutting area, with the exception of timber in yard or at house, marked boundaries, corners or lined trees.
3. The term of the sale shall be 36 (Thirty-six) months, after which time the title to any remaining timber shall be deemed to have reverted to the Grantor(s). The Grantee may release the sale area prior to said date upon his compliance with these terms by the Grantor(s). Said release and approval shall be in writing.
4. No markers, corners, or marked boundary trees shall be cut, damaged or destroyed.
5. The Grantor(s) assume no liability for any loss of timber due to theft or any other artificial or natural cause during the Grantee's term of ownership.
6. The Grantee, by its acceptance of his timber deed agrees to perform and comply with all applicable Best Management Practices (BMPs) regarding erosion and sedimentation control that are currently being administered and enforced by the NC Forest Service. The Grantee further agrees to indemnify and save the Grantor(s) harmless for any and all non-compliance, fees, fines, and other costs resulting from the Grantee's actions or non-compliance.

7. The Grantee, by its acceptance of this timber deed, agrees to indemnify and save the Grantor(s) harmless for any and all costs resulting from damages, injury or death to any party that are a result of the Grantee's action upon the property of the Grantor(s). The Grantee also agrees to indemnify and save the Grantor harmless for any and all damages, fines, fees, or reparation paid as the result of the Grantee's cutting beyond the timber-cutting boundary lines as shown by Justin Grose.
8. Upon the termination of logging operations, the Grantee shall leave all existing and newly constructed roads on the property that have been established by bulldozing and used for transportation of forest products by a truck in a good, passable condition with appropriate, intact erosion control measures as specified by BMPs. All artificial debris and trash – e.g. cans, bottles, wrappers, oil cans, and hydraulic oil containers – shall be kept gathered up during and removed upon the termination of the logging operation. No limbing debris or brush shall be left in and field (by definition: an open land area free of woods and buildings) on the subject property or on any adjoining property.
9. The Grantee and his agents shall establish Streamside Management Zones for the purpose of reducing erosion into streams and maintaining water quality in compliance with state regulation in accordance with BMPs.
10. The Grantee and his agents will keep all brush out of fields and main road.
11. The Grantee and his agents will protect any crops that are in the fields, if any at time of logging operations.
12. The Grantee and his agents will take care of all fences and waterways.
13. _____
_____.
14. _____
_____.
15. _____
_____.

IN WITNESS WHEREOF, the Grantor(s) and the Grantee have hereunto set their hands and seals, the day and date first written above.

GRANTOR(S)

Signature Virginia S. Thomas (SEAL)
Printed Name Virginia S. Thomas

State of _____, _____ County.

I _____, a Notary Public, of said county, do hereby certify that _____ personally appeared before me this ____ day of _____, 20__, and acknowledged the due execution of this agreement.

My commission expires: _____.

_____ Notary Public

GRANTOR(S)

Signature By Scott T. Greene (SEAL)
High Country Lumber and Mulch, LLC
Scott T. Greene, Owner

State of North Carolina, Wilkes County.

I Danielle Mills, a Notary Public, of said county, do hereby certify that Scott T. Greene personally appeared before me this 16th day of November, 2022, and acknowledged the due execution of this agreement.

My commission expires: Dec. 4, 2023.

Danielle Mills Notary Public

