

**TIMBER DEED**

Revenue: \$1,096.00  
HERTFORD Co. PIN: 5944-63-8825

This Document Prepared By  
And Mail After Recording:  
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STATE OF NORTH CAROLINA  
COUNTY OF HERTFORD

THIS TIMBER DEED, made this 5<sup>th</sup> day of December, 2024, between SHERMAN A. YEARGAN, JR. and wife, ANDREA N. YEARGAN, whose address is 7777 White Oak Road, Garner, NC 27529, hereinafter referred to as SELLER; and EAST CAROLINA TIMBER, LLC, a North Carolina Limited Liability Company, whose address is 3930 Bear Grass Road, Williamston, NC 27892, hereinafter referred to as BUYER, it being fully understood and agreed that any pronoun or other word used herein shall be construed as singular or plural, and of the masculine, feminine or neuter gender, as the context may indicate or require;

**WITNESSETH:**

In consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration to the Seller in hand paid, the receipt of which is hereby acknowledged, Seller has bargained and sold and by these presents does bargain, sell and convey to the Buyer, and its successors and assigns, all trees and timber of every size, kind and description, lying, standing or being upon that certain tract or parcel of land located in St. Johns Township, Hertford County, North Carolina, said lands from which timber is to be cut and removed being more

Submitted electronically by "Jones & Carter, P.A."  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Hertford County Register of Deeds.

particularly described as follows:

In St. Johns Township, Hertford County, North Carolina, as shown on the Timber Sale Sketch prepared by Matthew Johnson Forestry, Inc. entitled "Yeargan Tract-Hertford Co., NC" which is attached hereto and incorporated herein by reference. The area from which timber is to be cut and removed, 173 +/- acres, is shaded on the timber sketch.

ITEM I. This Timber Deed shall cover and include all timber and trees of every sort, kind and character now standing, lying or being upon the described lands, and Buyer shall have the privilege to cut and remove the same. Sale boundaries are marked with blue paint and pink flagging. No painted, flagged, chopped, or otherwise marked property line trees are to be cut.

ITEM II. All trees and timber shall be cut and removed within **twenty-four months (24)** after the date of the recording of this timber deed.

ITEM III. Buyer shall remove all laps, tops and slabs of timber cut by it within the cutting period of this Timber Deed. No tops, slash or other logging debris will be left across property lines, in ditches, in any fields or across the timber sale area.

ITEM IV. No decking or loading will be allowed in fields or open areas. Access is from Jim Hardy Road and the farm road from William Vinson Road as shown on the attached map. All existing paths and those paths that may be constructed must be left in a condition so as to not hold water. Existing paths must be returned to a condition of "as good or better" after completion of harvesting. All ditches and drain lines shall not be obstructed and remain free flowing.

ITEM V. All trash, cans, tires etc. are to be removed at the expiration of logging. At the expiration of this Timber Deed or upon the completion of the logging operations, whichever comes first, Buyer agrees that as soon as weather and ground conditions permit, it will remove all mats, outsides, lumber, logs or large debris placed in the right-of-way by Buyer, or its agents, employees, successors or assigns, and to restore the land within said rights-of-way to a condition generally or approximately as good as when logging began. All paths, ditches and fields are to be left in as good or better condition than they were found at the beginning of the logging operation.

ITEM VI. Buyer shall remove all logs, tree tops, limbs or laps which fall: (1) into ditches

and creeks, field edges or across property lines; (2) on land of adjoining property owners; (3) on lands used for cultivation, pasture or yards for dwellings, placed there by Buyer or its agents, employees, successors or assigns; (4) outside timber sale area. No trees, limbs or tops shall be left in fields or the right-of-way of any highway. If in the cutting or removing of timber and trees by Buyer or its agents, employees, successors or assigns, any damage shall be done to any electric power lines or telephone lines which may cross said lands, and Buyer shall be responsible therefore and Buyer agrees to hold the Seller completely harmless with respect thereto.

ITEM VII. Harvesting operations may be discontinued due to excessive rutting at the sole discretion of Matthew Johnson Forestry, Inc. and resumed when conditions are favorable. When such an event occurs, additional time will be given to the Buyer to compensate for the interruption of the operation.

ITEM VIII. Buyer agrees to hold harmless and indemnify the Seller against any claim, loss, damage, or expense to the Seller resulting from the actions of the Buyer, their assigns, agents or employees in association with the logging of the timber.

ITEM IX. Seller agrees that Buyer shall have no ad valorem property tax liability hereby.

ITEM X. All logging paths and field edges will be left in as good or better condition as before logging. All logging shall be conducted in compliance with the Best Management Practices (BMPs) and Forest Practice Guidelines related to Water Quality (FPGs) as outlined by the North Carolina Division of Forest Resources.

ITEM XI. The successful Buyer shall not, under any circumstances, assign any of the timber rights to any other party without the written consent of Matthew Johnson Forestry, Inc.

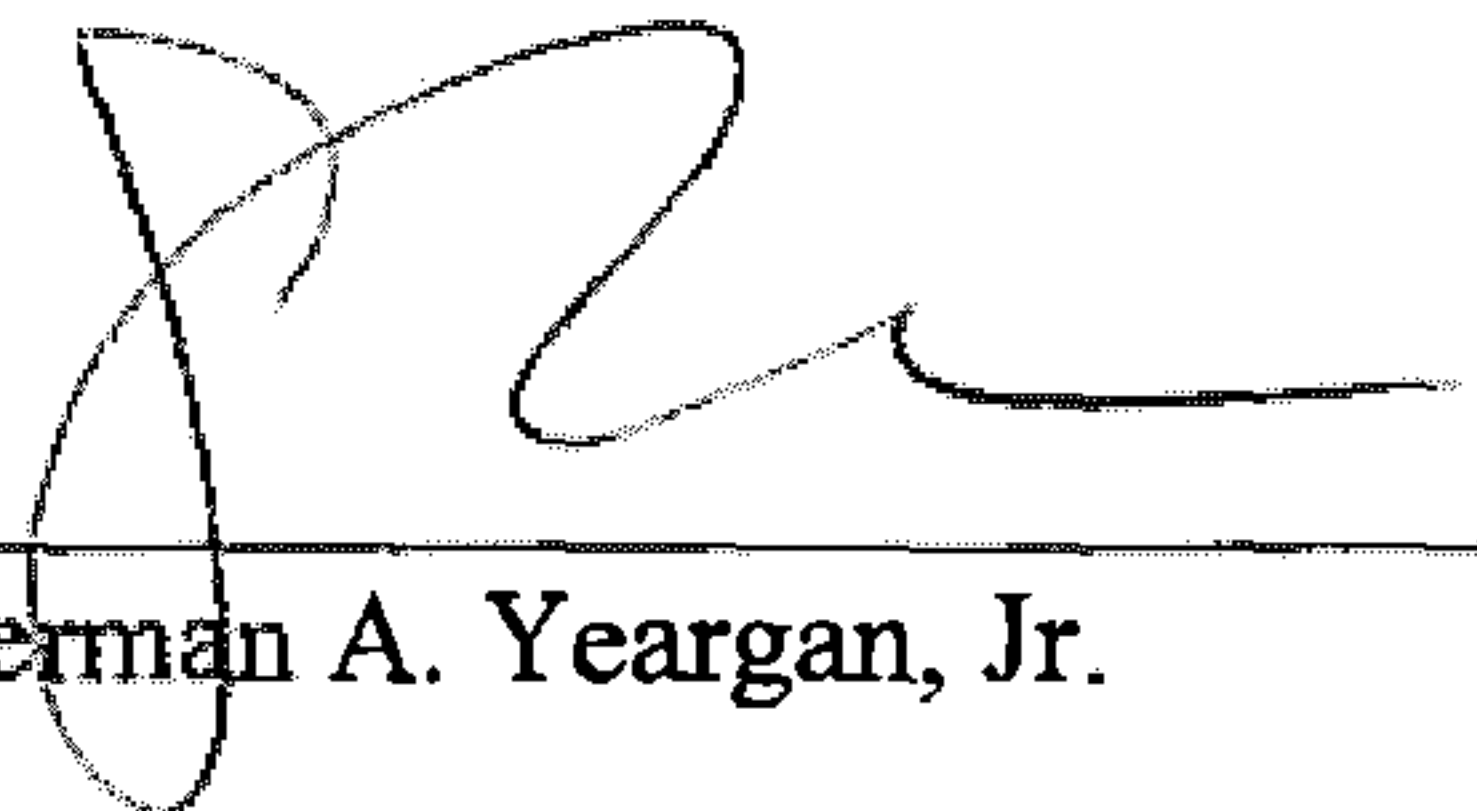
ITEM XII. Buyer will contact Matthew Johnson Forestry, Inc. a minimum of 24 hours before the commencement of logging.

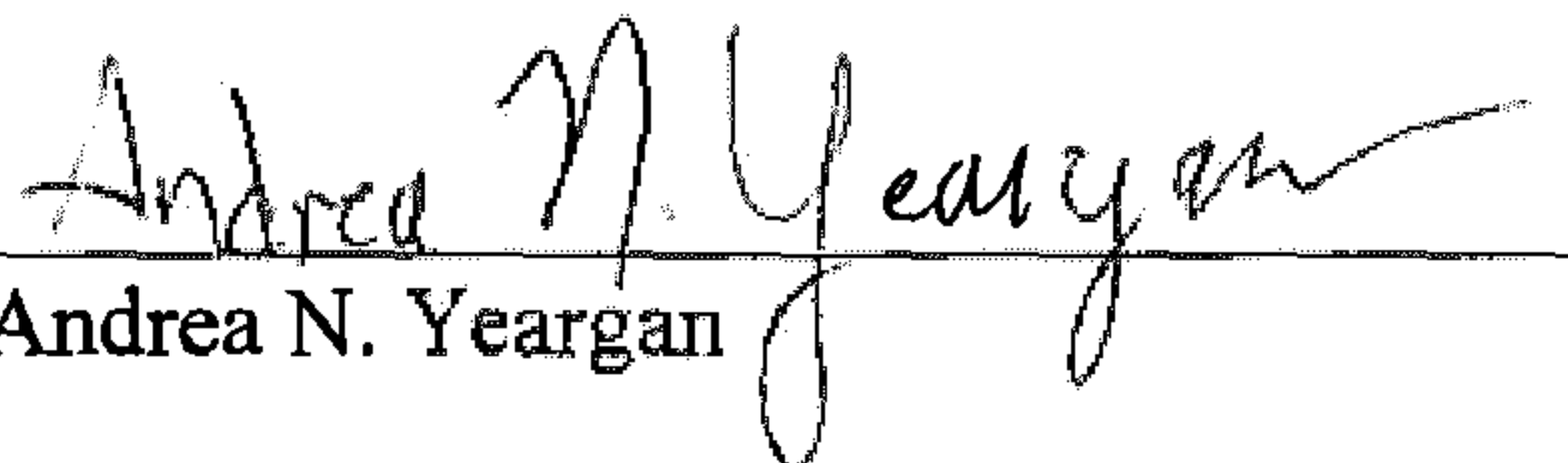
TO HAVE AND TO HOLD the aforesaid trees and timber, together with all rights and privileges hereinabove set out unto the Buyer, its successors and assigns, in fee simple absolute

forever.

Seller covenants that he is seized of the trees and timber and the lands upon which it is situated in fee simple, and he has the right to make this conveyance; that said trees and timber are free and clear of all encumbrances and that he will warrant and defend the title herein conveyed against all lawful claims.

IN WITNESS WHEREOF, SELLER has executed this timber deed, the day and year first above written.

  
Sherman A. Yeargan, Jr.

  
Andrea N. Yeargan

STATE OF NORTH CAROLINA

COUNTY OF ~~HERTFORD~~ Wake

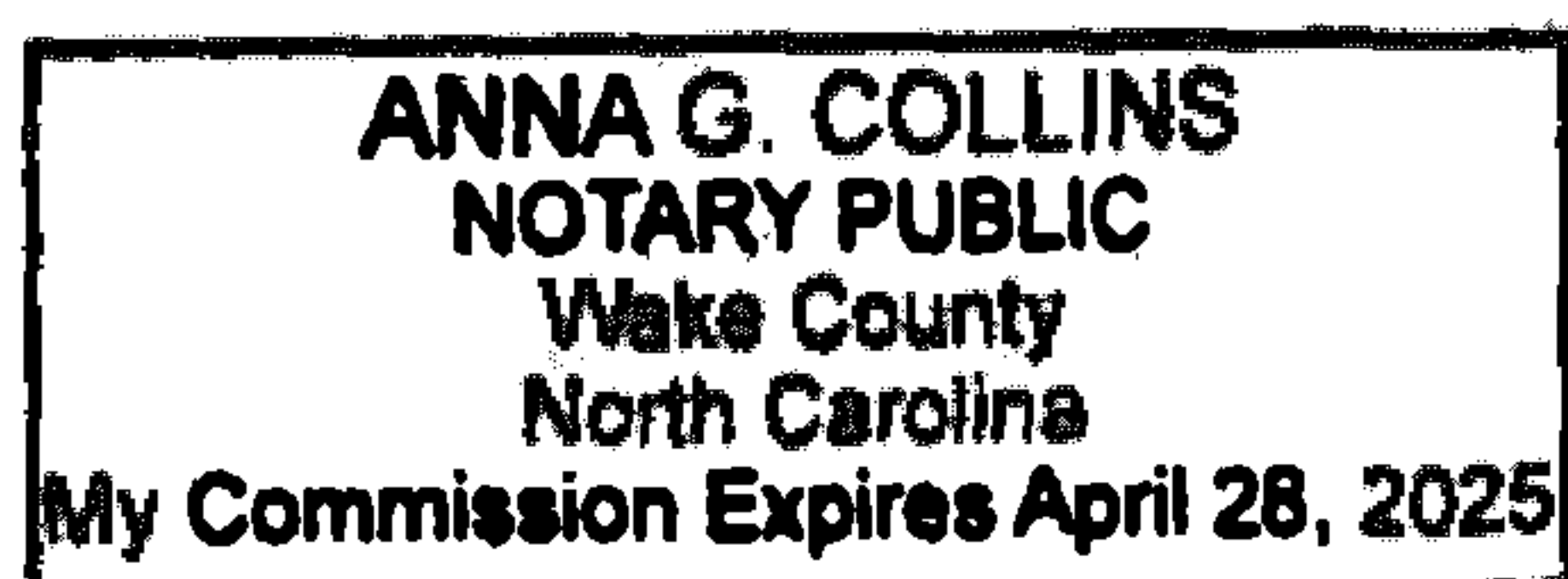
I, Anna G. Collins, Notary Public, certify that SHERMAN A. YEARGAN, JR. and wife, ANDREA N. YEARGAN, personally came before me this day and acknowledged the due execution of the foregoing Timber Deed.

Witness my hand and official seal, this the 5<sup>th</sup> day of December, 2024.

  
Notary Public

My Commission Expires: April 28, 2025

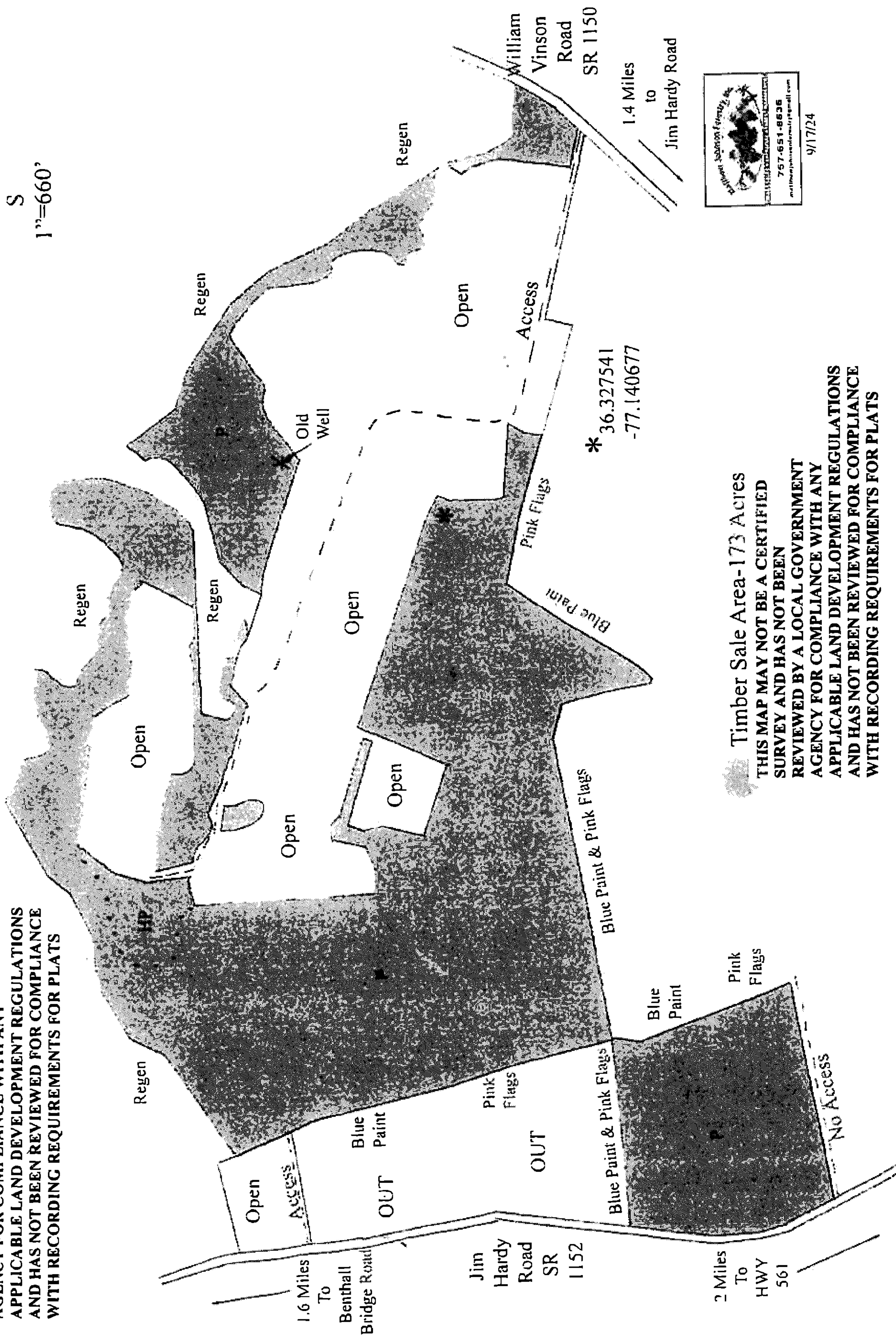
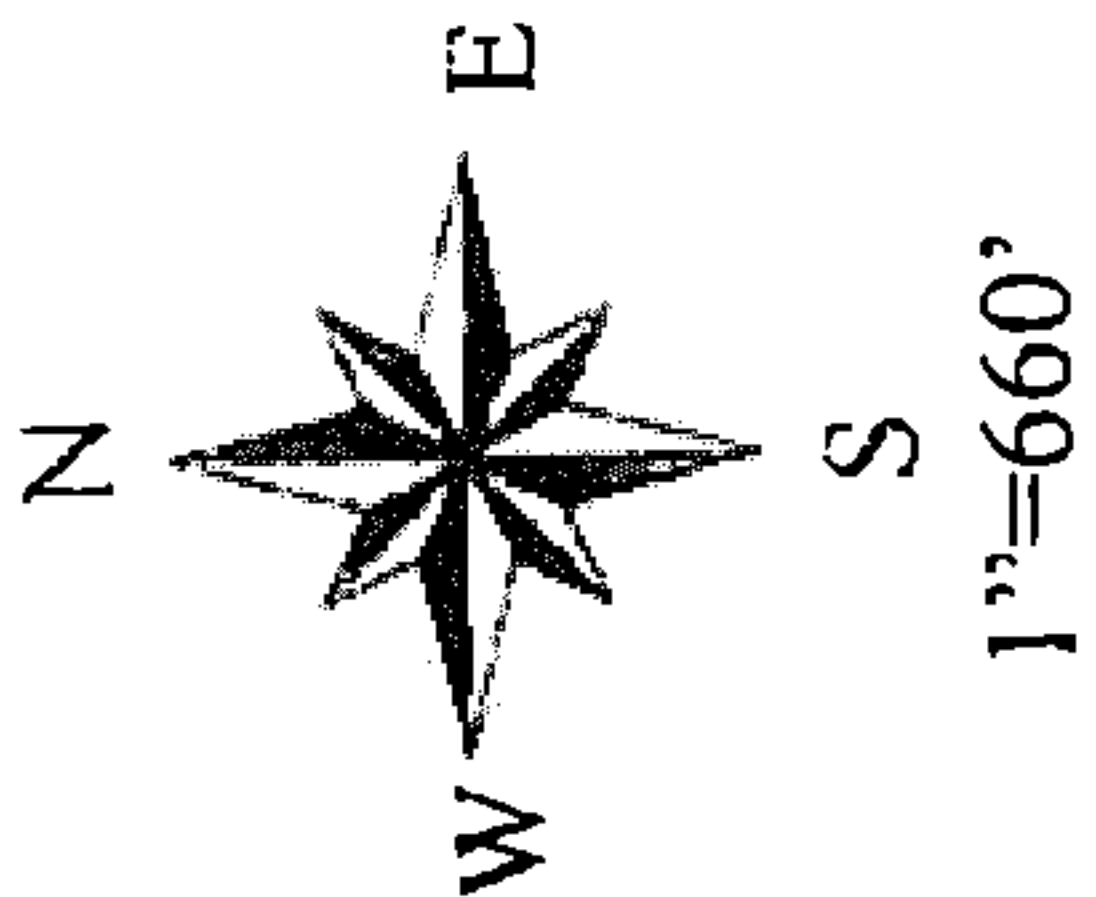
(NOTARIAL SEAL/STAMP)



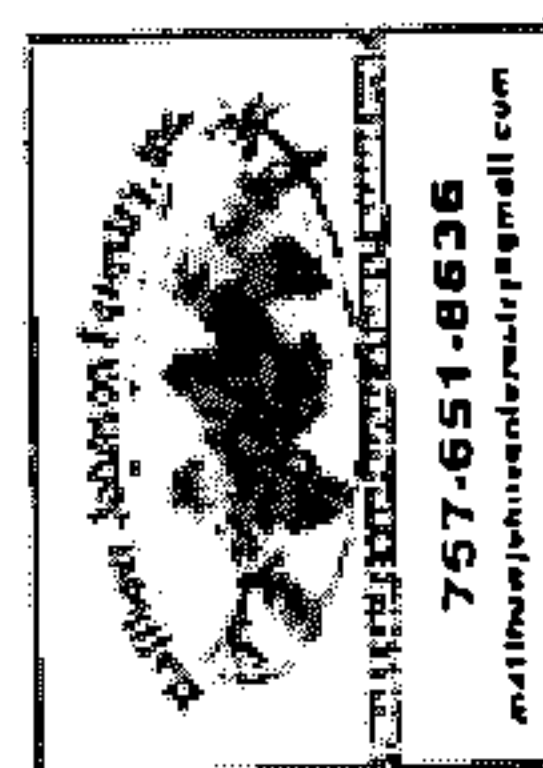
# Yeargan Tract-Hertford Co., NC

Timber Sale Map  
173 Acres Timber

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



Timber Sale Area-173 Acres  
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9/17/24