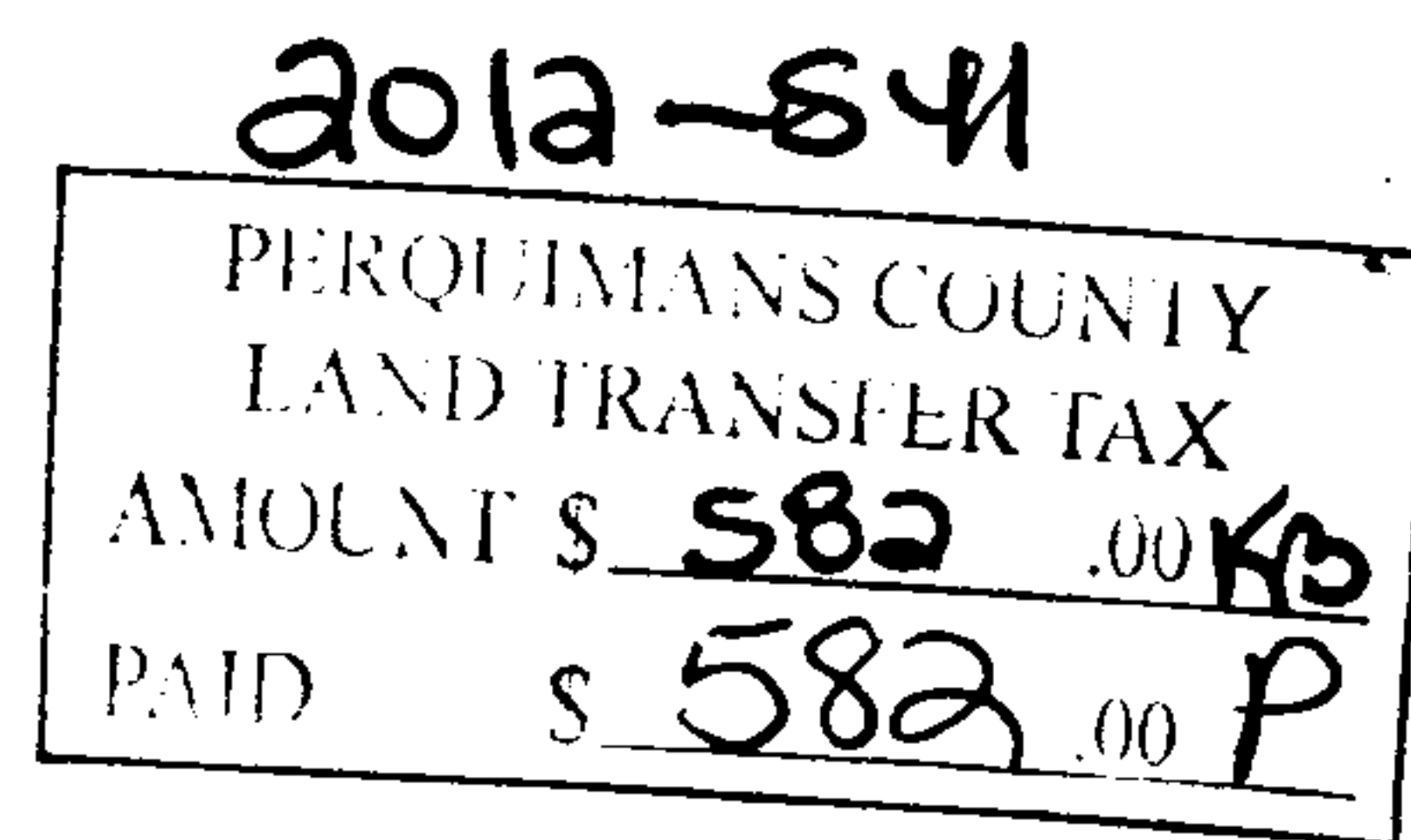
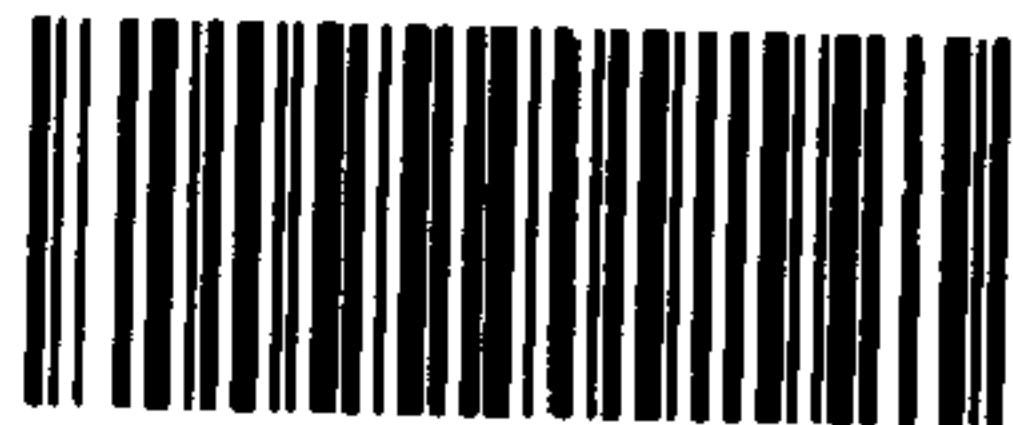


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DEBORAH S. REED, PERQUIMANS COUNTY, NC
Excise Tax: \$117.00

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NORTH CAROLINA

COUNTY OF PERQUIMANS

THIS TIMBER DEED, made this the 4th day of December, 2012, between **JAMES LEWIS ROBBINS, JR. and SHARON S. ROBBINS, Trustees, of The James and Sharon Robbins Family Trust u/a dated October 5, 2001, Grantors, and SWAIN AND TEMPLE, INC., a North Carolina Corporation, Grantee**, whose address is 149 Lilly Road, South Mills, North Carolina 27976.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Grantors have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the Grantee, it successors and assigns, all merchantable timber, lying or standing upon that certain tract of land situated in the New Hope Township, Perquimans County, State of North Carolina, more particularly described as follows:

The timber growing within the shaded or hash marked area shown on a map or sketch entitled "Robbins Family Trust, Perquimans County, N.C., New Hope Township, Sketched Timber Sale Map", a copy of the same is attached hereto marked Exhibit "A".

This Timber Deed is made in accordance with the following terms and conditions:

1. All timber to be cut shall be cut and removed from the property herein described within two (2) years from date of this deed.
2. All timber on the tract is to be sold commercial clear cut. The tract is to be left as clean as possible to allow for reforestation.
3. No tops or branches are to be left in the field or blocking any drainage ditches. No tops or branches are to be left in areas adjoining the sale parcel. Grantee will be responsible for any damage or clean up of the adjoining property.
4. Access to the tract is directly off SR 1317 (Camp Perry Road). The Grantee is granted access to the sale parcel over and across a thirty foot wide access easement along the Northeast boundary of the tract owned by the Grantors as shown on attached Exhibit A.

- Grantee can use access even if crops are growing thereon at no expense to Grantee.
- 5. The Grantee shall be responsible to leave the access in as good a shape as when work started, including the removal of wood from limbs or logging mats. The Grantee is responsible for all North Carolina Department of Transportation rules pertaining to road shoulders, permits and dirt or debris on the highway and removing debris from the Department of Transportation ditch associated with the tract.
- 6. No trash is to be left on the tract at the completion of the logging operation and Grantee is responsible for trash clean up during logging activities.
- 7. Grantee agrees to abide by Best Management Practices (BMP) guidelines concerning drainage and water quality as outlined in the Forestry Best Management Practice Manual (Published by the North Carolina Forest Service). The Grantee also assumes all responsibility and liability under existing laws and conditions pertinent to the general statutes of the State of North Carolina.
- 8. The Grantee will not be permitted to conduct direct firewood sales to the general public from the Tract. Firewood removed from the site and sold elsewhere is permitted.
- 9. At completion of the harvesting operation, the Grantee will release the timber deed. The Grantee will contact Albemarle Land & Timber Services, Inc. a minimum of 24 hours prior to the commencement of logging.
- 10. The Grantee by acceptance of this deed agrees to hold harmless the owners and agents including Albemarle Land & Timber Services, Inc. for any and all claims resulting from any kind of accidents or occurrences resulting from the process or act of harvesting the timber. The Buyer agrees to indemnify and hold harmless the owner and agents including Albemarle Land & Timber Services, Inc. from any accidents or claims inclusive of but not limited to incidents from any hunters or any trespassers while on this property.
- 11. All decking, skidding, and loading is to be done within the Designated Timber Sale Area.
- 12. The Grantee will be responsible for maintaining a trash barrel to keep trash off the tracts during logging operations and removing any remaining trash and debris created by the Grantee from the tract at the completion of logging.
- 13. The Grantee shall be responsible for all permits and permit fees required by the State of North Carolina to move onto and harvest the timber from this tract.

TO HAVE AND TO HOLD the aforesaid timber and the rights, ways, privileges and easements hereinabove described, together with all rights, privileges and appurtenances thereto belonging or thereunto appertaining, to said Grantee, its successors or assigns, to its only use and behoof.


The Grantor covenants that it is seized of said property and timber rights in fee simple and has the right to convey and grant the same to the Grantee; that it has done no act to encumber the same and the same are free from all encumbrances; that the Grantee shall have quiet possession of the same, free from all encumbrances or interference whatsoever; and that the Grantor will execute such further assurances of the same as may be requisite.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hand and seal, the day and year first above written.

The James and Sharon Robbins Family Trust u/a
dated October 5, 2001

 (SEAL)

By: James Lewis Robbins, Jr. Trustee

 (SEAL)

By: Sharon S. Robbins, Trustee

STATE OF Arizona, COUNTY/CITY OF Maricopa

I, a Notary Public of the County and State aforesaid, certify JAMES LEWIS ROBBINS, JR. and SHARON S. ROBBINS, Trustees of The James and Sharon Robbins Family Trust u/a dated October 5, 2001 personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 15 day of December, 2012.


Notary Public

My Commission Expires:

(SEAL)

1/25/15

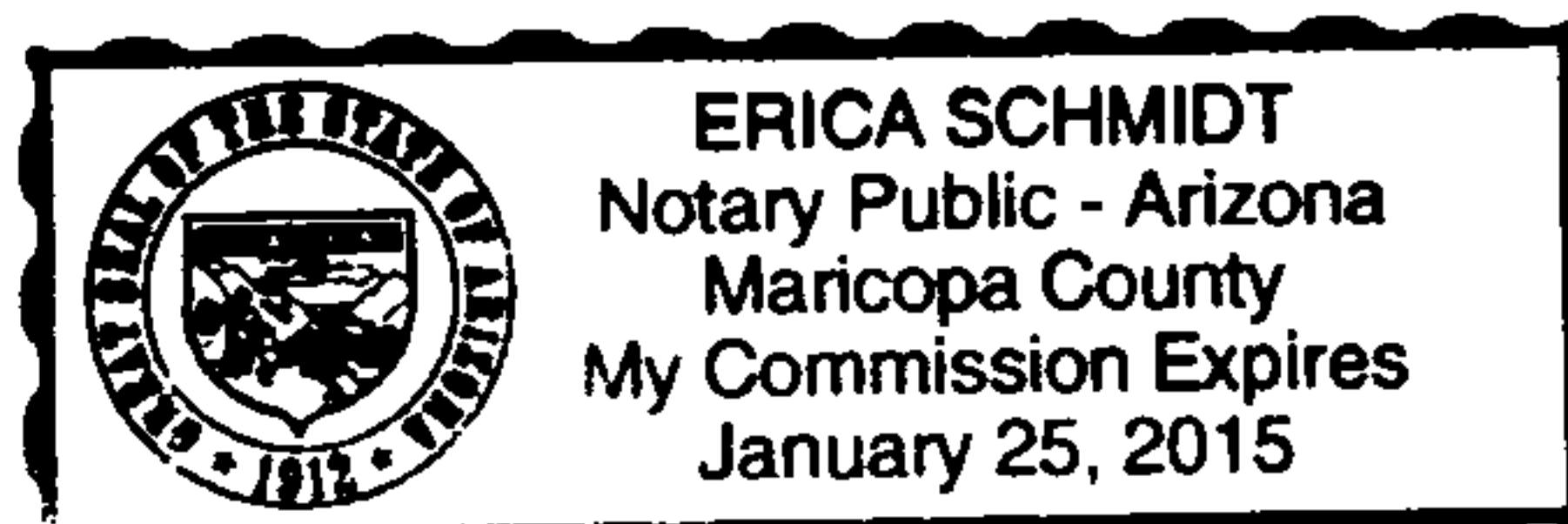


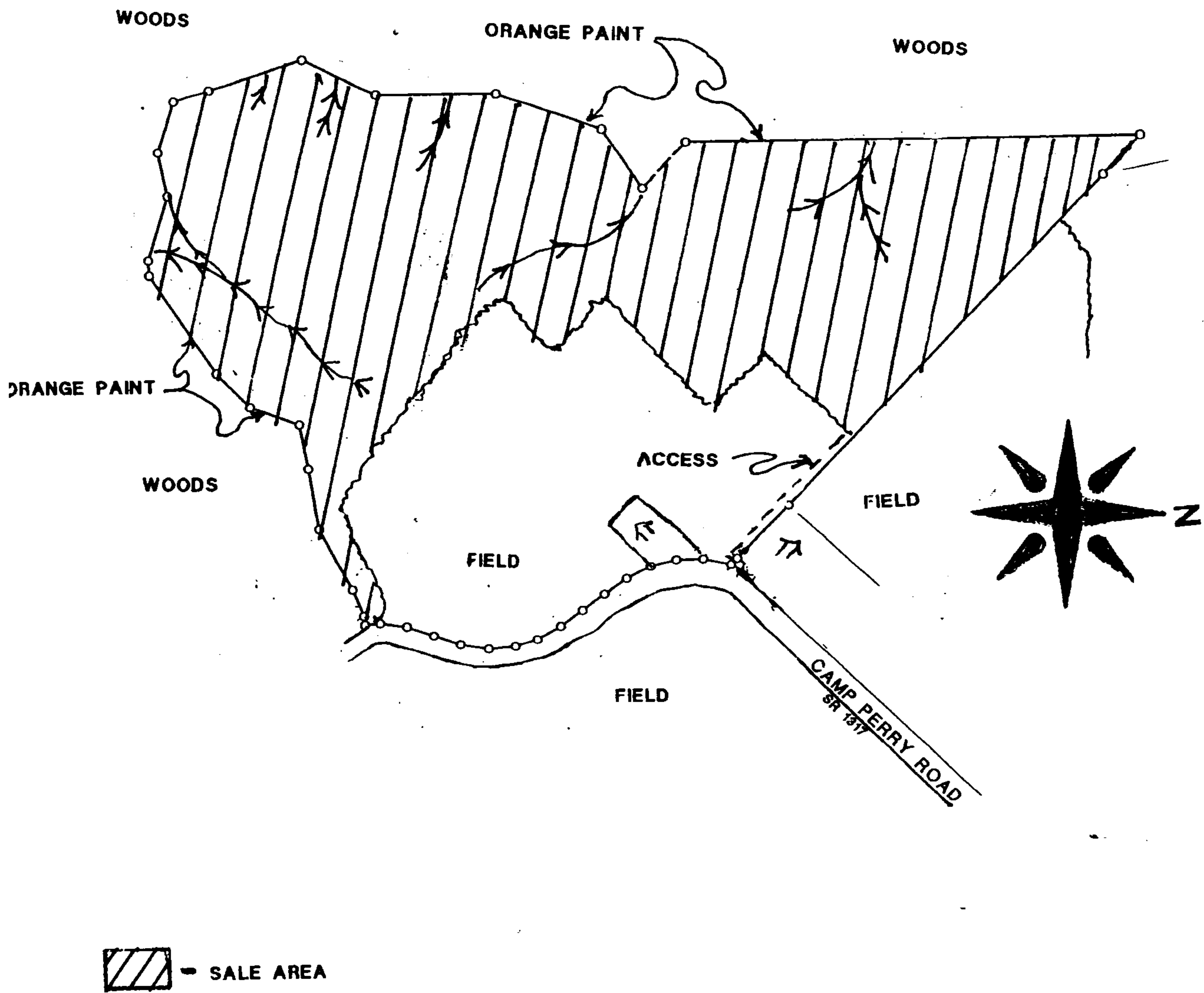
EXHIBIT A

ROBBINS FAMILY TRUST

PERQUIMANS COUNTY, N.C.

NEW HOPE TOWNSHIP

SKETCHED TIMBER SALE MAP



"This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations."