Summary of Supporting Deeds

	Deed/Plat/Document	Grantor	Grantee	Description
1	DB 1960 PG 120	Wells Fargo Bank	Ginguite, LLC	Current deed to the parcel. Includes deeded rights to 18,000 gpd of wastewater treatment capacity.
2	DB 1853 PG 108	Christopher Lawrence Seawell	Wells Fargo Bank	Previous deed which transferred "all estates, rights, tenements, hereditaments, privaledges, rents, issues, profits, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the land, whether public or private; and all water and mineral rightshereinafter referred to collectively as the "Property"
3	DB 1642 PG 369	Boddie Noell Enterprises, Inc	Duck Shores, LLC	Withdraws and dedicates recreational easements. "Boddie Noell Enterprises, Inc. reserved the right unto itself or its successors or assigns to define the exact location of said non-exclusive easement" Deed appears to define the exact location of the recreational easement.
4	Plat Cabinet F, Slide 28	n/a	n/a	Exhibit to demonstrate existing access easements and easements for the benefit of the Ginguite Woods Water Reclaimation Association, Inc.
5	Restrictive Covenants for WWTP	n/a	n/a	Restrictive covenants dictate current allocations of wastwater. The WWTP is permitted for 32,500 gpd with approx 6,000 gpd tributary and 2,000 gpd allocated to "Michael Nash". The remaining flow up to 24,424 gpd is either already allocated to the subject property or is available for allocation.
6	DB 1463 PG 396	n/a	n/a	Tri-party agreement for declaration of easement associated with wastewater treatment plant facilities.

B: 1960 P: 120
06/06/2014 12:50 PM
Doc Code: DEED
NCExcise Tax pd: \$1070.06
Vanzolla McMurran-Smith, Register of Deeds Dare CO, NC

6344627 B: 1960 P: 120 Page 1 of 4 6/6/14 12:50 PM

DARE
COUNTY
TRANSFER TAX

\$5,350.0

DARE COUNTY TAX
COLLECTOR
NOV 1788-14 / \$ 5350

Tax Collector Collifortion That No Delimpest Taxes

Are Due. Date 6/6/4 By My Conflorion

expires Jan. 6th of the year following certification date.

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax	\$1, Q7 Q.00	Recording Time, Book and	Pa
Tax Lot No ·		Parcel Identifier No	98

Mail after recording to: Michael C. Casey, Casey & Robbins, PLLC, Post Office Box 28, Nags Head, NC 27595
This instrument was prepared by: Brian P. Evans, K&L Gates LLP, Hearst Tower, 214 N. Tryon Street, 47th Floor,

Charlotte, NC 28202

Brief description for the Index:

6195 N. Croatan HWY

THIS DEED made this 5th O day of June 3014, by and between:

GRANTOR

WELLS FARGO BANK, N.A., successor by merger to Wachovia Bank, National Association, a national banking association whose mailing address is:

301 S. Tryon St., M-10D1129-100

Charlotte, NC 28282

GRANTEE

GINGUITE, LLC,

a North Carolina limited liability company whose mailing address is:

P.O. Box 90

Kill Devil Hills, NC 27948

Enter in appropriate block for each party; name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee, as used herein, shall include sathbarties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Dare County, North Carolina, being more particularly described on **Exhibit A** (the "Property") attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book 1853, Page 108, Dare County Register of Deeds (the "Registry").

No portion of the Property herein conveyed includes the primary residence (G) Grantor.

CH-3219589 v2

TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And Grantor covenants with Grantee, that Grantor has done nothing to title to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the Permitted Exceptions (as hereinafter defined). Title to the Property is subject to the matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions"). IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name and delivered as of the date indicated on the first page of this Deed. **GRANTOR:** WELS FARGO BANK, N.A., successor by merger to Wachovia Bank, National Association, a national banking association Name: Ellen M. Sargent Title: Bank Officer STATE OF TEXAS COUNTY OF DALLAS I certify that the following person person person person before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Bank Officer My Commission Expires: 11-30-15 [Affix Notary Stamp or Seal] Melva Eastwood Dutt

Melva Eastwood Dutt
Notary Public, State of Texas
My Commission Expires
November 30, 2015

JOCK TOLD

6344627 B: 1960 P: 120 Page 3 of 4 6/6/14 12:50 PM

Exhibit A

Description of Property

wing and being in Dare County, North Carolina, and being more particularly described as follows:

BEGINNING at a set iron rod situated in the Northern margin of the 180 foot right-of-way of U.S. Highway 158, said iron rod marking the Southwest corner of that Property conveyed by Boddie-Noell Enterprises, Inc. to Ginguite Woods Water Reclamation Association, Inc., said Deed being recorded in Book 1463 at Page 395 of the Public Registry of Dare County, North Carolina; thence proceeding from the point and place of beginning along the Northern margin of the 180 foot right-of-way of U.S. Highway 158 South 70 deg. 20 min. 38 sec. West 879.76 feet to a calculated point located on the East bank of Ginguite Creek; thence cornering and following the Eastern margin of Ginguite Creek the following courses and distances; North 11 deg. 43 min. 25 sec. West 47.64 feet; North 13 deg. 52 min. 16-sec. West 58.57 feet; North 14 deg. 25 min. 32 sec. West 40.52 feet; North 16 deg. 27 min. 53 sec. East 20.59 feet; Worth 15 deg. 20 min. 08 sec. West 22.51 feet; North 48 deg. 25 min. 47 sec. East 22.72 feet; North 28 deg. 14 min. 52 sec. West 5.50 feet; South 74 deg. 51 min. 18 sec. West 31.52 feet; North 12 deg. 12 min. 45 sec. West 28.07 fee North 17 deg. 09 min. 03 sec. West 118.42 feet and North 10 deg. 24 min. 40 sec. West 74.29 feet to a calculated point; thence cornering and proceeding North 66 deg. 56 min. 17 sec. East 350 feet to a calculated point; thence Worth 81 deg. 56 min. 17 sec. East 130 feet to a point situated and marking the Southwest corner of Lot 45 Southern Shores, Bock 129, Section C as more particularly described on that map filed in Plat Cabinet C at Slide 33D & SE in the Public Registry of Dare County, North Carolina ("Lot 45"); thence cornering South 53 deg. 03 min. 43 sec. East along the Southern line of Lot 45 a distance of 74.85 feet to the Northern boundary of a Lagoon; then continuing South 53 deg. 03 min. 43 sec. East along the Southern boundary of Lot 45 into the Lagoon, a distance of 32.03 feet to a point marking the Southeast corner of Lot 45; thence cornering North 70 deg. 03 min. 30 sec. East along the Southern boundary of Lot 44 and a portion of Lot 43 of Southern Shores Block 129 Section C, a distance of 241.97 feet to a point, said point being located in the Western boundary of that Property owned by Duck Shores, LKC; thence proceeding along the Western boundary of the Duck Shores, LLC Property South 04 deg. 44 min. 37 sec. East 96.42 feet to a point; thence cornering South 70 deg. 03 min. 30 sec. West 60.92 feet to a point; thence cornering South 19 deg. 44 min. 37 sec. East 143.93 feet to a point; thence proceeding along the Southern boundary of the Duck Shores, LLC Property, South 79 deg. 31 min. 15 sec. East 63.93 feet to a point; thence continuing along the Duck Shores, LLC Property North 70 deg. 20 min. 38 sec. East 92.76 feet to a point; thence cornering South 19 deg. 44 min. 37 sec. East 57.90 feet to the point and place of beginning. For a more particular description of the Property described herein reference is made to that map or plat entitled "Boundary Survey for Kitty Hawk Land Company Commercial Parcel on U. S. 158 at Ginguite Creck -Atlantic Township - Dare County - North Carolina prepared by William T. Robbins, Professional Land Surveyor;

Together with, to the extent that Grantor has the legal right to transfer same, without representation or warranty, Grantor's right (if any) to up to eighteen thousand (18,000) gallons per day wastewater treatment capacity to be supplied by Ginguite Woods Water Reclamation Association, Inc. as provided by that Amended Agreement of February 14, 2001 by and between Southern Coastal Associates of Dare, Inc., Bodie-Noell Enterprises, Inc. and Ginguite Woods Water Reclamation Association, Inc.

CHOKKICION C

CH-3219589 v2

Exhibit B

Permitted Exceptions

The lien of the ad valorem property taxes for the year 2014, not yet due and payable;

Zoning and building ordinances and land use regulations applicable to the Property;

Any liens or encumbrances of record which do not materially adversely affect title to the Property, the value of the Property or Grantee's contemplated use of the Property; and

4. Such state of facts as are shown on any survey or as would be disclosed by an accurate survey of the Property.

Unofficial Document

CHOKKICIA

Tax Collector Certification That No Delinquent Taxes

Are Due. Date 12 20 11 By ______ Certification
expires Jan. 6th of the year following certification date.

DARE COUNTY TAX COLLECTUR

NO. 4688-10 DARE COUNTY, NC

PIN No. 986606490471 Q2319-064

Excise Tax: \$3,420.00

TRUSTEE'S DEED

THIS TRUSTEE'S DEED (this "Deed") is made this Lay of December, 2010, by CHRISTOPHER LAWRENCE SEAWELL ("Grantor"), whose mailing address is P.O. Box 339, Manteo, NC 27954, Substitute Trustee under the Deed of Trust recorded in Book 1716, Page 99 of the Dare County Public Registry (as modified, the "Deed of Trust"), in favor of WELLS FARGO BANK, N.A., successor by merger to Wachovia Bank, National Association ("Grantee"), whose mailing address is 301 South College St., Charlotte, NC 28288.

WITNESSETH:

THAT, WHEREAS, pursuant to that certain Order Allowing Foreclosure of Deed of Trust (the "Order"), dated October 23, 2009, and filed in that certain foreclosure proceeding captioned "In the Matter of the Foreclosure of the Deed of Trust of Northern Outer Banks Associates, LLC, to Christopher Lawrence Seawell, Substitute Trustee, for Wells Fargo Bank, N.A., successor by merger to Waehovia Bank, National Association ("Wells Fargo"), Beneficiary, as recorded in Book 1716 at Page 99 of the Dare County Public Registry, and being Special Proceeding No. 09 SP 801 in the Office of the Clerk of Superior Court of Dare County, North Carolina" (the "Foreclosure Proceeding"), Grantor offered the Property (as hereinafter defined) for sale at public auction on November 30, 2010, in accordance with the terms, conditions and provisions of that certain Amended Notice of Sale dated November 9, 2010 and filed in the Foreclosure Proceeding. Wells Fargo was the high bidder at the foreclosure sale. The sale remained open for 10 days, and no upset bids were filed.

NOW THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is

Drawn By and After Recordation Return to: Margaret R. Westbrook P.O. Box 17047 Raleigh, NC 27619-7047

8286714 B: 1853 P: 108 Page 1 of 4 12/30/10 12:20 PM

hereby acknowledged, and pursuant to the Order, and the laws of the State of North Carolina, Grantor hereby bargains, sells, grants and conveys unto Grantee, its successors and assigns, all those certain lots or parcels of land, lying and being in Dare County, North Carolina and being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference (the "Land"); all buildings and improvements now or hereafter erected on the Land; all fixtures attached to the Land or any buildings or improvements situated thereon; and all estates, rights, tenements, hereditaments, privileges, rents, issues, profits, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights (the Land and such fixtures, buildings, improvements, estates, rights, tenements, hereditaments, privileges, reats, issues, profits, easements and appurtenances, means of access, and water and mineral rights are hereinafter referred to collectively as the "Property").

No portion of the Property herein conveyed serves as the primary residence of the Grantor.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever, in as full and ample manner as Grantor in his capacity as trustee is authorized and empowered to convey the same.

The Property is conveyed subject to all ad valorem taxes and special assessments, and any liens, restrictions, rights-of-way, easements and other matters of record which are prior and superior to the lien of the Deed of Trust which is the subject of the Foreclosure Proceeding.

[Signature appears on the following page]



IN WITNESS WHEREOF, Grantor, as trustee under the Deed of Trust, has caused this instrument to be signed the day and year first above written.

SUBSTITUTE PRUSTEE: STATE OF NORTH CAROLINA **COUNTY OF DARE** I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Christopher Lawrence Seawell. Name of principal(s) Date: 12/28/2010 Official Signature of Notary Public CAROL A. Haywood Notary printed or typed name **Notary Public** My commission expires: 08/31/2011 [OFFICIAL SEAL] 6286714 B: 1853 P: 108 Page 3 of 4 12/30/10 12:20 PM Drawn By and After Recordation Return to:

Margaret R. Westbrook P.O. Box 17047 Raleigh, NC 27619-7047

6286714 B: 1853 P: 108 Page 4 of 4 12/30/10 12:20 PM

Exhibit A

BEGINNING at a set iron rod situated in the Northern margin of the 180 foot right-of-way of U.S. Highway 158, said iron rod marking the Southwest corner of that Property conveyed by Boddie-Noell Enterprises, Inc. to Ginguite Woods Water Reclamation Association, Inc., said Deed being recorded in Book 1463 at Page 395 of the Public Registry of Dare County, North Carolina; thence proceeding from the point and place of beginning along the Northern margin of the 180 foot right-of-way of U.S. Highway 158 South 70 deg. 20 min. 38 sec. West 879.76 feet to a calculated point located on the East bank of Ginguite Creek; thence cornering and following the Eastern margin of Ginguite Creek the following courses and distances; North 11 deg. 43 min. 25 sec. West 47.64 feet; North 13 deg. 52 min. 16 sec. West 58.57 feet; North 14 deg. 25 min. 32 sec. West 40.52 feet; North 16 deg. 27 min. 53 sec. East 20.59 feet; North/15 deg. 20 min. 08 sec. West 22.51 feet; North 48 deg. 25 min. 47 sec. East 22.72 feet; North 28 deg. 14 min. 52 sec. West 5.50 feet; South 74 deg. 51 min. 18 sec. West \$1.52 feet; North 12 deg. 12 min. 45 sec. West 28.07 feet; North 17 deg. 09 min. 03 sec. West 118.42 feet and North 10 deg. 24 min. 40 sec. West 74.29 feet to a calculated point; thence cornering and proceeding North 66 deg. 56 min. 17 sec. East 350 feet to a calculated point; thence North 81 deg. 56 min. 17 sec. East 130 feet to a point situated and marking the Southwest corner of Lot 45 Southern Shores, Block 129, Section C as more particularly described on that map filed in Plat Cabinet C at Slide 33D & 33E in the Public Registry of Dare County, North Caroling ("Lot 45"); thence cornering South 53 deg. 03 min. 43 sec. East along the Southern line of Lot 45 a distance of 74.85 feet to the Northern boundary of a Lagoon; then continuing South 53 deg. 03 min. 43 sec. East along the Southern boundary of Lot 45 into the Lagoon, a distance of 32.03 feet to a point marking the Southeast corner of Lot 45; thence cornering North 70 deg. 03 min. 30 sec. East along the Southern boundary of Lot 44 and a portion of Lot 43 of Southern Shores Block 129 Section C, a distance of 241.97 feet to a point, said point being located in the Western boundary of that Property owned by Duck Shores, LLC; thence proceeding along the Western boundary of the Duck Shores, LLC Property South 04 deg. 44 min. 37 sec. East 96.42 feet to a point; thence cornering South 70 deg. 03 min 30 sec. West 60.92 feet a point; thence cornering South 19 deg. 44 min. 37 sec. East 143.93 feet to a point; thence proceeding along the Southern boundary of the Duck Shores, LLC Property, South 79 deg. 31 min. 15 sec. East 63.93 feet to a point; thence continuing along the Duck Shores, LLC Property North 70 deg. 20 min. 38 sec. East 92.76 feet to a point; thence cornering South 19 deg. 44 min. 37 sec. East 57.90 feet to the point and place of beginning. For a more particular description of the Property described herein reference is made to that map or plat entitled "Boundary Survey for Kitty Hawk Land Company Commercial Parcel on U.S. 158 at Ginguite Creek - Atlantic Township - Dare County - North Carolina" prepared by William T. Robbins, Professional Land Surveyor;

Together with there is conveyed Grantor's right to up to eighteen thousand (18,000) gallons per day wastewater treatment capacity to be supplied by Ginguite Woods Water Reclamation Association, Inc. as provided by that Amended Agreement of February 14, 2001 by and between Southern Coastal Associates of Dare, Inc., Boddie-Noell Enterprises, Inc. and Ginguite Woods Water Reclamation Association, Inc.

STATE 0F CAROLINA COUNTY OF

Filed Book: 1542 Page: 369 07/26/2005 02:31PM

Doc Id: 6174813 Receipt #: 145855

DARE CQ, NC BARBARA M GRAY, REGISTER OF DEEDS

Filed Book: 1636 Page: 495 06/20/2005 03:02PM Doc Code: WITH BARBARA M GRAY, REGISTER OF DEEDS

Prepared by and return to: Thomas P. Nash, IV 200 N. Water St. #2A Elizabeth City, NC 27909

WITHDRAWAL AND DEDICATION OF EASEMENTS

THIS WITHDRAWALLAND DEDICATION OF EASEMENTS, made and entered into this 135 day of June, 2005 by and between THE NORTHERN OUTER BANKS (ABSOCIATES, LLC, a North Carolina limited liability company, (hereinafter "NOBA"), P.O. Box 1374, Kitty Hawk, North Carolina 27049, DUCK SHORES, L.L.C., a North Carolina limited liability company, (hereinafter "Duck Shores"), 7030 Utica Street, Spring Reld, VA 22150 and SOUTHERN SHORES LANDING PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter "POA"), 43 Fox Wood Circle, Southern Shores, NC 27949;

WITNESSETH:

WHEREAS, Boddie Noell Enterprises, Inc. conveyed to Duck Shores, LLC to be used in common With Boddie Noell Enterprises, Inc. and their successors in interest a certain non-exclusive easement for ingress, egress and regress to and use of a Joint Use Fitness Center, which non-exclusive easement is set out in Deed from Boddie Noell Enterprises, Inc to Duck Shores, LLC recorded in Book 1463, Page 399, Dare County Registry, reference to which Deed is made for a more particular description of said non-exclusive easement; and

WHEREAS, in said Deed, Boddie Noell Enterprises, Inc. reserved the right unto itself or its successors or assigns to define the exact location of said non-exclusive \easement at a



date subsequent to the completion of the construction of the Joint Use Fitness Center; and

WHEREAS, by Deed dated July 21, 2003 recorded in Book 1509, Rage 264, Dare County Registry, Boddie Noell Enterprises, Inc. Conveyed to The Northern Outer Banks Associates, LLC certain property which included the servient estate over which the easement for access, Recreation and Joint Use Fitness Center would be situated; and

WHEREAS, the Restrictive Covenants for Southern Shores Landing recorded in Deed Book 1463, Page 397, Dare County Registry make reference to the use of recreation facilities and recreation easement area for the owners at Southern Shores Landing P. W.D. and there are certain plats recorded and unrecorded which reference a "Recreational Easement" and "Joint-Use Fir Center", which plats include but are not limited to those plats recorded in UOF 5, Page 402, PCE, Slides 710-713, PCE, Slides 793-794, PCF, Slides 28-29, PCF, Slides 69-70, PCF, Slides 72-73, PCF Slides 79-80, PCF Slides 98-99, PCF Slides 107-108, PCF, Slides 122-123, PCF, Slides 178-179, PCF, Slides 239-240, PCF, Slides 286-287, PCF, Slides 292-293, PCF, Slides 333-33, PCF, Slides 370-371, PCF, Slides 393-394, PCF, Slides 413-414 Dare County Registry; and

WHEREAS, in an effort to properly identify and define the exact location of the recreational easement, NOBA executed a Deed of Easement to Duck Shores for utilization by the owners of Southern Shores Landing P.V.D., which Deed of Easement is recorded in Book 1620, Page 274, Dare County Registry; and

WHEREAS, the parties hereto have agreed to certain changes in the easement described in Book 1620, Page 274 and wish to establish hereby the metes and bounds and uses of said easement and to withdraw and declare null and void any and all prior Recreational and Joint-Use Fit Center easements purportedly granted whether granted by deed or as reflected on any recorded and unrecorded plats, including but not limited the Deed of Easement in Book 1620, Page 274 and the aforementioned recorded plats.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Any and all prior easements pursuant to any written or verbal agreements, deeds or plats including any reference in



those Restrictive Covenants recorded in Book 1463, Page 397, Dare County Registry, for a joint use fit center or recreational easement heretofore conveyed to Duck Shores or POA or implied by plat(s) recorded or unrecorded are hereby withdrawn and Rerminated and Duck Shores, L.L.C. and Southern Shores Property Owners' Associaton on behalf of themselves and the owners of Southern Shores Landing, P.U.D. do hereby quitclaim and convey to The Northern Outer Banks Associates, LLC, its successors and assegns any and all right, title and interest in and to any such recreational or joint-use fit center easements located on property described in Deed Book 1509, Page 264, Dare County Registry including, but not limited to, those non-exclusive easement(9) and rights contained in Deed of Easement recorded in Book 1620, Page 274, Dare County Registry and any and all such easements for recreational or joint-use fit center as reflected on plats recorded in UOF 5, Page 402, PCE, Slides 710-713, PCE, Slides 793-794, PCF, Slides 28-29, PCF, Slides 69-70, PCF, Slides 72-73, PCF, Slides 79-80, PCF, Slides 98-99, PCF, Slides 107-108, PCF, Slides 122-123, PCF, Slides 178-179, PCF, Slides 239-240, PCF, Slides 286-287, PCF, Slides 292-293, PCF, Slides 333-33, PCF, Slides 370-371, PCF, Slides 393-394, PCF, Slides 413-414 Dare Count Registry or unrecorded.

2. The Northern Outer Banks Associates, LLC and Duck Shores, L.L.C. do hereby grant, bargain, sell and convey unto the Southern Shores Landing Property Owners' Association, Inc. as grantee, a non-exclusive and in common with The Northern Outer Banks Associates, ILC and its successors or assigns, easement for ingress, egress and regress to and use of that facility constructed on NOBA's property known as the Joint Use Fitness Center and, that area known or designated as Kayak Storage-Picnic Area and Ingress/Egress Easement for owners of Southern Shores Landing P.U.D., which non-exclusive easement is more particularly described by mates and bounds as follows:

See Exhibit A attached hereto and made a part hereof.

3. The non-exclusive easement herein granted to the POA is for the pedestrian use to and from the Southern Shores Landing P.U.D. and the Joint Use Fitness Center and Kayak Storage—Picnic Area and the use of said center and area shall be used in common with NOBA, its successors and/or assigns and the owners in Southern Shores Landing P.U.D. This easement shall also allow the placing of a non-permanent, regular-sized picnic table and a six-foot wide kayak rack within the portion of said easement labeled "Kayak Storage—Picnic Area Easement" and the launching of kayaks into Ginguite Creek Basin.

4. The non-exclusive easement herein granted is appurtenant to and runs with the title to the lands conveyed from Boddie Noell Enterprises, Inc. to Duck Shores, LLC by deed recorded in Book 1463, Page 399, Dare County Registry and shall hence forth serve as the recreation facilities referred to in Restrictive Covenants recorded in Book 1463, Page 397, Dare County Registry.

IN WITNESS WHEREOF, the parties hereto have caused this Withdrawal and Dedication of Easements to be executed by their duly authorized officers or members as of the day and year first above withten.

NORTHERN QUIER BANKS ASSOCIATES, LLC

By: (SEAL)
Neal Blinken, Managing Member

By: SEAL)
Bruce Pollak, Managing Member

SOUTHERN SHORES LANDING PROPERTY

OWNERS' ASSOCIATION, INC.

John Dexter, President (SEAL)

DUCK SEQRES, L.L.C.

By: (SEAL)

Kerry Wornadore, Managing Member

STATE OF COUNTY OF Dec

I, En Locatt, a Notary Public for the said County and State, do hereby certify that Neal Blinken, Managing Member of The Northern Outer Banks Associates, LLC, a limited liability

company, personally appeared before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company. Witness my hand and official seal, this the O MX Commission expires: Notary Public STATE OF() COUNTY OF a Notary Public for the said County and State, do hereby certify that Bruce Pollak, Managing Member of The Northern Outer Banks Associates, LLC, a limited liability company, personally appeared before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company. Witness my hand and Official seal, this the day of My commission expires: Notary Public STATE OF COUNTY OF Dare I, <u>Frin L. Weswith</u>, a Notary Public of the County and State aforesaid, certify that John Dexter personally came before me this day and acknowledged that how is President of Southern Shores Landing Property Owners' Association, Inc. a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this \ \ day of 3005. Commission Expires: Notary Public

数 マタウ

4. The non-exclusive easement herein granted is appurtenant to and runs with the title to the lands conveyed from Boddie Noell Enterprises, Inc. to Duck Shores, LLC by deed xecorded in Book 1463, Page 399, Dare County Registry and shall bence forth serve as the recreation facilities referred to in Restrictive Covenants recorded in Book 1463, Page 397, Dare County Registry.

IN WITNESS WHEREOF, the parties hereto have caused this Withdrawal and Dedication of Easements to be executed by their duly authorized officers or members as of the day and year first above written.

HORTHERN OUTER HANKS ASSOCIATES, LLC

By: SEAL)

Neal Minken, Menaging Member

By: (SEAL)

SOUTHERN SHORES LANDING PROPERTY

OWNERS' ASSOCIATION INC.

By: (SEAL)

Loan Dexter, President

DUCK SHORES L.L.E.

By: Fan Oute (SEAL)

Kerry Varnadore, Managing Member

STATE OF MC

and State, do hereby certify that Neal Blinken, Managing Member of The Northern Outer Banks Associates, LLC, a limited liability

0

company, personally appeared before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company. Witness my hand and official seal, this the (O 2005. My commission expires: Notary Public COUNTY OF Newport I, Laci B. Langie , a Notary Public for the said County and State, do hereby ertify that Bruce Pollak, Managing Member of The Northern Outer Banks Associates, LLC, a limited liability company, personally appeared before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company. Witness my hand and officia() seal, this the 15 day of June, 2005. My commission expires: Notary Public STATE OF COUNTY OF Dage I, From L. Wescutt, a Notary Public of the County and State aforesaid, certify that John Dexter personally came before me this day and acknowledged that he is President of Southern Shores Landing Property Owners' Association, Inc. a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this () 3 JUNE , 2005. My_Commission Expires: Notary Public

STATE OF VIRGINIA COUNTY OF FOXONY	
A COUNTY OF TOXINA	
In the North , a Notary Public for the said County and State, so hereby certify that Kerry Vornadore, Managing Member of Duck Shores, L.L.C., a limited liability company, personally appeared before me this day and acknowledge the due execution of the foregoing instrument on behalf of the company.	
· · · · · · · · · · · · · · · · · · ·	
Witness my hand and official seal, this the 17th day of 1000, 2005.	
My commission expires: i/31/2008 Notary Public	
$\langle \mathcal{V}_{\downarrow} \rangle$	1
NORTH CAROLINA COUNTY	
The foregoing or annexed certificate(s) of Erin L. Wescot- Lori B. Landie, Bich-Diem Nauyen,	۲,
Notary(ies) Public (
Notary(ies) Public 👀	
are	
certified to be correct. This instrument was presented for	
registration this day and hour and duly recorded in the Office of	
the Register of Deeds of Dare County, North Carolina, in Deed Book	
1 <u>036</u> , Page 495.	
This the 20th day of June, 2005, at 3:02 o'clock P. M.	
Register of Deeds By: 1000. Modgett	
=	
ASSISTANT REGISTER OF DEEDS	
$\langle \mathcal{V} \rangle$	
lacktriangledown	

70 KK.



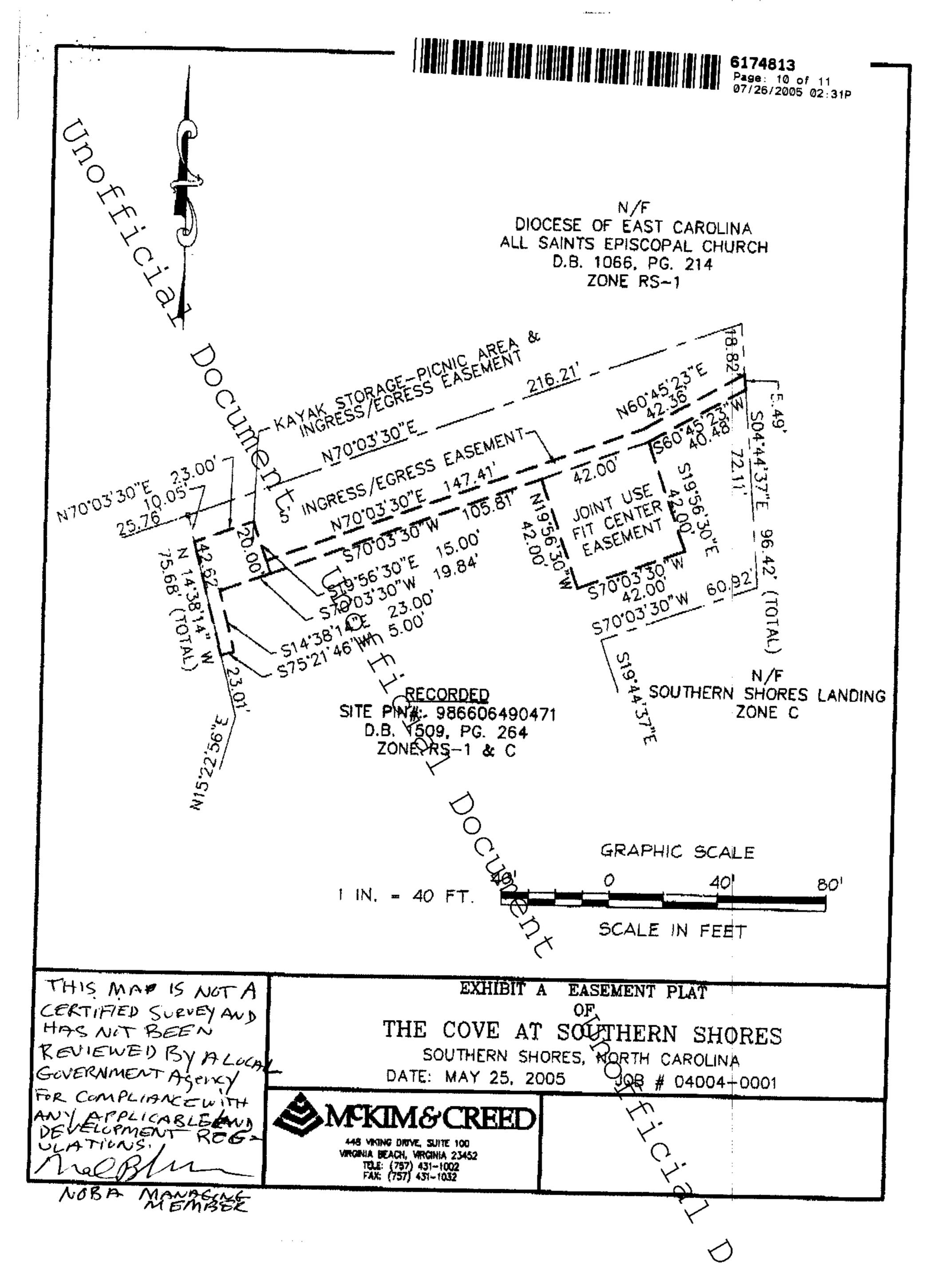
EXHIBIT A

Being that non-exclusive and appurtenant easement located in the Town of Southern Shores, Dare County, North Carolina and more Particularly described by metes and bounds as follows:

BEGINNING at a point in the common property line between Southern Shores Landing P.U.D. and property owned by The Northern Outer Banks Associates, LLC, which point is Pocated South 04° 44' 37" East a distance of 18.82 feet from the northeastern corner of that property conveyed by Boddie Noell Enterprises, Inc. to The Northern Outer Banks Associates, LLC by deed recorded in Book 1509, Page 264, Dara County Registry; from said point of beginning running then se South 04° 44' 37" East 5.49 feet to a point, cornering; running thence South 60° 45' 23" West 40.48 feet to a polynt, cornering; running thence South 19° 56' 30" East 42.00 feet to a point, cornering; running thence South 70° 03' 30" West 42.00 feet to a point, cornering; running thence North 19° 56' 30" West 42.00 feet to a point, cornering; running thence South 70° 03' 30" West 125.65 feet to a point, cornering; running thence South 14° 38' 14" East 23.00 feet to a point, cornering; running thence South 75° 21' 46' West 5.00 feet to a point, cornering; running thence Nothth 14° 38' 14" West work feet to a 197 point, cornering; Anning thence North 70° 03' 30" East 23.00 feet to a point, cornering; running thence South 19° 56' 30" East 15.00 feet to a point, cornering; running thence North 70° 03' \30" East 147.41 feet to a point; running thence North 60°,45' 23" East 42.36 feet to a point, being the POINT AND PLACE OF BEGINNING.

The non-exclusive easement granted herein being more particularly described and delineated as "Joint Use Fit Center Easement", "5' Ingress/Egress Easement" and "Kayak Storage-Picnic Area & Ingress/Egress Easement" as shown on sketch or drawing identified as "Easement Plat of The Cove at Southern Shores" attached hereto and made a past hereof.

CHOKKICHAL



TO THE

6174813 Page: 11 of 11 07/26/2005 02:3

OCHMON

TRIMPI & NASH, LLP

ATTORNEYS AT LAW

200 NORTH WATER STREET, SUITE 2A

ELIZABETH CITY, NC 27909

JOHN G. TRIMPI THOMAS P. NASH, IV

TELEPHONE (252) 338-0104 TELECOPIER (252) 338-0327

July 25, 2005

Honorable Barbara M. Gray Register of Deeds of Dare County Queen Elizabeth Street Manteo, NC 27954

Dear Ms. Gray:

Attached hereto is a Withdrawal and Dedication of Easement which was drafted by me and which was recorded on June 20, 2005 in Deed Book 1636, Page 495, Dare County Registry. I am submitting this Withdrawal and Dedication of Easement for refrecordation due to the fact that a typographical error existed in the legal description contained on Exhibit A and specifically by changing the call "...North 14° 38′ 14" west 75.68 feet..." to "...North 14° 38′ M" West 42.62 feet..." as properly indicated on the plat attached to the description. I have initialed this change in accord with the statute and would ask that you re-

Thanking you for your assistance in this matter, I remain,

Very truly yours

Thomas P. Nas

TPN/seh Attachment

I HEREBY CERTIFY THAT THE PLANNED UNIT DEVELOPMENT (P.U.D.), OR PHASE OF SUCH P.U.D., DEPICTED HEREON HAS BEEN GRANTED FINAL APPROVAL PURSUANT TO THE ORDINANCES OF THE TOWN OF SOUTHERN SHORES SUBJECT TO ITS BEING RECORDED IN THE

> , REVIEW OFFICER OF DARE COUNTY. CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL

DRAWN: CHECKED: JMH/TAS PROJECT NO:

CAD FILE: P268-ASB32.35

NOTES: SOUTHERN SHORES VOL. FIRE DEPARTMENT SOUTHERN SHORES) PROPERTY OWNER: DUCK SHORES, LLC D.B. 587, PG. 363 ZONE RS-1 DB 452, PG, 409 2) GAS AND MINERAL RIGHTS ARE NOT CONVEYED THE LINE TABLE FROM CONTROL CORNER 3) ZONING: C ECM OF UNIT TO CONTROL CORNER A 4) SOURCE: D.B. 142, PG. 253, APRIL 5, 1967. CONTROL CORNER 'A' LINE LENGTH BEARING 5) ADDITIONAL REFERENCES: D.B. 119, PG 35, D.B. 142 N 7175'23" E UNIT 20 144.18 N 09'51'51" W PG. 253, D.B. 29, PG. 15, D.B. 1130, PG, 536, UNIT 21 145.44 N 05702'43" D.B. 1113, PG. 196, D.B. 73, PG. 60, D.B. 827, PG. 83, UNIT 22 195.06 N 23'28'27" D.B. 736, PG. 36, D.B. 736, PG. 64, D.B. 1066, UNIT 23 234.03 N 36'54'42" [PG. 232, D.B. 1066, PG. 214, D.B. 578, PG. 499, UNIT 24 317.84 N 33'59'05" D.B. 917, PG. 407, D.B. 762, PG. 523, D.B. 591, PG. UNIT 29 295.96 N 0715'52" W 124, D.B. 452, PG. 409, D.B. 587, PG. 363, D.B. 576, D.R. 1086, PQ. 214. AREA CLAIMED BY SOUTHERN COASTAL ASSOC. INC. UNIT 33 451.33 N 01'49'11" PG. 209, P.C. 'C', SL. 51-B, P.C. 1, PG. 194, P.C. "C" UNIT 34 489.72 N 08'00'13" F SL 1-E, P.C. 'B' SL. 307-309, D.B. 132, PG 360, UNIT 32 439.35 N 01'06'40" F D.B. 130, PG 633, D.B. 47, PG 379. UNIT 35 500.45 N 12'59'10" E DEED RESTRICTIONS RELEASE FOR D.B. 142, PG. 253 FOUND AT D.B. 978 PG. 221 D.C.R. (8) NORTH ROTATION BASED ON P.C. "C" SL. 51-B. PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" F.I.R.M. ZONE "AE" (EL. 8.0') - DESIGNED BASE FL'OOD ELEVATION = (EL. 10.0'). COMMUNITY-PANEL #: 370430 0002 C DATED: 4/2/93 SUBJECT TO REVISION BY F.E.M.A. 8) PROPERTY MAY BE IN AN AREA OF ENVIRONMENTAL CONCERN. INDIVIDUAL PERMITS MAY BE REQUIRED. 9) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. 10) AREA WITHIN BUILDING FOOTPRINTS TO BE OWNED INDIVIDUALLY DARE COUNTY BOARD OF EDUCATION IN FEE SIMPLE, ALL OTHER AREAS TO BE COMMON AREA. 11) DEVELOPER RESERVES THE RIGHT TO BUILD OR NOT TO BUILD REMAINING PROPOSED STRUCTURES. 12) PARCEL IS SUBJECT TO ANY EASEMENTS OR COVENANTS OF RECORD. 13) WASTEWATER - REFERENCE IS MADE TO NCDENR PERMIT # WQ0017224 GINGUITE WOODS\WATER RECLAMATION ASSOCIATION, INC. DATED NOVEMBER (27, 2000. REFERENCE ALSO PERMIT # WQ0017415 -COLLECTION SYSTEM.> 14) ALL ROADS INTERIOR TO THE SITE ARE PRIVATE ROADS.
15) ALL AREA OTHER THAN THE FOOTPRINTS OF THE BUILDINGS ALL SAINTS EPISCOPAL CHURCH (3) ENSTAND # SHALL BE COMMON AREA. 16) ALL EASEMENTS DENOTED HEREIN ARE FOR PRIVATE USE ONLY. 17) ALL AREAS DESIGNATED AS COMMON ARE ARE SUBJECT TO THAT SPRAY IRRIGATION EASEMENT IN FATOR OF GINGUITE WOODS RECLAMATION ASSOC., INC. 18) ENCROACHMENTS OF THE WASTEWATER TREATMENT PLANT ARE SUBJECT TO AN EASEMENT AGREEMENT BETWEEN BODIE-NOELL ENTERPRISES, INC., SOUTHERN DRAINAGE RETENTION POND EASEMENT COASTAL ASSOCIATES OF DARE COUNTY, INC. AND GINGUITE WOODS RECLAMATION ASSOCIATION, INC. COVERAGE: AREA OF COVERAGE: 46,968.90 S.F. (INCLUDES EXISTING ROADWAYS, DRIVES, AND BUILDINGS) AREA OF SITE: 293,955.64 S.F. BROKEN SITE COVERAGE: 16.0% AREAS CALCULATED BY COORDINATE METHOD. ER_N 7003'30" E ____ 104.13' N 7003'30" E F.F.L. - 10.30 GNOUTE RECREATIONAL EASEMENT CREK BASIN S 7003'30" V EXISTING BULKHEAD LEGEND: **W** MONITORING WELL LUNIT CONTROL CORNER ■ ECM - EXISTING CONCRETE MONUMENT 10' SETBACK ● EIR - EXISTING IRON ROD SOUTHERN SHORES LANDING EIR 100.00' - S 7175'23" W CALC- CALCULATED POINT NCGS CONTROL MONUMENT NCGS "CROSS 1933" N 871,526.328 ft E 2,971,129.789 ft • SEWER CLEAN-OUT GARAGE - 8.78" FFE. - 10.46° CABLE TV ENTERPRISES, INC. TELEPHONE PED (SCALE FACTOR 0.9999822) D.B. 827, PG. 83 30' REVIEW AND COMPLIANCE BOUNDARY EASEMENT WITH NASH TRANSFORMER WATER METER NC COMP REF. NC. C. ML COP BCR. WATER VALVE FIRE HYDRANT GINGUITE WOODS WATER RECLAMATION ASSN., INC. MICHAEL LEE NASH P.C. 1, St. 194 EOP - EDGE OF PAVEMENT OPEN SPACE EASEMENT TO SOUTHERN SHORES LANDING, P.U.D. R/W - RIGHT OF WAY ACCESS EASEMENT-LOT/DWELLING NUMBER KITTY HAWK BEACH DB 1113, PG 196 70' OVERHEAD
POWER EASEMENT > **⊗** 274.95' 42.00 S 70"20"38" W EIR / TO ECM @ 158 R/W SCALE: UNDERGROUND TELEPHONE 6/26/03 CHECKED: DRAWN: EX 8" W.M JMH/TAS 50' REVIEW AND COMPLIANCE GRAPHIC SCALE PROJECT NO: 180' R/W U.S. 158 67' B.S.T. CAD FILE: L..... GINGUITE WOODS WATER RECLAMATION ASSN., INC. P200-ASB32.35 (IN FEET) SHEET: 1 inch = 50 ft.

Filed Book: 1483 Page: 381 Doc Id: 6082073 12/02/2002 10:35AM Receipt #: 66873 Doc Code: DECL BARBARA M GRAY, REGISTER OF DEEDS DARE CO, NC



STATE OF NORTH CAROLINA
COUNTY OF DARE

Prepared by and return to Thomas P. Nash, TV 200 N. Water \$t. #2A Elizabeth City, NC 27909

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and entered into this 26th day of November, 2002, by SOUTHERN COASTAL ASSOCIATES OF DARE COUNTY, INC. and BODDIE-NOELL ENTERPRISES, INC. (hereinafter Declarants);

WITNESSETH

WHEREAS, the Declarants are the fee simple owners of that certain tract of land situated in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina being more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter "Property"); and

WHEREAS, the Declarants previously entered into an agreement with Ginguite Woods Water Reclamation Association, Inc. ("Ginguite") dated August 30, 2000 as amended by Amended Agreement dated February 14, 2001 wherein Declarants agreed to establish and record certain protective covenants and restrictions restricting the use of the Property as a wastewater treatment facility site ("WTF Site") and it is the purpose and intent of this Declaration to so restrict the Property.

NOW, THEREFORE, Declarants hereby covenant, declare and make known that the lands described on Exhibit A attached hereto are hereby subject to the following restrictions which shall run with said Property by whomsoever owned, and shall be binding upon and inure to the benefit of the successors in interest of the Declarants:

ONE: The Property shall be used for the sole purpose of constructing, installing, operating, maintaining, repairing and replacing as necessary a wastewater treatment facility to be operated for the benefit of certain adjacent properties known as the Boddie-Noell property, the Southern Shores Landing P.U.D. and the property now or formerly owned by Michael Lee Nash, which properties are more particularly described on Exhibits B, C and D respectively attached hereto and made a part hereof.

TWO: The operation of the WTF Site is further subject to those covenants and conditions by the terms of which Ginguite Woods Water Reclamation Association, Inc. has agreed to provide to Boddie-Noell Enterprises, Inc. and their successors in

interest ("BNE") for so long as BNE requests such service, 18,000 gallons per day or fifty (50) single-family equivalents ("SFE's") in wastewater treatment for use of BNE on its property more particularly described in Deed Book 827, Page 83 in the office of the Public Registry of Dare County, North Carolina. The operation of said WTF Site is further subject to those covenants and conditions by the terms of which Ginguite has agreed to provide to Michael Lee Nash and/or his successors in interest ("Nash") for so long as Nash requests such service, two thousand (2,000) gallons per day, or five and 55/100 (5.55)single-family equivalents ("SFE's") in wastewater treatment its property more particularly described in Plat Cabinet 1, Slide 194 in the office of the public registry of Dare County, North Carolina. The obligation to provide services to BNE and Nash is subject to the conditions that there shall not be any tap-on fee for said capacity and the users of said service shall pay the rates, charges and fees for sewer service as approved by the North Carolina Utilities Commission but in no event shall Ginguite or any successor operator of the wastewater treatment facility have the right to terminate the provision of such services to BNE and Nash and their successors in interest except in accord with and pursuant to the rules and regulations of the North Carolina Utilities Commission.

THREE: The WTF Site must be operated by a public utility that has received a certificate of public convenience and necessity from the North Carolina Utilities Commission or its successor (the "NCUC").

FOUR: Boddie-Noell Enterprises, Inc., its successors and assigns and any owner of property in the Ginguite Woods Community, their successors and assigns, shall have the right to petition the NCUC for the appointment of an approved operator of a wastewater treatment facility on the Property for the benefit of the Boddie-Noell property and the Ginguite Woods Community property at any time when a NCUC-certified public utility is not operating such facility on the Property. (Any such NCUC-certified public utility shall have the right to use any existing facilities on the Property for such purpose and to replace and add to such facilities as necessary.)

FIVE: These restrictions shall be binding on the land and all parties owning same or in possession thereof and shall have priority over any liens or encumbrances upon the Property and any other easements, restrictions or rights which would adversely affect the rights of Boddie-Noell Enterprises, Inc. and Michael Lee Nash arising under the restrictions, and these restrictions shall remain in effect in perpetuity or, until such earlier time as Boddie-Noell Enterprises, Inc., its successors and/or assigns, Michael Lee Nash, his successors and/or assigns and the owners of the Southern Shores Landing, P.U.D. property, their successors or assigns shall agree to the termination thereof.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Protective Covenants and Restrictions the day and year first above written.

Page: 3 of 8 12/02/2002 10:35AM **DECLARANTS** SOUTHERN COASTAL ASSOCIATES OF Neal Blinken, President BODDIE-NOELL ENTERPRISES, INC. (SEAL) Charles J Hayes, Attorney-in-Fact STATE OF NORTH CAROLINA COUNTY OF PASQUOTANK I, CAROL Brank, a Notary Public of the county and State aforesaid, certify that Neal Blinken personally came before me this day and acknowledged that he is President of Southern Coastal Associates of Darre County, Inc., a North Carolina corporation, and that he as _President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal, this 26+ day of. My Commission Expires: Notary STATE OF NORTH CAROLINA DARE COUNTY I, Diana B. Wise, a notary pubic for said County and State, do hereby certify that Charles J. Hayes, Jr. personally appeared before menth's day and acknowledged that he is Attorney-in-Fact for Boddie-Noell Enterprises, Inc., a North Carolina corporation and that by authority duly given, he executed the foregoing and annexed instrument and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of Dare, State of North Carolina, on the July 19 1993 in Book 824, 1 412 and that this instrument was executed under and by in Book**814**, Page virtue of authority given by said instrument granting his power of attorney. I do further certify that the said Charles J. Hayes, Jr.

I do further certify that the said Charles J. Hayes, Jr. acknowledge the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Boddie-Noell Enterprises, Inc.

Witness my hand and official stamp or seal, this 26th day of November, 2002.

My commission Expires:

Notary Public Mise

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COUNTILIER

COU

State of North Carolina County of Dare The foregoing certificate of Carol Bouart of Pasquetar & Carol And Dana B. Wise of Dave Co. 186. are Notaries Public are certified to be correct. This instrument and this certificate are duly registered at the Date and Time in the Book and Page shown on the first Page hereof. Barbara M. Gray, Register of Deeds By: Addian 4 Tillett
Deputy Register of Deeds Ву: R\southern coastal WTF Declaration2



EXHIBIT A

Being that certain lot or parcel of land situated in Atlantic Township, Dare County, North Carolina being more particularly described as follows:

BEGINNING at a set iron rod on the northerly right of way line of US 158 and at the dividing line of lands n/f Boddie-Noell Enterprises, Inc. and lands n/f of Southern Coastal Associates of Dare County; thence from said point of beginning and along the northerly right of way of US 158, S 70° 20′ 38″ W, 42.00 feet to a point; thence through land of Boddie-Noell Enterprises, Inc., the following courses and distances: N 19° 44′ 37″ W, 57.91 feet to a point, N 04° 44′ 07″ E, 84.96 feet to a point, and N 70° 20′ 38″ E, 20.00 feet to a point on the dividing line of Boddie-Noell Enterprises, Inc. and Southern Coastal Associates of Dare County, Inc.; thence continuing and through lands of Southern Coastal Associates of Dare County, Inc. N 70° 20′ 38″ E, 274.95 feet to a point; thence S 19° 44′ 37″ E, 140.00 feet to a point on the northerly right of way line of US 158; thence along said right of way S 70° 20′ 38″ W, 274.95 feet to the point and place of beginning. Containing 43,471 square feet or 0.998 acres.

See "Attachment to Exhibits" for sketch of property described on Exhibits A, B, C, D and F of this Agreement.

ROCKYMOUNT/196632 v.06

Exhibit Page I



EXHIBIT B

Beginning at a concrete monument located in the North margin of U.S. Highway 158, said concrete monument also being located on the East bank of Ginguite Creek; running thence from said point of beginning along the East bank of Ginguite Creek North 04 deg. 47 min. 27 sec. West 132.73 feet to a point; thence North 06 deg. 51 min. 06 sec. West 98.05 feet to a point; thence North 47 deg. 16 min. 34 sec. East 9.43 feet to a point; thence North 78 deg. 34 min. 14 sec. East 100.01 feet to a point; thence North 70 deg. 03 min. 12 sec. East 50.64 feet to a point; thence South 81 deg. 15 min. 37 sec. East 43.80 feet to a point; thence North 83 deg. 51 min. 04 sec. East 156.07 feet to a point; thence North 84 deg. 21 min. 44 sec. East 125.90 feet to a point; thence North 74 deg. 05 min. 31 sec. East 66.23 feet to a point; thence North 34 deg. 50 min. 45 sec. East 42.30 feet to a point; thence North 00 deg. 58 min. 44 sec. West 43.91 feet to a point; thene North 24 deg. 19 min. 34 sec. West 34.01 feet to a point; thence North 79 deg. 41 min. 07 sec. East 333.34 feet to a concrete monument; thence South 10 deg. 07 min. 00 sec. East 322.16 feet to a concrete monument located in the North margin or right of way of U.S. Highway 158; thence South 79 deg. 41 min. 07 sec. West 926.16 feet to a concrete monument, the point of beginning.





EXHIBIT D

PROPERTY NOW OR FORMERLY OWNED BY MICHAEL LEE NASH

That certain lot or parcel of land situated in the Town of Southern Shores, Atlantic Township, Dare County North Carolina more particularly described as follows:

Lots 35 and 36, Block 51, Section B of Kitty Hawk Beach as shown on plat recorded in Plat Cabinet 1, Slide 194, Dare County Registry and as described in deed recorded in Book 1130, Page 536 and Book 1113, Page 196, Dare County Registry.

R\southern coastal WTF Declaration2

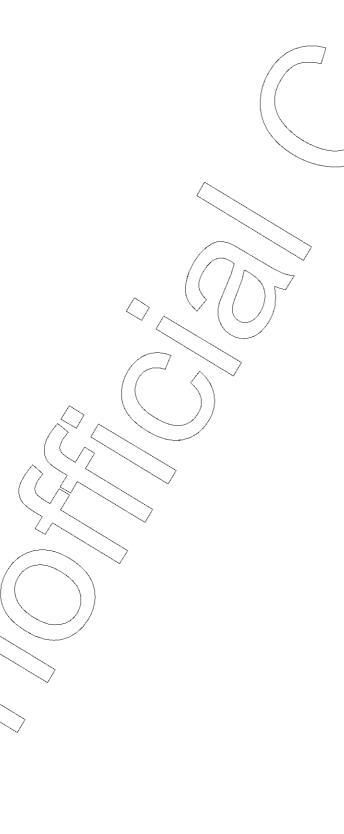


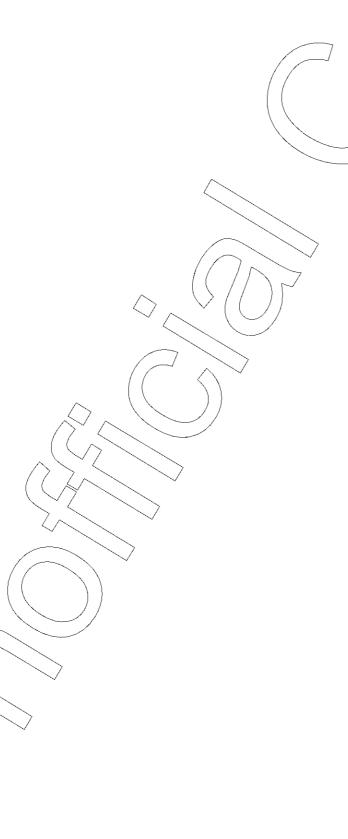


EXHIBIT C

SOUTHERN SHORES LANDING P.U.D.

All that certain property located in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina as shown and delineated on that plat prepared by Coastal Engineering and Surveying, Inc. dated August 15, 2002, last revised October 28, 2002 entitled in part "Southern Shores Landing, P.U.D.", which plat is recorded in Plat Cabinet **EI**, Slide **710**, Dare County Registry.

R\southern coastal WTF Declaration2



Filed Book: 1463 Page: 396 Doc Id: 5082078 12/02/2002 10:35AM Receipt #: 66873 Doc Code: DECL BARBARA M GRAY, REGISTER OF DEEDS DARE CO, NC

6082078 Page: 1 of 8 12/02/2002 10:35AM

DARE COUNTY TAX
COLLECTOR

STATE OF NORTH CAROLINA

COUNTY OF DAR

Prepared by and return to: Thomas P. Nash, IV 200 N. Water St., #2A Elizabeth City, NC 27909

this declaration of easement and use entered into this 26th day of November, 2002 by and between SOUTHERN COASTAL ASSOCIATES OF DARE COUNTY, INC. (hereinafter referred to as "First Party"), BODDIE-NOELL ENTERPRISES, INC. (hereinafter referred to as "Second party") and GINGUITE WOODS WATER RECLAMATION ASSOCIATION, INC. (hereinafter referred to as "Third Party").

WITNESSETH:

WHEREAS, First Party is the owner of a certain tract or parcel of land situate in Dare County, North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Parcel A"); and

WHEREAS, Second Party is the owner of that certain tract or parcel of real property located Daze County, North Carolina, more particularly described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as "Parcel B"); and

WHEREAS, Third Party is or will be the owner of that certain tract or parcel of real property located Dare County, North Carolina, more particularly described on Exhibit C attached hereto and made a part hereof (hereinafter referred to as "Parcel C" or "WTF Site"); and

WHEREAS, Third Party has constructed certain concrete pads, privacy fencing and a wastewater treatment plant, portions of which encroach onto lands owned by First party and Second Party as more particularly shown on that map or plat entitled in part "Southern Shores Landing, P.U.D." recorded in Plat Cabinet $\frac{E1}{E1}$, Slide. $\frac{710}{E1}$ Dare County Registry; and

WHEREAS, the parties hereto desire to enter into this Declaration of Easement and Use pursuant to which Third Party would have the exclusive right of access to and ingress and egress over and across those certain portion of Parcels 2 and B more particularly described as follows for the operation, repair, maintenance and use of the wastewater treatment plant, concrete pads and privacy fencing:

Parcel One: BEGINNING at an existing iron rod, which iron rod is located North 19° 44' 37" West from a point on the northern right of way of US 158, said point being located

(170 KK)

North 70° 11' 05" West a distance of 680.34 feet from an existing concrete monument at 158 right of way; from said point of beginning running thence South 70° 20' 38" West 7.6 feet to a point, cornering; running thence North 04° 54' 03" East 43.85 feet to a point, cornering; running thence South 04° 44' 07" East 41.27 feet to an existing iron rod, being the POINT AND PLACE OF BEGINNING, said parcel being designated as "Proposed Easement for wastewater Treatment Plant" as shown on insert " " on the aforementioned plat.

Parcel Two: BEGINNING at a point, said point being located South 70° 20' 38" East 8.0 feet and South 04° 44' 07" West a distance of 84.96 feet from an existing iron rod which is the point of beginning for the description in Parcel One above; from said point running thence North 04° 54' 03" East 11.31 feet to a point, cornering; running thence North 80° 42' 15" East 57.18 feet to a point, cornering; running thence South 70° 20' 38" West a distance of 60.95 feet to a point, BEING THE POINT AND PLACE OF BEGINNING, and being more particularly described as "Proposed Easement for Wastewater Treatment Plant" as shown on insert "A" on the aforementioned plat.

NOW, THEREFORE, in consideration of the sum of One Dollar and other valuable consideration paid by Third Party to First Party and Second Party, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. First and Second Parties do hereby establish, give, grant and convey to Third Party, its successors, assigns, tenants, agents and invitees, an exclusive easement appurtenant to Parcel C for ingress, egres and regress over those portions of Parcels A and B as described above for the purpose of constructing, operating, maintaining and repairing a wastewater treatment plant with existing constete pads and privacy fences owned by Third Party in, on or adjacent to Parcels One and Two as described above.
- 2. In connection with this Declaration of Easement and Use, and in order to make such easement effective for the purposes contained herein, the parties hereto do further agree as follows:
- a. Third Party on behalf of itself, its successors or assigns holds First Party and Second Party harmless from any and all actions, claims, suits, or other liability including attorney fees arising out of or resulting from utilization by Third Party or its successors, assigns, tenants, agents and invitees of the easements and rights granted herein.
- b. First Party and Second party will not place any structures or other impediment in or on Parcels One and Two.
- c. In the event of damage to or destruction of the wastewater treatment plant, concrete pads or privacy feacing Third Party shall have the option but not the obligation of repairing or reinstalling said improvements and any such reinstallation or repairs shall be undertaken in a manner so as to minimize the effect on First Party and Second Party and all such work shall be done in a good workmanlike manner.

The easements and agreements provided for herein shall be effective upon the execution of this Declaration of Easement and Use by the parties hereto. The easements and rights Oprovided for herein shall run with the land and shall constitute was use and burden upon Parcels A and B for Parcel C. The sements and rights provided for herein shall inure for the benefit of and be binding upon the respective successors, assigns, and tenants of each party hereto and the employees and invYtees of such parties, and shall remain in full force and and shall be unaffected by any change in ownership of Parcels A, B or C or any of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

IN WITHESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

> FIRST PARTY SOUTHERN COASTAL ASSOCIA DARE. INC Blinken, President

"SECOND PARTY BODDIE-NOELL ENTERPRISES, INC.

Charles

Atto rney-in-Fact

THIRD PARTY

GINGUITE MOODS WATER RECLAMA

ASSOCIATION INC

Blinken, President

STATE OF NORTH CAROLINA COUNTY OF PASQUOTANK

CAROL Brank, a Notary Public of the County and State aforesaid, certify that Neal Blinken personally came before me this day and acknowledged that he is Prepident of Southern Coastal Associates of Dare County, Inc., a North Carolina corporation, and that he as _President, being authorized to do so, executed the foregoing on behalf \bigcirc f the corporation.

Witness my hand and official stamp or seal, this 264 day November, 2002.

My Commission Expires:

Notary Public CAROL BUDANT

STATE OF NORTH CAROLINA DARE COUNTY

Diana B. Wise, a notary public for said County and State, to hereby certify that Charles J. Hayes, Jr. personally appeared before me this day and acknowledged that he is Attorney-in-Fact and that by authority duly given, he executed the foregoing and annewed instrument and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of Dare, State of North

Carolina, on the July 19,1993 in Book 874 Page

virtue of and that this instrument was executed under and by

virtue of anthority given by said instrument granting his power virtue or a of attorney.

I do further certify that the said Charles J. Hayes, Jr. acknowledge the due execution of the foregoing and annexed instrument for the purposes therein expressed for and on behalf of the said Boddie-Moell Enterprises, Inc.

Witness my hand and Official stamp or seal, this Zbthay of November, 2002.

Motary Public MAY 17, 2007

STATE OF NORTH CAROLINA COUNTY OF PASQUOTANK

I, CArol BryArt, a Notary Public of the County and State aforesaid, certify that Now Blinken personally came before me this day and acknowledged that he is President of Ginguite Woods Water Reclamation Association, Inc., a North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the

Witness my hand and official stamp or seal othis 267 November, 2002. My Commission Expires:

Notary Public

State of North Carolina County of Dare

The foregoing certificate of Carol Briant of Pasauotank Co, NC And Diana B Wise of Dare to N This instrument and this certificate are duly registered at the Date and Time in the Book and Page shown on the first Page bereof.

Barbara M. Gray, Register of Deeds

Deputy Register of Deeds



EXHIBIT A

All that certain lot or parcel of land situated in the Town of Southern Shores, Atlantic Township, Dare County, North Carolina and more particularly described as follows:

BEGINNING at a set iron rod situated on the Northern right of way of U.S. Highway 158 (180 ft. R/W), which set iron \checkmark rod is further located North 70° 12′ 56" East a distance of ♥13.37 feet as measured along the Northern right of way of VS. Hwy. 158, from an existing concrete monument situated on the border of the Ginguite Creek; running thence from sale point of beginning North 19° 44' 37" West along the now or formerly Boddie-Noell Enterprises, Inc. property as descriped in Deed Book 827, Page 83, at the Dare County Registry, and the now or formerly Diocese of East Carolina Church Kots, as described in Deed Book 1066, Page 214, at the Dare Sounty Registry, a distance of 668.64 feet to an existing &ncrete monument, cornering; running thence North 71ø 15' 23" East along the now or formerly Town of Southern Shores property as described in Deed Book 452, Page 409, at the Dare County Registry, and the now or formerly Southern Shores Volunter Fire Department property as described in Deed Book 587, Page 363, at the Dare County Registry, a distance of 400.90 feet to a telephone pedestal situated on the Southwestern right of way of Dogwood Trail (formerly Old Duck Road), cormering; running thence South 19° 44' 37" East along the Southmestern right of way of Dogwood Trail a distance of 481.87 feet to a set iron rod situated in the Northeastern corner opthe now or formerly Michael Lee Nash property, cornering; running thence South 71° 15' 23" West along the now or formerly Michal Lee Nash Property a distance of 100.00 feet to a set iron rod, cornering; running thence South 19° 440 37" East along the Southwestern boundary line of the said now or formerly Michael Lee Nash property a distance of 182.00 feet to a set iron rod situated on the Northern right Ω of way of J.S. Hwy. 158, cornering; running thence South 20° 20' 38" West along the said northern right of way of U.S. Hwy. 158 a distance of 299.95 feet to a set iron rod, BEING THE POINT AND PLACE OF BEGINNING, containing 5.70 acres.

Being the same tract or parcel of land as shown and delineated on that certain map or platOdated January 20, 1998, revised February, 1998 entitled in part, "Boundary Survey for Southern Coastal Assoc., Inc., prepared by Gregory S. Skeen, R.L.S., of Coastal Engineering & Surveying, Inc., which plat is recorded in Plat Cabinet E, Slide 16, at the Dare County Registry.

LESS AND EXCEPT and there is not hereby conveyed that certain lot or parcel of land utilized or to be utilized for sewage treatment heretofore conveyed to Ginguite Goods Water Reclamation Association, Inc. by deed recorded in Book 143, Page 394, Dare County Registry and being more particularly described by metes and bounds as follows:

BEGINNING at an existing from rod located on the northerly right of way of US 158 (180 foot right of way), said existing from rod marking the southeastern corner of property now or formerly owned by Boddie-Noell Enterprises, Inc. (Deed Book 827, Page 83) and said existing from rod being further located South 70° 20'

38" West a distance of 299.95 feet as measured along the said northerly right of way of US 158 from an existing iron rod marking the southwest corner of the now or formerly Michael Lee Nash property; from said point of beginning running thence North 19° 44' 37" West a distance of 140 feet to a point, cornering; running thence North 70° 20' 38" East 274.95 feet to a point, cornering; running thence South 19° 44' 37" East 140 feet to a point on the northerly right of way line of US 158, cornering; running thence along said right of way South 70° 20' 38" West 274.95 feet to the POINT AND R\southern-ginguite encroach2 OPLACE OF BEGINNING.



EXHIBIT B

Being that certain tract or parcel of land situate in Atlantic Township, Dare County, North Carolina being more particularly described as follows:

Deginning at a concrete monument at the northeast corner of the Boddie-Noell Enterprises, Inc. (southeast corner of lands n/f Diocese of East Carolina All Saints Episcopal Church-D.B. 1066 Pg. 214) parcel and at a point on the westerly line of lands of Southern Coastal Associates of Dare County, Inc.; thence along said westerly line S 19° 44′ 37" E, 187.92 feet to a point; thence through the Boddie-Noell property the following courses and distances: S 70° 20′ 38" W, 20.00 feet to a point; S 04° 44′ 07" W, 84.96 feet to a point; S 70° 20′ 38" W, 92.76 feet to a point; N 79° 31′ 15" W, 63.93 feet to a point; N 19° 44′ 37" W, 143.93 feet to a point; N 70° 03′ 30" E, 60.92 feet to a point and N 04° 44′ 37" W, 96.42 feet to a point on the boundary of lands n/f Diocese of East Carolina All Saints Episcopal Church; thence along said boundary N 70° 03′ 30" E, 104.13 feet to the point and place of beginning. Containing 40,953.16 square feet or 0.940 acres.

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See "Attachment to Exhibits" for sketch of property described on Exhibits A, B, C, D and F of this agreement.

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EXHIBIT C

Being that certain lot or parcel of land situated in Atlantic Township, Dare County, North Carolina being more particularly described as follows:

BEGINNING at a set iron rod on the northerly right of way line of US 158 and at the dividing line of lands n/f Boddie-Noell Enterprises, Inc. and lands n/f of Southern Coastal Associates of Dare County; thence from said point of beginning and along the northerly right of way of US 158, S 70° 20′ 38″ W, 42.00 feet to a point; thence through land of Boddie Noell Enterprises, Inc., the following courses and distances: N 19° 44′ 37″ W, 57.91 feet to a point, N 04° 44′ 07″ E, 84.96 feet to a point, and N 70° 20′ 38″ E, 20.00 feet to a point on the dividing line of Boddie-Noell Enterprises, Inc. and Southern Coastal Associates of Dare County, Inc.; thence continuing and through lands of Southern Coastal Associates of Dare County, Inc. N 70° 20′ 38″ E, 274.95 feet to a point; thence S 19° 44′ 37″ E, 140.00 feet to a point on the northerly right of way line of US 158; thence along said right of way S 70° 20′ 38″ W, 274.95 feet to the point and place of beginning. Containing 43,4% square feet or 0.998 acres.

See "Attachment to Exhibits" for sketch of property described on Exhibits A, B, C, D and F of this agreement.

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