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Brunswick County--Register of Deeds
Robert J. Robinson
Inst #23449 Book 1326Page 208
08/25/1999 01:47pm Rec# 22947

AC R/W 10-49

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

RIGHT OF WAY EASEMENT

THIS Right of Way Easement made this __th day of August, 1999, by and between **SUSTAINABLE FORESTS, L.L.C.**, a Delaware limited liability company, doing business in North Carolina, (the "Grantor"), and **E. G. Dale Enterprise** , a sole proprietorship with mailing address of **P.O. Box 157, Leland, NC 28451** (the "Grantee", including singular, plural, masculine, feminine or neuter as required by context).

WITNESSETH:

For and in consideration of the sum of TEN Dollars paid by the Grantee, the receipt of which Grantor hereby acknowledges, and the mutual covenants herein contained, the Grantor has and by these presents does grant, bargain, sell and convey unto the Grantee an easements over Grantor's tract(s) located in Brunswick County, North Carolina, said easements being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

The right of way easement is granted subject to the following terms and conditions:

1. The easement shall be used only for roadway purposes.

2. Grantor reserves the right to use the easement for ingress, egress and regress and for all other purposes not inconsistent with the easement rights hereby granted to Grantee. Grantor reserves the right to grant easements and rights of way over the easement to others for access, the installation of utilities or other uses not inconsistent with the rights of Grantee; provided, however, Grantor covenants to require such other users of the easement to agree to make and pay for the cost of any repairs to the easement occasioned by their use thereof. Grantor shall not be liable for the cost of any repairs not paid for by other users nor shall Grantor be obligated to bring any action to enforce the agreement of other users to make or pay for repairs. Grantor may construct and maintain fences across the easements so long as a gate(s) is provided for access to the easement and Grantee is provided a key to the gate(s). Grantee agrees to abide by any rules which Grantor may adopt concerning the opening and locking of gates within the easement.

3. This grant is made strictly subject to any existing liens, leases, easements, servitudes, rights-of-way, reservations or other encumbrances affecting the easement, whether of record or on the ground.

4. Grantee shall maintain the access road within the easement in good order and repair. If no road exists within the easement, then Grantee may construct a road within the easement. Construction and maintenance activities shall be subject to the following terms and conditions:

EGDale lwp
PET Janet Hall
TOTAL 16- REV. TC# 12
REC# CK#
CASH 20- REF BY Jall

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a. All construction and maintenance work shall be undertaken at the sole cost and expense of Grantee; provided, however, that Grantor shall pay for any repairs to the road occasioned by Grantor's use thereof;

b. Grantee shall not be the agent or subcontractor of Grantor in undertaking construction, maintenance or other work;

c. No contractor, employee or agent of Grantee shall have a lien against any lands of Grantor or against the easement on account of performing any construction, maintenance or other work within the easement;

d. Grantee agrees to remove as few trees as possible from the easement during construction or maintenance activities. Grantee shall not remove any trees with a diameter of five inches or more outside the bark at a point six inches above the ground without first giving Grantor 30 days notice. Grantor shall have 30 days from receipt of such notice to remove any trees it desires from the easement;

e. Grantee shall obtain any and all federal, state or local permits or licenses necessary for the construction or maintenance of a road within the easement and shall fully comply with all laws, rules, regulations and requirements of any federal, state or local government or other regulatory body applicable to the construction or maintenance of the road or the use of the easement for access purposes including, but not limited to, such laws, rules, regulations and requirements which relate to protection of the environment, water and air, and the prevention of forest fires.

5. This right of way easement shall terminate and become null and void upon notice from Grantor to Grantee if (i) Grantee defaults in the performance of any of the terms of this right of way easement and such default is not cured within 30 days after written notice of default if given by Grantor to Grantee at the address for Grantee set forth above, or at such other address as Grantee may provide to Grantor by certified mail as an alternate address for notices, or (ii) the Grantee or Grantee's agents, guests or invitees fail to use the easement for access for a consecutive 180-day period, in which case it shall be conclusively deemed to be abandoned.

6. Grantee shall, jointly and severally, indemnify and hold harmless Grantor and Grantor's officers, directors, employees and agents from, against and in respect of any and all claims, suits, actions, proceedings (formal or informal), investigations, judgments, deficiencies, damages, settlements, losses, obligations, liabilities and legal and other expenses (including reasonable legal fees and expenses of counsel chosen by Grantor) as and when incurred arising out of, resulting from or based upon (i) Grantee's default under any of the terms of this right of way easement, (ii) any defect or imperfection in any road located within the easement, or failure to repair the same, or on account of any act or omission on the part of the Grantee, (iii) any death, personal injury or property damage whatsoever occurring upon the easement, occasioned by the use of the easement by Grantee or Grantee's guests, invitees, employees and agents,

or related in any way to the easement unless caused primarily by the active negligence of Grantor and (iv) any claims or claims of lien on account of construction, maintenance or other work conducted within the easement on Grantee's behalf.

7. The terms, covenants and provisions of this right of way easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed by all of the members and managers of SUSTAINABLE FORESTS, L.L.C., on its behalf, under seal by adoption of the word "SEAL" appearing next to the name of the LLC and the signatures of the members and managers, on the day and year first above written.

SUSTAINABLE FORESTS, L.L.C. (SEAL)

By: John R. Killham

John R. Killham, Manager/Vice Pres.

Inst # 23449 Book 1326Page: 210

E H Dale (SEAL)

Grantee

STATE OF South Carolina
COUNTY OF Georgetown

I, a Notary Public of the County and State aforesaid, certify that JOHN R. KILLHAM personally appeared before me this day and acknowledged that he is a manager of SUSTAINABLE FORESTS, L.L.C., a Delaware limited liability company, Grantor, and that by authority duly given and as the act of SUSTAINABLE FORESTS L.L.C., the foregoing instrument was signed in its name by himself as one of its managers.

WITNESS my hand and official stamp or seal, this 23rd day of August, 1999.

Mary S. Cooper
Notary Public

My commission expires: 5/1/2005
(SEAL)

STATE OF North Carolina
COUNTY OF Brunswick

Personally appeared before me, E H Dale, a Notary Public, Ruth S Barfield, who acknowledged the due execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and notarial seal, this 25th day of August, 1999.

Ruth S Barfield
Notary Public

My commission expires: 3/26/2002
(SEAL)

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OFFICIAL SEAL
RUTH S. BARFIELD
Notary Public - North Carolina
BRUNSWICK COUNTY
My Commission Expires

UNCERTIFIED

Inst # 23449 Book 1326Page: 211

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

The Foregoing (or annexed) Certificate(s) of MARY S COOPER, RUTH S BARFIELD

Notary(ies) Public is (are) Certified to be Correct.
This Instrument was filed for Registration on this 25th Day of August, 1999
in the Book and Page shown on the First Page hereof.

Robert J. Robinson

ROBERT J. ROBINSON, Register of Deeds

EXHIBIT A

30 foot R/W road easement for the purpose of ingress and egress access

Beginning at a nail in the centerline of SR 1417 Malmo Loop Road and the intersection of a existing road, 30' R/W, said nail and intersection located approximately 2 miles southerly of US Highway 74-76; thence along the centerline of a existing 30' R/W road as follows: S 24 ° 11'22" E 366.70 feet; S 07 ° 25'10" E 289.44 feet; S 29 ° 54'56" E 250.08 feet; S 48 ° 18'38"217.66 feet; S 39 ° 53'51" E 113.32 feet; S 27 ° 27'34" E 1669.26 feet; S 07 ° 19'55" E 189.74 feet; S 13 ° 16'58" E 500.00 feet; S 26 ° 50'12" E 1091.26 feet; S 29 ° 17'04" E 339.10 feet; S 46 ° 27'04" E 132.00 feet; S 52 ° 41'06" E 650.43 feet; S 56 ° 26'49" E 2291.04 feet; N 58 ° 41'47" E 250.26 feet; N 80 ° 05'17" E 340.85 feet; S 74 ° 09'10" E 397.84 feet; S 82 ° 05'40" E 343.70 feet; N 58 ° 04'47" E 317.70 feet; S 73 ° 36'25" E 277.07 feet; N 70 ° 58'19" E 266.57 feet; N 54 ° 13'35" E 330.42 feet; N 64 ° 21'08" E 245.54 feet; N 57 ° 07'47" E 350.24 feet; N 35 ° 00'49" E 269.43 feet; N 41 ° 32'06" E 457.19 feet to a point in the centerline of existing 30' R/W road; thence with the centerline of 30' R/W road easement N 48 ° 53'09" W 288.49 feet to the boundary line of above described 281 Acre tract, said point located S 28 ° 11'30" W 15.39 feet from a iron pipe, corner of the lands of Ezra G. Dale, now Ecosystems Land Mitigation Bank Corporation 281 Acre tract, Sea Coat Communications, Inc. DB. 701 Pg. 553, and Sustainable Forests, L.L.C. tract, and said last described centerline road easement's eastern R/W line (15' from the centerline) is the western boundary line of Sea Coast Communication, Inc tract, and the purpose of this described road easement is for the purpose of ingress and egress to the Ecosystems Land Mitigation Bank Corporation 281 Acre tract and being the same 30' R/W road easement as described and given from Sustainable Forests, L.L.C. to Sea Coast Communications, Inc.

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