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JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

STATE OF NORTH CAROLINA

CONSERVATION EASEMENT

PENDER COUNTY
SPO File Number 71-AN
Prepared by and return to:
Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

Swinson Tract

THIS CONSERVATION EASEMENT DEED, made this 14th day of April, 2005, by The Nature Conservancy, ("**Grantor**"), to the State of North Carolina, ("**Grantee**"), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Ecosystem Enhancement Program in the Department of Environment and Natural Resources has approved acceptance of this instrument; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in

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Greensboro, NC on July 22, 2003. This MOA recognizes that the Ecosystem Enhancement Program is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in Holly Township, Pender County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately 109.92 acres and being conveyed to the Grantor by deed as recorded in **Deed Book** 2637 **at Page** 287 of the Pender County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement. This Conservation Easement shall be for the protection and benefit of the waters of Shaken Creek.

WHEREAS, Grantor's predecessor in title retained the exclusive right to hunt and fish on the Protected Property, said rights being set out in the deed to Grantor referenced above. Said rights and the accessory rights set out therein are not affected by the conveyance of this Conservation Easement by Grantor.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement of the nature and character and to the extent hereinafter set forth, over the Property, for the benefit of the people of North Carolina, and being all of the tract of land as identified as Tract 2E-2 as shown on a plat of survey entitled "Wallace Hunting Club Ellington-Guy Tract (Division of Tract 2)" dated April 16, 2002, prepared by Hanover Design Services, P.A., and **recorded in Map Book 35, Page 28,** Pender County Registry. A copy of the plat is attached hereto as **Exhibit A.**

The purposes of this Conservation Easement are to maintain, restore, enhance, create and preserve wetland and/or riparian resources on the Property that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Property in its natural condition, consistent with these purposes; and to prevent any use of the Property that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, their personal representatives, heirs, successors, and assigns, lessees, agents, and licensees.

II. GRANTOR RESERVED USES AND RESTRICTED ACTIVITES

The Property shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Property by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. The following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Property for the purposes thereof. Usage of motorized vehicles on the Property is prohibited, except as they are used exclusively for management, maintenance or stewardship purposes, and on existing trails, paths or roads.

B. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses on the Property not inconsistent with this Conservation Easement, and the right of access to the Property for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

C. Vegetative Cutting. Except as related to the removal of non-native plants, diseased or damaged trees, and vegetation that obstructs, destabilizes or renders unsafe the Property to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation on the Property is prohibited.

D. Industrial, Residential and Commercial Uses. All are prohibited on the Property.

E. Agricultural Use. All agricultural uses on the Property including any use for cropland, waste lagoons, or pastureland are prohibited.

F. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed on the Property.

G. Roads and Trails. There shall be no construction of roads, trails, walkways, or paving on the Property. Existing roads or trails located on the Property may be maintained by Grantor in order to minimize runoff, sedimentation and for access to the interior of the Property for management, maintenance, stewardship purposes, or undeveloped recreational and

educational uses of the Property. Existing roads, trails or paths may be maintained with loose gravel or permanent vegetation to stabilize or cover the surfaces.

H. Signs. No signs shall be permitted on the Property except interpretive signs describing restoration activities and the conservation values of the Property, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Property may be allowed.

I. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances or machinery, or other material on the Property is prohibited.

J. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

K. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Property may temporarily be used for good cause shown as needed for the survival of livestock and agricultural production.

L. Subdivision and Conveyance. No further subdivision, partitioning, or dividing of the Property is allowed. Unless agreed to by the Grantee in writing, any future conveyance of the Property and the rights as conveyed herein shall be as a single block of property. Any future conveyance of the remaining fee simple rights shall be subject to this Conservation Easement. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof, such transfer is subject to the Grantee's right of ingress, egress, and regress over and across the Property for the purposes set forth herein.

M. Development Rights. All development rights are removed from the Property and shall not be transferred.

N. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Property or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

O. Prescribed Burning. Grantor reserves the right to conduct prescribed burns on all appropriate areas of the tract and to perform all activities necessary to prepare for, conduct, and extinguish such burns, including the establishment of fire lines, provided said activities follow the rules, regulations, and standards pertaining to prescribed burning established by the North Carolina Division of Forest Resources. The Grantor shall make every reasonable effort to

minimize the creation of plowed or bladed fire lines and, if created, plowed lines shall be restored to the natural topography.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is consistent with the purposes of this Conservation Easement. The Grantor shall not vary from the above restrictions without first obtaining written approval from the N.C. Ecosystem Enhancement Program, whose mailing address is 1652 Mail Services Center, Raleigh, NC 27699-1652.

III. GRANTEE RESERVED USES

A. Ingress, Egress, Regress and Inspection. The Grantee, its employees and agents, successors and assigns, receive the perpetual right of general ingress, egress, and regress to the Property at reasonable times to undertake any activities to restore, manage, maintain, enhance, and monitor the wetland and riparian resources of the Property, in accordance with restoration activities or a long-term management plan. Unless otherwise specifically set forth in this Conservation Easement, the rights granted herein do not include or establish for the public any access rights.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterraneous water flow.

IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, their successors or assigns, that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor, their successors or assigns in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Property by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in

addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times for the purpose of inspection to determine whether the Grantor, their successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor, their successors or assigns, for any injury or change in the Property caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, their successors or assigns, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

V. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown above or to other address(es) as either party establishes in writing upon notification to the other.

C. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees to make any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed subject to the Conservation Easement herein created.

D. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

E. This Conservation Easement may be amended, but only in a writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement.

F. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VI. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Property that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Property, and the right of quiet enjoyment of the Property.

TO HAVE AND TO HOLD the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes.

AND Grantor covenants that Grantor is seized of said premises in fee and has the right to convey the permanent Conservation Easement herein granted; that the same are free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

GRANTOR

THE NATURE CONSERVANCY

By: Katherine D. Skinner (SEAL)
Katherine D. Skinner
Its Vice President

NORTH CAROLINA

COUNTY OF DURHAM

I, Barbara M.G. Turner, a Notary Public in and for Wake County and the State aforesaid, do hereby certify that Katherine D. Skinner, Vice President of The Nature Conservancy, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 14th day of April, 2005.

Barbara M.G. Turner
Notary Public

My commission expires:

August 11, 2007

Barbara M.G. Turner
Notary
Public
Wake County, North Carolina

NORTH CAROLINA - PENDER COUNTY: The foregoing (or annexed) certificate of Barbara M.G. Turner is certified to be correct. This 19 day of April A.D. 2005
JOYCE M. SWICEGOOD - Pender County Register of Deeds
By: Sharon B. Willoughby Deputy/Assistant Register of Deeds

Exhibit A

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MAP OF

WALLACE HUNTING CLUB
ELLINGTON - GUY TRACT
(DIVISION OF TRACT 2)

HOLLY TOWNSHIP
PENDER COUNTY
NORTH CAROLINA

DATE: APRIL 16, 2002

OWNER: WALLACE HUNTING CLUB

LINE	BEARING	DISTANCE
69	N 49°12'35" W	212.10
70	N 42°14'12" E	123.00
71	N 38°34'42" E	214.98
72	N 42°12'01" E	205.47
73	S 44°55'02" W	227.09
74	S 54°46'24" W	873.66
75	N 38°36'14" W	508.36 (TOT.)
76	N 51°23'25" W	172.69
77	N 56°46'42" W	274.12
78	N 47°16'22" W	82.35
79	N 36°28'00" W	74.52
80	N 36°26'05" W	103.01
81	N 54°26'08" W	89.93
82	N 66°56'12" W	148.35
83	S 82°15'53" W	95.30
84	S 87°20'56" W	204.70
85	S 72°35'33" W	302.88
86	S 86°39'22" W	74.84
87	N 55°47'09" W	116.83
88	N 50°27'49" W	123.96
89	N 75°39'23" W	107.66
90	N 80°14'38" W	139.06
91	N 69°51'42" W	67.17
92	N 41°34'51" W	177.45
93	N 31°49'22" W	220.09
94	N 37°55'27" W	58.81
95	N 56°29'38" W	114.88
96	N 67°42'57" W	267.49
97	N 71°35'31" W	182.99

LINE	BEARING	DISTANCE
98	N 85°40'28" W	165.66
99	N 87°03'15" W	135.39
100	N 14°29'59" W	83.58
101	N 04°28'47" W	87.33
102	N 11°42'59" W	59.47
103	N 27°46'24" W	114.12
104	N 33°22'04" W	145.28
105	N 35°53'23" W	708.39
106	N 41°53'23" W	132.95
107	N 47°15'07" W	305.90
108	N 48°37'47" W	619.51
109	S 37°27'13" W	235.56
110	S 31°08'30" W	121.17
111	S 37°28'32" W	421.20
112	S 47°19'01" W	58.47
113	S 61°38'09" W	220.22
114	S 79°00'39" W	193.61
115	S 79°00'39" W	791.17
116	S 68°10'23" W	447.76
117	N 84°34'34" W	104.12
118	N 63°45'55" W	105.49
119	N 48°57'29" W	251.22
120	N 37°04'13" E	574.06
121	S 49°34'45" W	445.88
122	S 58°53'53" W	370.24
123	S 67°26'42" W	719.68
124	S 23°23'14" E	493.13

LINE	BEARING	DISTANCE
125	S 57°04'23" W	246.47
126	S 45°37'50" W	267.56
127	S 44°05'15" W	884.41
128	S 56°09'01" W	350.74
129	N 38°36'14" W	61.33 (S. TO C/L INT. (TIE LINE)
130	S 44°04'56" W	288.32 C/L INT. TO C/L CREEK
131	S 23°21'03" W	1612.93
132	N 37°04'13" E	267.70
133	N 37°04'13" E	574.06

BEARING AND DISTANCE TABLE
FOR CENTERLINE OF SHANKEN CREEK

LINE	BEARING	DISTANCE
1	N 42°28'01" W	103.53
2	N 82°03'55" W	226.53
3	N 87°22'22" W	173.31
4	S 37°17'05" W	61.52
5	S 77°33'22" W	220.61
6	N 81°08'16" W	140.96
7	N 87°08'51" W	138.61
8	S 80°34'12" W	59.34
9	S 15°13'26" W	83.78
10	S 17°00'34" E	80.40
11	S 06°30'01" E	241.34
12	S 40°05'53" W	182.16
13	S 55°07'51" W	218.68
14	S 46°04'50" W	279.23
15	S 27°54'14" W	301.15
16	S 61°15'24" W	331.72
17	N 73°25'02" W	123.99
18	N 69°36'47" W	197.23
19	N 77°48'29" W	139.73
20	S 80°21'21" W	121.32
21	N 06°29'49" W	520.06
22	N 37°24'51" E	214.42

LINE	BEARING	DISTANCE
23	S 67°10'38" E	174.81
24	N 65°46'23" E	136.82
25	N 08°41'00" W	371.66
26	N 15°11'18" E	175.96
27	N 28°47'28" E	224.43
28	N 70°57'05" W	267.32
29	N 20°48'08" W	197.12
30	N 01°03'31" E	225.34
31	N 33°27'39" W	107.84
32	S 62°10'30" W	211.13
33	N 19°31'49" W	103.80
34	N 75°58'06" W	143.91
35	N 33°32'27" W	183.55
36	N 09°46'59" W	216.91
37	N 62°34'04" W	475.93
38	N 56°23'36" W	463.04
39	N 39°57'17" E	69.79
40	N 34°14'17" W	125.95
41	N 72°23'09" W	148.51
42	N 00°43'35" E	307.16
43	N 65°28'19" W	120.20
44	N 03°31'19" W	123.80

LINE	BEARING	DISTANCE
45	N 70°12'29" W	358.59
46	N 85°29'19" W	370.26
47	S 79°06'03" W	300.39
48	S 79°06'03" W	356.19
49	S 74°04'32" W	394.01
50	N 61°38'55" W	355.87
51	S 88°15'47" W	376.59
52	S 76°27'22" W	447.28
53	N 46°22'20" W	169.63
54	N 72°34'27" W	483.72
55	N 07°58'15" W	739.69

LINE	BEARING	DISTANCE
56	N 77°42'05" E	298.55
57	N 26°48'07" E	53.51
58	S 87°28'37" E	73.33

NOTES

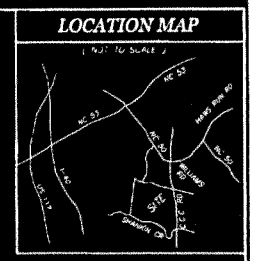
1. AREA COMPUTED BY COORDINATE METHOD
2. ALL DISTANCES ARE HORIZONTAL
3. FOR REFERENCE SEE D.B. 493 PG. 131, D.B. 1127 PG. 37
4. SURVEYED DEC. 1998 - NOV. 2001
5. 1024.23 ACRES TOTAL AREA
6. THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN EXISTING N.C. GRID MONUMENT
7. BEARINGS AND DISTANCES AS SHOWN ON EXISTING SOIL ROAD ARE ALONG THE CENTERLINE. A 50' ACCESS EASEMENT IS TO BE DEDICATED ALONG THE SOIL ROADWAY (25' EACH SIDE OF CENTERLINE AS SHOWN) FROM POINTS A-B-C-D AND E-F-G-H-I-J AND K-B-L AND F-M
8. A PORTION OF THE LINE NUMBERS HAVE BEEN OMITTED FOR CLARITY. LINE NUMBERS ARE IN NUMERICAL ORDER AND SEQUENCE ALONG SHAKEN CREEK AND CENTERLINE OF ROAD

LEGEND

E.I.P. = EXISTING IRON PIPE
E.I. = EXISTING IRON
E.C.M. = EXISTING CONCRETE MONUMENT
R/W = RIGHT OF WAY
I.L.M. = IRON LINE MARKER
C.P. = COMPUTED POINT

SCALE IN FEET
1" = 1000'

LOCATION MAP
(NOT TO SCALE)



NORTH CAROLINA PROFESSIONAL SEAL L-2876 LAND SURVEYOR GREG A. WAYNE

MAJORIC MAP BOOK 1 PAGE 34

CERTIFICATE OF ACCURACY AND MAPPING

I, GREG A. WAYNE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED AS NOTED HEREON). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND AS NOTED HEREON. THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 10,000+. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 17 DAY OF April, 2002 AD.

Greg A. Wayne
GREG A. WAYNE PLS L-2876

I CERTIFY THAT THIS SURVEY IS A COURT ORDERED SURVEY IN PENDER COUNTY.

Greg A. Wayne 4/17/02
GREG A. WAYNE PLS L-2876

CERTIFICATE OF OWNERSHIP, DEDICATION, AND JURISDICTION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, CONSERVATION SPACE, AND OTHERS TO PUBLIC OR PRIVATE USE AS NOTED, ALL ROADS, AND DRAINAGE EASEMENTS ARE DEDICATED FOR PUBLIC UTILITY PURPOSES. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF PENDER COUNTY.

DATE SIGNATURE

CERTIFICATE OF REGISTRATION BY REGISTER OF DEEDS

NORTH CAROLINA COUNTY Pender

FILED FOR REGISTRATION THIS 13 DAY OF May OF 2002 AT 2:45 O'CLOCK pm, AND DULY RECORDED IN MAP BOOK 35 PAGE 028 SL 472

BY: Angela Moseley Asst.

GYCE M. SWICEGOOD

STATE OF NORTH CAROLINA
COUNTY OF Pender

Janet Worten REVIEW OFFICER OF PENDER COUNTY, THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

4-25-02
DATE

Janet Worten
REVIEW OFFICER

HANOVER DESIGN SERVICES, P.A.
LAND SURVEYORS ENGINEERS & LAND PLANNERS
319 WALNUT STREET
WILMINGTON, N.C. 28401
PHONE: (910) 343-8002

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SL 472 MB 35 PG 028