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JOYCE E. CARAWAN
REGISTER OF DEEDS
PAMLICO COUNTY, N. C.

BOOK 290 PAGE 887

SETTLEMENT AGREEMENT
AND
MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, entered into this the 1st day of November, 1992 by and between THE CHANNEL STRIP LOT OWNERS' ASSOCIATION, an unincorporated association organized under the laws of the State of North Carolina (hereinafter referred to as the "Association"), and RAY H. MARTINEZ and INEZ N. MARTINEZ (hereinafter referred to collectively as "Martinez"), and WILLIAM R. EPPES and JOY LEE EPPES (hereinafter referred to collectively as "Eppes");

W I T N E S S E T H:

WHEREAS, in or about June 1971, The Dolphin Company of Oriental, North Carolina recorded a Plat of the "'Seavista Subdivision' Oriental Heights", Blocks "D" and "F", at Book 5, Page 53 in the office of the Register of Deeds of Pamlico County (hereinafter the "Plat"); and,

WHEREAS, the Plat recorded by The Dolphin Company shows that Lots 8 through 22, inclusive, of Block F are each encumbered by a 40 foot wide easement which crosses the rear of each of the lots (except Lots 13 and 14 which are only partially crossed), that it was anticipated that a canal or channel providing access by water for the owners of these Lots to Whittaker Creek would be constructed within this easement and that the total combined width of this easement being shown as 80 feet (hereinafter the "Channel Strip Easement"); and,

RETURNED TO: Dunn, Dunn & Stalter
DATE RETURNED: 8-23-93

WHEREAS, each of the Lots shown on the Plat was made expressly subject to certain "Covenants Running With The Land" which were recorded by The Dolphin Company of Oriental, Inc. at Book 160, Page 577 in the office of the Register of Deeds of Pamlico County; and,

WHEREAS, because of certain environmental restrictions, the Dolphin Company was unable to obtain any permit for, or to construct, the canal or channel shown on the Plat as the Channel Strip Easement; and,

WHEREAS, by October 14, 1983, it had become apparent to the owners of Lots 8 through 21, inclusive, of Block F as shown on the Plat that neither the Dolphin Company nor the owners had utilized the Channel Strip Easement (or any part hereof) for purposes of constructing a canal or channel to Whittaker Creek; and,

WHEREAS, on October 14, 1983, Ray H. Martinez and wife, Inez N. Martinez, owned, and since then have continued to own, both Lot 21 and Lot 22 of Block F of the Seavista Subdivision as shown on the Plat; and,

WHEREAS, on October 14, 1983, Letha R. Eppes owned and, since the death of Letha R. Eppes, William R. Eppes and wife, Joy Lee Eppes, have continued to own Lot 8 of Block F of the Seavista Subdivision as shown on the Plat; and,

WHEREAS, on or about October 14, 1983, a formal written Agreement and Declaration was prepared on behalf of the owners of

Lots 8 through 21 (inclusive) of Block F as shown on the Plat and subsequently, the Agreement and Declaration was signed by said owners (Martinez signed September, 1984) and recorded in Book 228, Page 379 in the office of the Register of Deeds of Pamlico County; and,

WHEREAS, the Agreement and Declaration creates and organizes an Association and provides, among other things, that the restrictions set forth therein would affect and run with the land until January 1, 2004, that the restrictions could be amended at any time after January 1, 1984 by a vote of the then record owners of two-thirds (2/3) of the affected Lots, that the 80 foot wide strip shown on the Plat as the channel (i.e., the Channel Strip Easement) would remain in its present state and provide pedestrian access for these owners to Whittaker Creek, that improvements could be made in accordance with the Agreement and Declaration, that the Association would be formed for the sole purpose of maintaining and improving the Channel Strip Easement, and that the restrictions and agreements set forth in the Agreement and Declaration are intended to create mutual, equitable servitudes upon each of the Lots affected in favor of each and all of the other Lots; and,

WHEREAS, A. Hugh Harris, Jr., Professional Engineer/R.L.S. designed a community pier which was shown on a drawing entitled "Dock Details for Daniel Forman, Jr.", which drawing was last revised on November 11, 1988 (hereinafter the "Community

Pier"), and which drawing was submitted to the State of North Carolina for the issuance of a permit to construct the Community Pier within an area of environmental concern; and

WHEREAS, on or about May 8, 1989, the State of North Carolina issued a Permit to the Association which permitted the construction of the Community Pier within the areas of environmental concern subject to certain conditions more particularly set forth in the Permit; and

WHEREAS, Martinez, as owner of Lots 21 and 22 of Block F of the Seavista Subdivision as shown on the Plat, objected to the design and proposed construction of the Community Pier, and objected to issuance of the Permit for construction for the Community Pier; and,

WHEREAS, in about October 1990, the Association and Daniel R. Forman, Jr. arranged to have the Community Pier constructed by Foley and Foley Marine Contractors, Inc.; and,

WHEREAS, on about October 9, 1990, upon learning that the Association was undertaking to construct the Community Pier, Martinez, as owner of Lots 21 and 22 of Block F of the Seavista Subdivision as shown on the Plat, commenced a civil action in the Pamlico County Superior Court (bearing Civil Action No. 90-CVS-142) against the Association, Daniel R. Forman, Jr., and Foley and Foley Marine Contractors, Inc. alleging, among other things, that certain riparian rights of Martinez would be irreparably harmed if the proposed Community Pier was constructed and, subsequently, obtained

temporary and provisional injunctive relief restraining the Association, Daniel R. Forman, Jr., and Foley and Foley Marine Contractors, Inc. from proceeding with the construction of the proposed Community Pier during the pendency of this action; and,

WHEREAS, a dispute has arisen between Martinez and Daniel R. Forman, Jr. and the Association regarding the right of the Association to construct the proposed Community Pier; and,

WHEREAS, Eppes, as owner of Lot 8 (which, except for Lot 22, is the only lot in Block F of the Seavista Subdivision as shown on the Plat that borders Whittaker Creek), joins in this Settlement Agreement and Mutual Release for purposes of fully and finally resolving any controversy regarding and for purposes of facilitating the construction by the Association of a community pier which is uniformly acceptable to all concerned; and,

WHEREAS, Martinez, Daniel R. Forman, Jr. and the Association, and (for purposes of facilitating a uniformly acceptable resolution of all controversies regarding the construction of the Community Pier) Eppes have decided to avoid costly and protracted litigation by resolving all things and matters in controversy between them regarding the construction of the Community Pier by the Association at water's edge of the Channel Strip Easement in accordance with the provisions set forth herein; and,

WHEREAS, as of November 1, 1992 the following named individuals are all of the Owners of Lots 8 through 22 in Block F

of the Seavista Subdivision as shown on the Plat (hereinafter the "Owners"):

Ray H. Martinez and wife, Inez N. Martinez	Lots 21 and 22
William R. Eppes and wife, Joy Lee Eppes	Lots 8 and 9
Daniel R. Forman, Jr. and wife, Sharon M. Forman	Lot 20
Wolfram W. Umbach and wife, Waltraud W. Umbach	Lot 19
Kenneth Gallant	Lot 18
Gerald Kuster	Lot 17
Otto Freitag	Lot 16
Herbert Shilling	Lot 15
Robert J. Romanello	Lot 14
Richard A. Lampe and wife, Gerda M. Lampe	Lot 13
Frederick A. Peter and wife, Janice L. Peter	Lot 12
Gary Ramsey	Lot 11
William H. Lynn and wife, Candace Lynn	Lot 10

The Owners join in the execution of this agreement in order to confirm and insure that the Covenants contained in this Settlement Agreement and Mutual Release properly affect and run with the land.

WHEREAS, this Settlement Agreement and Mutual Release resolves only the matters which are specifically set forth herein and no other matters.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual premises and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the parties make the following promises:

1. Subject to the terms of this Settlement Agreement and Mutual Release, Daniel R. Forman, Jr. and the Association agree to abandon all plans and contracts relating to the construction of the Community Pier as shown on the drawing titled "Dock Details for Daniel Forman, Jr." which was prepared by A. Hugh Harris, Jr., Professional Engineer - R.L.S., and which was last revised on November 11, 1988.

2. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Daniel R. Forman, Jr. and the Association agree that, except as set forth herein in Paragraph 3, no pier or modification to the pier described in that Paragraph shall be constructed by the Association at the water's edge of the Channel Strip Easement; provided, however, that this provision shall not apply if (while Martinez and Eppes own Lots 8 and 22) Martinez and Eppes, or (after Martinez and Eppes have transferred or conveyed their interest in Lots 8 and 22 to other persons or entities) the then current owner of fee simple title to Lot 22 expressly agrees and consents in writing to any such modification to the pier described in Paragraph 3 and does so in advance of the undertaking of any actual construction activity

relating to any such modification; and provided, further, that notwithstanding anything to the contrary in the Agreement and Declaration (dated October 14, 1983) or this Settlement Agreement and Mutual Release, the provisions regarding the construction and modification of pier which are set forth in Paragraphs 2 and 3 may not be amended or modified unless Martinez (while Martinez owns Lot 22), or the then current owner of fee simple title to Lot 22 (after Martinez has transferred or conveyed their interest in Lot 22 to other persons or entities) expressly agrees and consents in writing to such amendment or modification.

3. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Daniel R. Forman, Jr., the Association, Martinez, and Eppes agree that the Association may construct a pier at water's edge of the Channel Strip Easement for use by members of the Association (and as properly permitted by them) in accordance with the following limitations: This pier shall intersect land at the approximate center of the Channel Strip Easement; the pier shall be constructed and configured generally in an "L" shape, with the bottom or leg of the "L" extending south from that part of the pier farthest from water's edge or in the direction of Lot 8 as shown on the Plat; the pier shall be no wider than 6 feet, uniformly along its length; the length of the leg or bottom of the "L" of the pier extending in the direction of Lot 8 shall not exceed 17' - 6" in length; the pier shall not extend from water's edge (established at the time of mean annual water level)

more than 8 feet at the edge of the leg on the "L" nearest to water's edge nor more than 14 feet at the edge of the leg farthest from water's edge; and, the pier shall be constructed at no higher elevation than the elevation which is equal to the mean or average height accepted by engineers for piers which have been constructed as of the date of this Settlement Agreement and Mutual Release along the East Branch of Whittaker Creek in the area. A diagram showing the approximate location and dimensions of the pier described in this Paragraph is attached as Exhibit A and incorporated herein by reference.

4. Subject to the terms and conditions to this Settlement Agreement and Mutual Release, Daniel R. Forman, Jr., the Association, Martinez, Eppes and the Owners agree that the covenants set forth in Paragraphs 2 and 3 (hereinafter the "Covenants") relating to Lot 22 which encumber Lots 8 through 21, Block F of the Plat shall affect and run with the land and shall be binding on all parties including the Owners until January 1, 2004, and they further agree that the Covenants shall be extended automatically for successive periods of ten years to the same extent and in the same manner as set forth in the Agreement and Declaration dated October 14, 1983.

5. Daniel R. Forman, Jr., the Association, Martinez, and Eppes shall take all necessary action and shall sign and execute all documents required to include Lot 22 of the Seavista Subdivision as shown on the Plat as part of the Association, and except as set forth herein, the owner of Lot 22, including the

present owner (Martinez), shall be governed thereafter with respect to matters for which the Association has been created (including, but not limited to, the use of the Channel Strip Easement) by the provisions of the Agreement and Declaration, and any provisions which are properly adopted by the Association in the future; and provided further that so long as Martinez is living and owns the fee simple title to both Lots 21 and 22 of the Seavista Subdivision as shown on the Plat and Eppes is living and owns fee simple title to both Lots 8 and 9 of the Seavista Subdivision as shown on the Plat, Martinez and Eppes shall be entitled to cast one vote regarding matters relating to the affairs of the Association for each of the Lots owned by them, and Martinez and Eppes each shall be separately treated by the Association for purposes of fees, dues, and assessments as a single owners of one lot each; provided further that Martinez and Eppes shall not be assessed for the cost of construction of the pier described in Paragraph 3; provided further that Eppes and Martinez shall not be assessed for permit costs, for construction application fees, for engineering or design fees, or for any of the legal fees or costs of litigation which may have been incurred by the Association up to and including the date of the execution of this Settlement Agreement and Mutual Release.

6. In exchange for the agreement by Martinez to include Lot 22 as a part of the Association, the Association agrees to grant to Martinez and his heirs, beneficiaries, and assigns an irrevocable right or power to veto any decision or effort by the Association to undertake the construction of any type of pier, improvement or facility (other than the pier outlined in Paragraph

3 above) within the area in the Channel Strip Easement located east of a line which is more particularly described as follows:

> Beginning at a point located in the southern right of way line of Seafarer Drive said point of beginning being located at the Northwestern corner of Lot 21 Block F as the same is shown and delineated on a map or plat of the Sea Vista Subdivision recorded in Map Book 5 at Page 53 in the office of the Register of Deeds of Pamlico County and from said point of beginning being so located running thence along and with the westernmost boundary line of Lot 21 South 14 degrees 29 minutes West 206.96 feet to the Northwestern corner of Lot 8 Block F; and thence along and with the westernmost boundary line of Lot 8 Block F South 20 degrees 32 minutes West 224.04 feet to the right of way line of Skippers Circle.

The veto power described above shall include, without limitation, piers or improvements constructed in the public trust waters of Whittaker Creek.

7. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Martinez and Eppes agree that they shall not in any way interfere with the construction or use by the Association or any of its members of a community pier as set forth in Paragraphs 2 and 3 of this Settlement Agreement and Mutual Release; provided, however, that this provision shall not in any way limit Martinez and Eppes right to vote as members of the Association regarding any matter relating to the affairs of the Association.

8. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Martinez agrees that Martinez shall forthwith remove from the Channel Strip Easement which is shown on the Plat all fencing and other property which has been located on this easement at Lots 21 or 22 which in any way may

interfere with pedestrian access over the Channel Strip Easement or to Whittaker Creek or the pier described herein in Paragraph 3 and, also, agrees not to take any further action with respect to the use of Lots 21 or 22 as shown on the Plat which may interfere with such access.

9. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Forman, the Association, Martinez, and Eppes agree that the Association may install no more than two (2) mooring buoys available for the unrestricted and unlimited use of the Association (and its members and their guests) in the public trust waters in front of the Channel Strip Easement; the Association's mooring buoys are to be located as close to the Easement centerline as practical.

10. The Association, Forman, Martinez and Eppes agree that prior to the commencement of construction of the pier, the Association shall furnish to Martinez and Eppes a copy of its policy of public liability insurance and said policy of insurance must provide coverage for injuries or damages which may occur as a result of the use of the pier described in Paragraph 3.

11. Subject to the terms and conditions to this Settlement Agreement and Mutual Release, Daniel R. Forman, Jr. and the Association, for themselves, their heirs, beneficiaries, successors and assigns, now and forever release, acquit, and discharge Martinez, and Martinez' heirs, beneficiaries, successors and assigns, of and from any and all liability, claims, costs, damages, suits at law or in equity (of whatever nature), arising out of or relating to the use by Martinez of the Channel Strip

Easement at any time prior to execution of this Settlement Agreement and Mutual Release and, in addition, arising out of or relating to matters which precipitated the filing of the civil action (bearing Civil Action No. 90-CVS-142) by Martinez, including (but not limited to) the filing and pursuit of the claims asserted in this action and seeking and obtaining temporary and provisional injunctive relief.

12. Subject to the terms and conditions to this Settlement Agreement and Mutual Release, Martinez, for themselves, their heirs, beneficiaries, successors and assigns, now and forever release, acquit, and discharge Daniel R. Forman, Jr., the Association, and the members of the Association, and their heirs, beneficiaries, successors and assigns, of and from any and all liability, claims, costs, damages, suits at law or in equity (of whatever nature), arising out of or relating to the creation or governance of the Association any which relate to actions that have occurred prior to the execution of this Settlement Agreement and Mutual Release, to the use by Daniel R. Forman, Jr., the Association, or members of the Association of the Channel Strip Easement at any time prior to execution of this Settlement Agreement and Mutual Release and, in addition, arising out of or relating to matters which precipitated the filing of the civil action (bearing Civil Action No. 90-CVS-142) by Martinez.

13. Subject to the terms and conditions of this Settlement Agreement and Mutual Release, Martinez and the Association agree to instruct their respective attorneys of record forthwith to sign and file the Stipulation of Dismissal, a copy of

which is attached as Exhibit B, dismissing, WITH PREJUDICE, all claims and counterclaims asserted in connection with the civil action which has been commenced in Pamlico County Superior Court and bears Civil Action No. 90-CVS-142.

14. The parties acknowledge and agree that if the provisions set forth in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 inclusive, of this Settlement Agreement and Mutual Release are breached, there will be no adequate remedy at law and that, if a party adversely affected by an alleged breach can establish that a breach has occurred and otherwise satisfy all necessary legal and equitable conditions precedent to issuance of injunctive relief, that party shall be entitled to injunctive relief which is tailored to preventing a prospective and continuing breach of the provisions set forth in these Paragraphs.

15. The parties acknowledge and agree that if any provisions set forth in this Settlement Agreement and Mutual Release is determined by a court of competent jurisdiction to be invalid for any reason, then the invalid provision shall be treated as if stricken from this Settlement Agreement and Mutual Release and all remaining provisions shall continue thereafter to operate with full force and effect.

16. The parties acknowledge that this Settlement Agreement and Mutual Release, and the terms provided herein, have been duly and properly approved by the Association.

17. The parties acknowledge that this Settlement Agreement and Mutual Release is executed for and on behalf of the Association.

18. The parties acknowledge that this Settlement Agreement and Mutual Release sets forth the complete and final understanding between the parties with respect to the matters which are the subject hereof.

19. The parties acknowledge and agree that this Settlement Agreement and Mutual Release is contractual in nature, not a mere recital, and that it shall be construed and interpreted in accordance with the laws of the State of North Carolina.

20. The parties acknowledge and agree that this Settlement Agreement and Mutual Release shall be binding upon and inure to the benefit of the parties' respective legal representatives, heirs, successors, and assigns.

21. The parties acknowledge and agree that this Settlement Agreement and Mutual Release has been carefully read and reviewed and that they know, understand and accept the contents and consequences of the terms contained herein.

22. The parties acknowledge and agree that this Settlement Agreement and Mutual Release shall be executed by countersignature and each party will execute a separate signature page; thereafter, each signature page will be assembled into a complete original Settlement Agreement and Mutual Release.

23. The parties acknowledge and agree that a copy of this Settlement Agreement and Mutual Release shall be recorded in the office of the Register of Deeds of Pamlico County.

IN WITNESS WHEREOF, the parties, acting directly and (to the fullest extent applicable, in their respective representative capacities), have executed this Settlement Agreement and Mutual

Release personally or through their duly authorized representatives, as appropriate, as of the date first above written.

THE CHANNEL STRIP LOT OWNERS' ASSOCIATION

By: _____
Daniel R. Forman, Jr.
President

Attest:

_____
Secretary

SEAL

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Louis B. Earll, a Notary Public in and for said County and State, do hereby certify that William H. Lynn personally appeared before me this day and acknowledged that he is the **Secretary of Channel Strip Lot Owners' Association**, and that by authority duly given, the foregoing instrument was signed in its name by its President, sealed and attested by himself as its Secretary.

WITNESS my hand and seal, this the 15th day of _____, 1993.

NOTARY PUBLIC

Louis B. Earll
Notary Public

My Commission Expires: Feb 28 1998

Ray H. Martinez (SEAL)
Ray H. Martinez
(Owner of Lots 21 and 22)

Inez N. Martinez (SEAL)
Inez N. Martinez
(Owner of Lots 21 and 22)

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Amy H Long, a Notary Public in and for said County and State, do hereby certify that **RAY H. MARTINEZ** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 07 day of February, 1993.

Amy H Long
Notary Public

My Commission Expires: 6-17-96

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Amy H Long, a Notary Public in and for said County and State, do hereby certify that **INEZ N. MARTINEZ** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 22nd day of January, 1992.

Amy H Long
Notary Public

My Commission Expires: 6-17-96

_____ (SEAL)
William R. Eppes
(Owner of Lots 8 and 9)

_____ (SEAL)
Joy Lee Eppes
(Owner of Lots 8 and 9)

STATE OF MASSACHUSETTS
COUNTY OF Norfolk

I, Dorcas B. Quinn, a Notary Public in and for said County and State, do hereby certify that **WILLIAM R. EPPES** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 11th day of January, ~~1992~~. 1993

Dorcas B. Quinn
Notary Public

My Commission Expires: September 26, 1997

STATE OF MASSACHUSETTS
COUNTY OF Bristol

I, Arthur A. Sarkey, a Notary Public in and for said County and State, do hereby certify that **JOY EPPES** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 14th day of January, ~~1992~~. 1993

Arthur A. Sarkey
Notary Public

My Commission Expires: July 29 1994

_____ (SEAL)
Daniel R. Forman, Jr.
(Owner of Lot 20)

_____ (SEAL)
Sharon M. Forman
(Owner of Lot 20)

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B. Eaton, a Notary Public for said County and State, do hereby certify that **DANIEL R. FORMAN, JR.** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 7th day of May, 1993.

Notary Public

My Commission Expires: Feb. 28, 1998

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B. Eaton, a Notary Public for said County and State, do hereby certify that **SHARON M. FORMAN** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 7th day of May, 1993.

Notary Public

My Commission Expires: Feb. 28 1998

_____ (SEAL)
Wolfram W. Umbach
(Owner of Lot 19)

_____ (SEAL)
Waltraud W. Umbach
(Owner of Lot 19)

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Steven B Curtis, a Notary Public for said County and State, do hereby certify that **WOLFRAM W. UMBACH** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 2nd day of March, 1993.

_____
Notary Public

My Commission Expires: 9-6-94

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Steven B. Curtis, a Notary Public for said County and State, do hereby certify that **WALTRAUD W. UMBACH** this day personally appeared before me and acknowledgea the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 2nd day of March, 1993.

_____
Notary Public

My Commission Expires: 9-6-94

BOOK 290 PAGE 903

(SEAL)
Kenneth Gallant
(Owner of Lot 18)

STATE OF ~~NORTH CAROLINA~~ FLORIDA
COUNTY OF BROWARD

I, [illegible], a Notary Public for said County and State, do hereby certify that **KENNETH GALLANT** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 5th day of March, 1993.

Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 27, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

IDENTIFICATION PROVIDED DR License
~~(SWORE OR~~ DID/DID NOT TAKE AN OATH

_____(SEAL)
Gerard Kuster
(Owner of Lot 17)

_____(SEAL)
Spouse, if any

STATE OF NEW JERSEY
COUNTY OF MERCER

I, Maria K. Kavulak, a Notary Public for said County and State, do hereby certify that **GERARD KUSTER** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 21st day of April, 1993.

_____
MARIA K. KAVULAK Notary Public
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires January 9, 1995

My Commission Expires:

STATE OF
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of _____, 199 .

_____
Notary Public

My Commission Expires:_____

Otto V. Freitag (SEAL)
Otto Freitag
(Owner of Lot 16)

Helga B. Freitag (SEAL)
Spouse, if any

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B. Early, a Notary Public for said County and State, do hereby certify that **OTTO FREITAG** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 17th day of April, 1992.

Louis B. Early
Notary Public

My Commission Expires: February 28 1998

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B. Early, a Notary Public for said County and State, do hereby certify that HELGA B. FREITAG this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 17th day of April, 1992.

Louis B. Early
Notary Public

My Commission Expires: February 28, 1998

BOOK 290 PAGE 911

_____(SEAL)
Herbert Shilling
(Owner of Lot 15)

_____(SEAL)
Spouse, if any

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that **HERBERT SHILLING** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 7TH day of MARCH, 1993.

FRANK M. DIX
Notary Public, State of New York
No. 41-4941351
Qualified in Queens County
Commission Expires AUGUST 31, 199

_____
Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ _____ this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of _____, 1992.

_____
Notary Public

My Commission Expires: _____

_____ (SEAL)
Robert J. Romanello
(Owner of Lot 14)

_____ (SEAL)
Spouse, if any

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

I, DANIEL R. LOFTIS, a Notary Public for said County and State, do hereby certify that **ROBERT J. ROMANELLO** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 23rd day of MARCH, 1993.

DANIEL R. LOFTIS
My Commission Expires 4-27-95

_____
Notary Public

My Commission Expires: 4-27-95

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of _____, 1993.

_____
Notary Public

My Commission Expires: _____

_____(SEAL)
Robert J. Romanello
(Owner of Lot 14)

Jacqueline A Romanello (SEAL)
Spouse, if any

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that **ROBERT J. ROMANELLO** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of _____, 1993.

_____
Notary Public

My Commission Expires:_____

STATE OF NORTH CAROLINA
COUNTY OF Yadkin

I, Tamela T. Ingram, a Notary Public for said County and State, do hereby certify that _____ Jacqueline A. Romanello this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 20 day of May, 1993.

OFFICIAL SEAL
Tamela T. Ingram
Notary Public
My Commission Expires: 6-26-96

Tamela T. Ingram
Notary Public

My Commission Expires: 6-26-96

Richard A. Lampe (SEAL)
Richard A. Lampe
(Owner of Lot 13)

Gerda M. Lampe (SEAL)
Gerda M. Lampe
(Owner of Lot 13)

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Joanna M Conner - Edwards a Notary Public for said County and State, do hereby certify that **RICHARD A. LAMPE** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 3rd day of March, 1993. RAL

Joanna M Conner - Edwards
Notary Public

My Commission Expires: 8-27-95

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Joanna M Conner - Edwards, a Notary Public for said County and State, do hereby certify that **GERDA M. LAMPE** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 3rd day of March, 1993. GL

Joanna M Conner - Edwards
Notary Public

My Commission Expires: 8-27-95

_____ (SEAL)
Frederick A. Peter
(Owner of Lot 12)

_____ (SEAL)
Janice L. Peter
(Owner of Lot 12)

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B Earl, a Notary Public for said County and State, do hereby certify that **FREDERICK A. PETER** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th day of March, 1993.

_____
Notary Public

My Commission Expires: February 28 1993

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Louis B Earl, a Notary Public for said County and State, do hereby certify that **JANICE L. PETER** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 18th day of March, 1993.

_____
Notary Public

My Commission Expires: February 28, 1993

Gary Ramsey (SEAL)
Gary Ramsey
(Owner of Lot 11)

_____ (SEAL)
Spouse, if any

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Joanna M Conner, a Notary Public for said County and State, do hereby certify that **GARY RAMSEY** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 26th day of March, 1993.

Joanna M Conner
Notary Public

My Commission Expires: 8-27-95

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ _____ this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the _____ day of _____, 1992.

_____
Notary Public

My Commission Expires: _____

_____ (SEAL)
William H. Lynn
(Owner of Lot 10)

_____ (SEAL)
Candace Lynn
(Owner of Lot 10)

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Joanna M Conner, a Notary Public for said County and State, do hereby certify that **WILLIAM H. LYNN** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 15th day of March, 1993.

_____
Notary Public

My Commission Expires: 8-27-95

STATE OF NORTH CAROLINA
COUNTY OF Pamlico

I, Joanna M Conner, a Notary Public for said County and State, do hereby certify that **CANDACE LYNN** this day personally appeared before me and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 15th day of March, 1993.

_____
Notary Public

My Commission Expires: 8-27-93

NORTH CAROLINA
PAMLICO COUNTY

The foregoing certificates of Notaries Public of said counties and States, 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 Pamlico County, North Carolina, in Book 290, at Page 887.

This the 5th day of August, ~~1992~~ 1993, at 3:34 o'clock P.M.

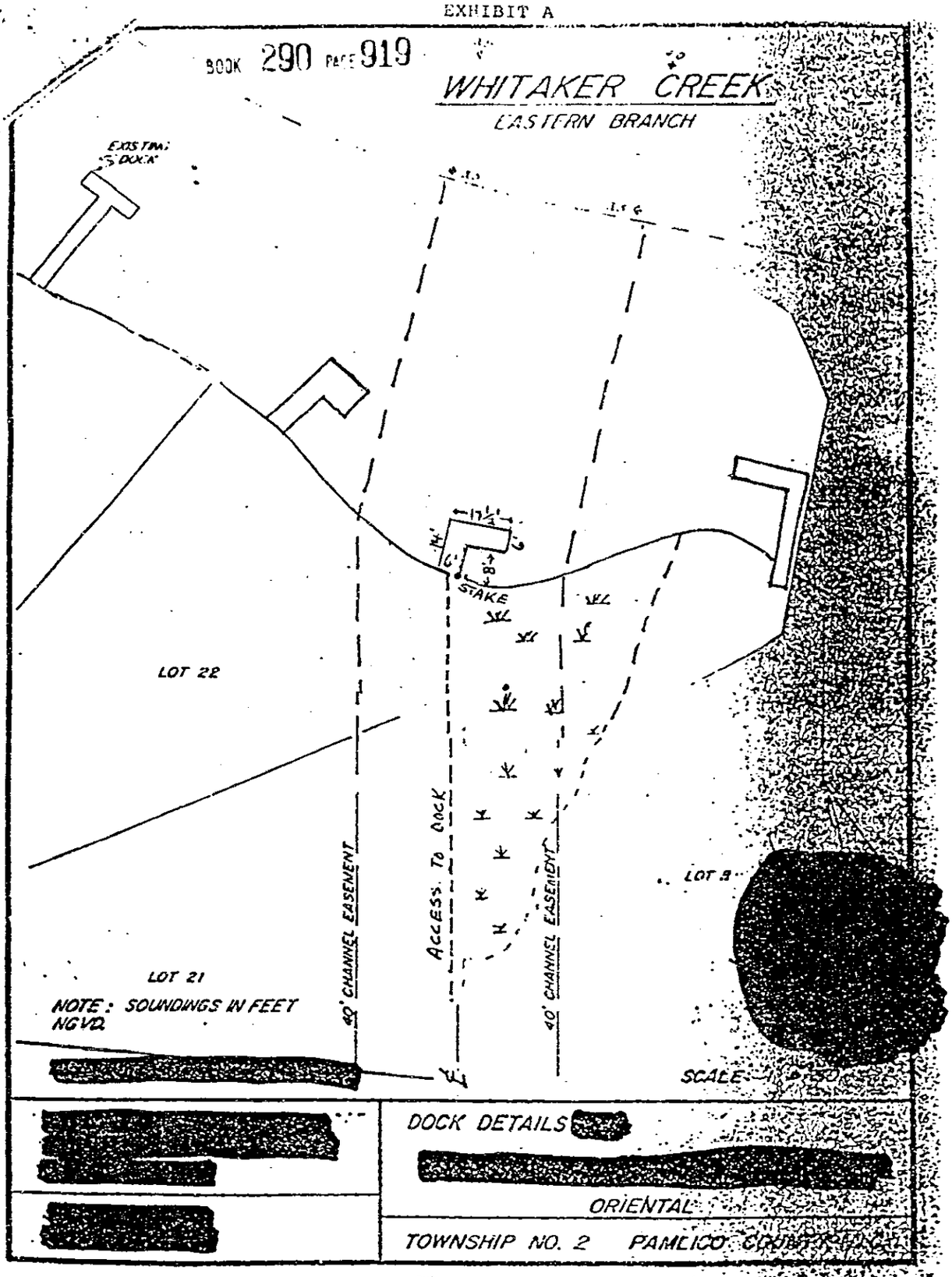
Joyce E. Carawan
Register of Deeds

By: Sue H. Brinson
Deputy Register of Deeds

LOUIS B. EARLY	PAMLICO COUNTY	NC
AMY H. LONG	PITT COUNTY	NC
DORCAS B. OWEN	NORFOLK COUNTY	MA
ALTHEA A. SANKEY	BRISTOL COUNTY	MA
STEVEN B. CURTIS	WAKE COUNTY	NC
MAXINE V. REDDY		FL
MARIA K. KAVULAK		NJ
FRANK M. DIX	QUEENS COUNTY	NY
DANIEL H.LOFTIS	FORSYTH COUNTY	NC
TAMELA T. INGRAM	YADKIN COUNTY	NC
JOANNA M. CONNER	PAMLICO COUNTY	NC

EXHIBIT A

BOOK 290 PAGE 919



[redacted]

DOCK DETAILS [redacted]

[redacted]

ORIENTAL

[redacted]

TOWNSHIP NO. 2 PAMLICO COUNTY, N.C.