

LINE	LENGTH	BEARING
L101	18.31	S89°57'30"W
L102	18.31	S89°57'30"W
L103	18.31	S89°57'30"W
L104	18.31	S89°57'30"W
L105	18.31	S89°57'30"W
L106	18.31	S89°57'30"W
L107	18.31	S89°57'30"W
L108	18.31	S89°57'30"W
L109	18.31	S89°57'30"W
L110	18.31	S89°57'30"W
L111	18.31	S89°57'30"W
L112	18.31	S89°57'30"W
L113	18.31	S89°57'30"W
L114	18.31	S89°57'30"W
L115	18.31	S89°57'30"W
L116	18.31	S89°57'30"W
L117	18.31	S89°57'30"W
L118	18.31	S89°57'30"W
L119	18.31	S89°57'30"W
L120	18.31	S89°57'30"W
L121	18.31	S89°57'30"W
L122	18.31	S89°57'30"W
L123	18.31	S89°57'30"W
L124	18.31	S89°57'30"W

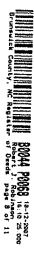
LINE	LENGTH	BEARING
L125	18.31	S89°57'30"W
L126	18.31	S89°57'30"W
L127	18.31	S89°57'30"W
L128	18.31	S89°57'30"W
L129	18.31	S89°57'30"W
L130	18.31	S89°57'30"W
L131	18.31	S89°57'30"W
L132	18.31	S89°57'30"W
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L134	18.31	S89°57'30"W
L135	18.31	S89°57'30"W
L136	18.31	S89°57'30"W
L137	18.31	S89°57'30"W
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L199	18.31	S89°57'30"W
L200	18.31	S89°57'30"W

LINE	LENGTH	BEARING
L201	18.31	S89°57'30"W
L202	18.31	S89°57'30"W
L203	18.31	S89°57'30"W
L204	18.31	S89°57'30"W
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L206	18.31	S89°57'30"W
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L212	18.31	S89°57'30"W
L213	18.31	S89°57'30"W
L214	18.31	S89°57'30"W
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L216	18.31	S89°57'30"W
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L237	18.31	S89°57'30"W
L238	18.31	S89°57'30"W
L239	18.31	S89°57'30"W
L240	18.31	S89°57'30"W

APPROVED
 PLANNED DEVELOPMENT
 SE 7-20
 RIVERSEA
 ZONING DEPARTMENT
 DATE: 10/10/07



CERTIFICATE
 THIS PLANNED DEVELOPMENT APPLICATION FOR LAND
 DEVELOPMENT HAS BEEN REVIEWED AND FOUND TO
 COMPLY WITH THE REQUIREMENTS OF THE ZONING
 ORDINANCE AND THE SUBDIVISION MAP ACT.



RIVERSEA PHASE ONE
 MICHAEL UNDERWOOD
 and ASSOCIATES, PA
 SHEET 8 OF 11

Professional Land Surveyor
 No. 107
 107 Central Drive, Suite C
 Wilmington, North Carolina 28403-1500

RIVERSEA PHASE ONE
 MICHAEL UNDERWOOD
 and ASSOCIATES, PA
 SHEET 8 OF 11

Professional Land Surveyor
 No. 107
 107 Central Drive, Suite C
 Wilmington, North Carolina 28403-1500

DATE: 10/10/07
 SCALE: 1"=100'
 TOWNSHIP: LOCKWOOD T24Y
 COUNTY: WASHINGTON
 DECEDED BY: TNA
 SURVEY: NORTH CAROLINA APPROVED BY: MAU

LEGEND:
 ■ BOUNDARY SURVEY
 ● BOUNDARY SURVEY
 ○ BOUNDARY SURVEY
 ▭ PRESERVATION AREA
 ▨ PRESERVATION AREA

A PORTION OF THIS PROPERTY IS A 1000
 ACRES TRACT OF LAND, MORE OR LESS,
 AS SHOWN ON THE PLAT OF THE
 RIVERSEA PHASE ONE, T24Y, WASHINGTON
 COUNTY, NORTH CAROLINA, FILED FOR
 RECORD IN THE PUBLIC RECORDS OF
 WASHINGTON COUNTY, NORTH CAROLINA,
 BOOK 200, PAGE 100.

GRAPHIC SCALE: 1"=100'

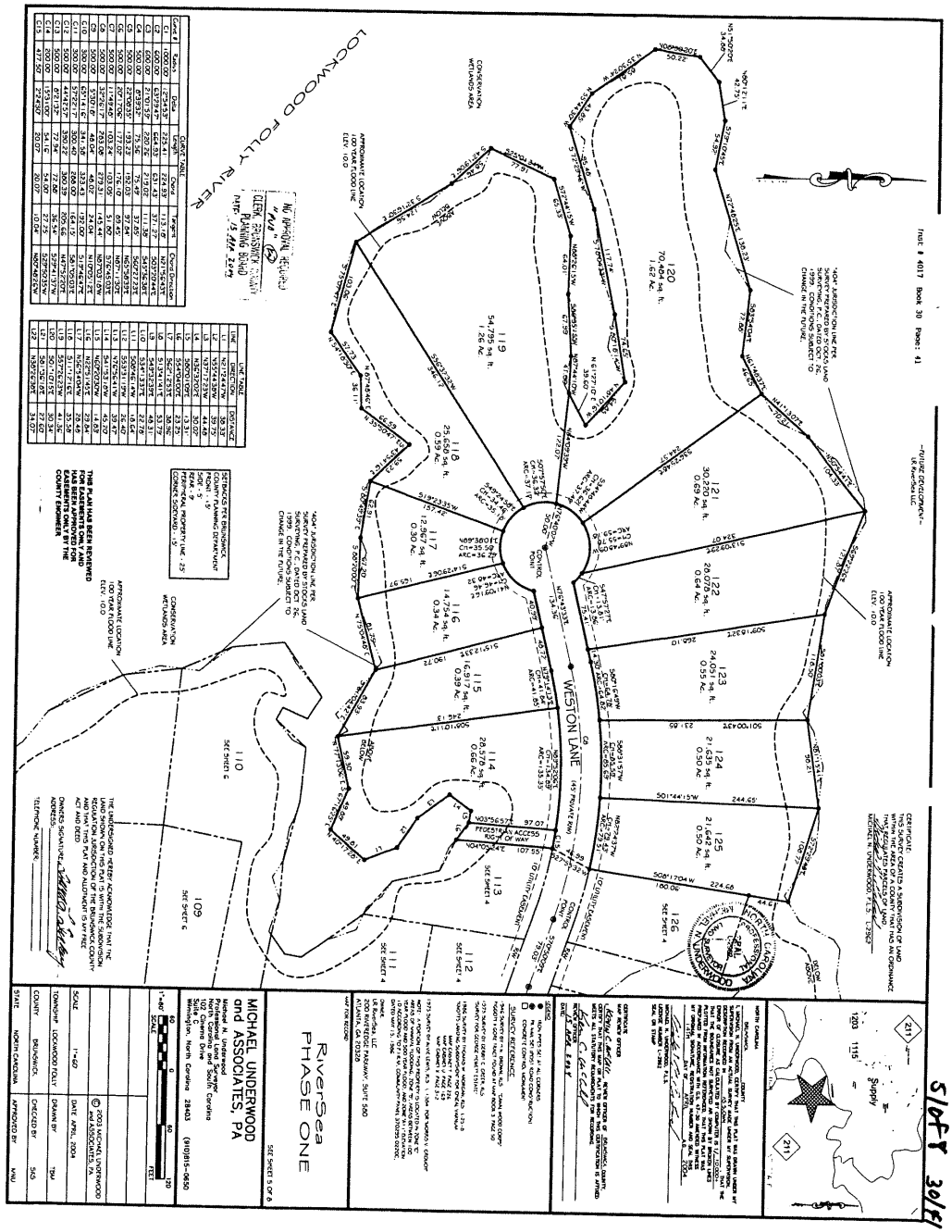
0 100 200 300 400 500

© 2007 MICHAEL UNDERWOOD
 and ASSOCIATES, PA
 DATE: SEPTEMBER 2007
 DRAWN BY: JAC
 CHECKED BY: TNA

8 of 11

44118

Map cabinet 30 page 41 4/15/04 2: F2: 24/Jan 21 20



Lot	Area	Perimeter	Notes
110	28,500 sq. ft.	1,200 ft.	
111	28,500 sq. ft.	1,200 ft.	
112	28,500 sq. ft.	1,200 ft.	
113	28,500 sq. ft.	1,200 ft.	
114	28,500 sq. ft.	1,200 ft.	
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122	28,500 sq. ft.	1,200 ft.	
123	28,500 sq. ft.	1,200 ft.	
124	28,500 sq. ft.	1,200 ft.	
125	28,500 sq. ft.	1,200 ft.	
126	28,500 sq. ft.	1,200 ft.	

Lot	Area	Perimeter	Notes
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122	28,500 sq. ft.	1,200 ft.	
123	28,500 sq. ft.	1,200 ft.	
124	28,500 sq. ft.	1,200 ft.	
125	28,500 sq. ft.	1,200 ft.	
126	28,500 sq. ft.	1,200 ft.	

NOTICE: THE BOUNDARIES OF THE LOTS SHOWN ON THIS MAP ARE BASED ON THE SURVEY DATA AND THE STATE AND FEDERAL RECORDS. THE BOUNDARIES OF THE LOTS SHOWN ON THIS MAP ARE BASED ON THE SURVEY DATA AND THE STATE AND FEDERAL RECORDS.

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Presenter: Smith Moore Ret: 15
Total: 35 Rev: 15
Ck #: 709 Ck #: 123
Cash \$ _____ Finance _____
Original _____
Document or _____
Instrument _____

Prepared by and return to:
Smith Moore LLP
300 N. 3rd Street, Suite 301
Wilmington, North Carolina 28401

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

**CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT**

THIS CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Agreement") is entered in to this 9 day of January, 2008, by and between LR RiverSea LLC, a Georgia limited liability company, ("Grantor"), and Frank Trimboli ("Grantee"). 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, Grantor's interest in certain property located in Brunswick County, North Carolina, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("Grantor's Property"), was conveyed via a deed dated March 26, 2004 and recorded in Book 1915, Page 1200 of the Brunswick County Register of Deeds; and

WHEREAS, Grantee is the fee simple owner of certain property located immediately adjacent to and adjoining Grantor Property, and more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Grantee's Property"); and

WHEREAS, Grantor has agreed to grant to Grantee certain easements over the Grantor's Property for the purpose of Grantee's construction and use of a dock to be located upon Grantor's Property along the Lockwood Folly River (the "Dock") and right of ingress, egress and regress thereto.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Access Easement:** Grantor does hereby remise and release and forever quitclaim unto Grantee, for the benefit of Grantee, its successors and assigns, invitees, employees, agents, contractors, licensees, and tenants an easement on, over, and upon Grantor's Property described on **Exhibit A** attached hereto and incorporated herein by reference (the "Easement Area") for ingress, egress, and regress, and specifically for the free and unobstructed movement of Grantee over the Easement Area for use of the Dock ("Access Easement").

2. **Construction Easement:** Grantor does hereby remise and release and forever quitclaim unto Grantee, for the benefit of Grantee, its successors and assigns, invitees, employees, agents, tenants, contractors and licensees, an easement ("Construction Easement") on, over, and upon the Easement Area, from time to time, for the construction of the Dock and any other related improvements (the "Easement Improvements"). Prior to the commencement of construction, Grantee shall obtain all necessary governmental permits and Grantee shall provide written notice to Grantor advising Grantor of same.

3. **Maintenance:** Grantee, its successors and assigns, shall maintain the Easement Area and the Easement Improvements in good repair and condition commensurate with a first-class residential dock facility. Grantor shall have no maintenance obligations with respect to the Easement Area, Easement Improvements, and the Access Easement. In the event Grantee fails to perform such maintenance, repair, and replacement obligations as described above, then Grantor shall give Grantee written notice specifying in detail the nature of such failure, and if Grantee has not commenced correction of such failure within thirty (30) days from receipt of such notice or does not diligently pursue the correction of the same at all times after the commencement of action to correct the same, then Grantor, its agents, successors, or assigns, shall have the right to perform such correction, and Grantee shall immediately pay the Grantor the reasonable costs for doing such work within fifteen (15) days after submission of an invoice for such work to Grantee. Notwithstanding anything contained herein to the contrary, under no circumstances shall Grantor be obligated or required to perform any or all of the maintenance, repair, or replacement obligations of Grantee as set forth herein.

4. **Restoration:** Promptly following any construction, maintenance, or other disturbance of the Easement Area and the Access Easement, the party performing such construction, maintenance, or other disturbance shall remove all debris, excess soil and rock, grade, mulch, or resow grass on all disturbed earth to their original condition in accordance with and to the extent permitted by applicable local, state and federal rules, regulations and ordinances.

5. **Indemnification:** Grantee and its successors and assigns, and any future holders of the easement rights granted herein agree to indemnify, defend, save, and hold harmless Grantor and its successors and assigns, and all current and future owners of Grantor's Property, or any part thereof, from and against any and all losses, liabilities, costs (including reasonable attorneys' fees), expenses, penalties, judgments, claims and damages of every kind or character arising out of or in connection with the negligence of Grantee, its successors and assigns, agents, employees, invitees, licensees, tenants and contractors with respect to any use or other activities on or about the Easement Area and Easement Improvements, except to the extent such losses are caused by the negligence or willful misconduct of Grantor or its successors and assigns, agents, employees or contractors.

6. **No Rights in Public:** Neither this instrument nor the recordation hereof are intended to, and neither shall be construed to, create any rights, easements, or privileges in the public generally by dedication or otherwise in and to the easements granted herein or any portions thereof. The Easement Area, Access Easement and Construction Easement shall be exclusively for the benefit of Grantee, its successors and assigns, invitees, employees, agents, contractors, licensees, and tenants.

7. **Modification:** This Agreement may not be modified except by written agreement executed by Grantor and Grantee or their successors in interest.

8. **Notices:** All notices, consents, and other communications must be written (except for emergencies, where oral notice followed promptly by written notice is enough) and sent by certified mail (return receipt requested) or hand-delivered. Mailed communications must be addressed as follows (as that address may be changed by the addressee from time to time):

Grantor: LR RiverSea, LLC
5323 Millenia Lakes Blvd., Suite 300
Orlando, Florida 32839

Grantee: Frank Trimboli
1804 Dellabrooke Farm Lane
Brookeville, Maryland 20833

9. **Compliance with Laws:** Grantee shall at all times comply with all applicable laws, including but not limited to, all local, state and federal rules, regulations and ordinances with regard to the Easement Area.

10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

11. **Easements Run With the Land:** All of the easements, restrictions, provisions, agreements, rights, powers, covenants, conditions, and obligations contained in this Agreement shall be binding upon grantor and Grantee, their successors and assigns, and all other persons acquiring any interest in either Grantor's Property or Grantee's Property, whether by operation of law, or by assignment, or in any manner whatsoever, and shall inure to the benefit of the owners' respective properties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

12. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

LR RiverSea, LLC,
a Georgia limited liability company

By: Land Resource Group, Inc.,
Its Manager

By: [Signature] (SEAL)
John C. Alvarez
Executive Vice President

STATE OF FL
COUNTY OF ORANGE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: John C. Alvarez as Executive Vice President of Land Resource Group, Inc.

Date: JAN 07, 2008

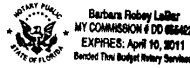
Barbara Robey LeBar
[Notary's signature as name appears on seal]



Barbara Robey LeBar
[Notary's printed name as name appears on seal]

My commission expires: APR 10, 2011

[Affix Notary Seal in Space Above]





B2738 P0846 02-06-2009
15:17:28.016
Robert J. Robinson
Brunswick County, NC Register of Deeds page 6 of 8

GRANTEE:

Frank T. Trimboli (SEAL)
Frank Trimboli

STATE OF Maryland
COUNTY OF Montgomery

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he signed the foregoing document: Frank Trimboli

Date: November 2nd, 2007

[Signature]
[Notary's signature as name appears on seal]

William Blewett Worthy
[Notary's printed name as name appears on seal]

My commission expires: July 1, 2009

[Affix Notary Seal in Space Above]

William Blewett Worthy
Notary Public
Montgomery County
State of Maryland
Commission Expires 7-1-2009



EXHIBIT "A"

Being a portion of that certain real property lying and being in or near RiverSea Plantation, Phase One, in Brunswick County, North Carolina, and being more particularly described on a survey entitled " RiverSea-Phase One-Riparian Areas" by Michael N. Underwood and Associates, PA, dated September, 2005 as "Riparian Area Associated with Lot 117" and as follows:

Beginning at the southwest corner of Lot 117, Phase One, RiverSea Plantation, according to the plat thereof recorded in Map Cabinet 30, at Page 41, in the Office of the Register of Deeds for Brunswick County, North Carolina, being the Point of Beginning, thence South 55 degrees, 49 minutes, 02 seconds West 664 +/- feet along the Riparian Line along the western boundary line of the Riparian Area to the mean high-water mark of the Lockwood Folly River, thence following the mean high-water mark of the Lockwood Folly River to the corner of the Riparian Area, thence North 55 degrees, 55 minutes, 55 seconds East 749 +/- feet along the Riparian Line along the eastern boundary line of the Riparian Area to a point, thence North 88 degrees, 20 minutes, 00 seconds West 67.20 feet along the boundary line of Lot 117 to a point, thence North 80 degrees, 49 minutes, 39 seconds West 62.91 feet to the Point of Beginning.

 B2738 P0848 02-06-2008
Brunswick County, NC Register of Deeds page 8 of 8
Robert J. Robinson 15:17:29.01E

EXHIBIT "B"

BEING all of Lot 117, Phase One, RiverSea Plantation Subdivision, as same is shown on a map thereof recorded in Map Cabinet 30, Page 41, in the Office of the Register of Deeds of Brunswick County, North Carolina.