



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

January 8, 2007

N. C. Dept. of Environment and Natural Resources
Division of Coastal Management-Wilmington District
127 Cardinal Drive Ext.
Wilmington, NC 28405-3845

Attention: Jim Gregson
District Manager

Subject: **Amended application for CAMA Major permit for Second Bridge to Oak Island**, Brunswick County, State Project No. 8.2231201, Federal Aid No. STP-1105(6), TIP R-2245, WBS Element 34407.1.1, Brunswick County.

Dear Mr. Gregson:

On August 30, 2006 the North Carolina Department of Transportation (NCDOT) submitted an application to construct a roadway on new location in Brunswick County, known as the second bridge to Oak Island. The NCDOT would like to submit the following information to supplement the previously submitted application. Included in this letter is the following: (1) a copy of the MOU between NCDOT, FHWA, USEPA, and NCDENR, (2) a copy of signed Agreements between NCDOT and adjacent landowners regarding acquisition of conservation easements (3) revised permit drawings, (4) and a set of revised half size roadway plans.

Summary of Current Access Point History and Location

The following project commitments regarding control of access were agreed to by the merger team during concurrence point 4A meeting on November 19, 2003 and were included in the Final Environmental Impact Statement dated April 30, 2004.

- The project will have two access points between NC 211 and the new bridge over the AIWW. The northern access point (ACC 3) will be located approximately 5,700 feet from the southern right-of-way of NC 211. ACC 3 will be a right-in/right-out only intersection on the eastern side with no break in the median. The southern access points (ACC 1 and ACC2) will be located as close to the northern terminus of the bridge over the AIWW as allowed by NCDOT design standards. These access points will be located to avoid additional wetland impacts within the NCDOT right-of-way.
- Access control will be extended for a distance of 1,500 feet along the two access roadways. A continuous fence along the roadway will also reflect control of access.

On April 11, 2006 a revised Concurrence Point 4A Merger Meeting was held at the Highway Building. The following revisions to project commitments regarding control of access were agreed upon by the Merger Team.

- Provide full control of access from NC 211 to the Intracoastal Waterway, except at the following street access points: -L- Station 79+50 (Full Movement, ACC 1 and 2), -L- Station 191+45 (Right-in/Right-out Only, ACC 3), and approximately -L- Station 151 +55 (Right-in/ Right-out Only, ACC 4). NCDOT will redesign the western access point from -L- Station 79+50 to allow the landowner to connect to the access without incurring additional stream and wetland impacts. NCDOT will provide rationale for the western access. If this cannot be accomplished, this western access point will be eliminated. During this meeting the NCDOT informed the Merger team that the control of access on ACC 3 will be shortened. The control of access reflected on the final design plans is approximately 1,000 feet long.
- Maintain Control of Access by the following:
 1. The Control of Access on the NCDOT plans will be designated as "Special Control of Access" with a unique symbol, legend and note.
The road plans have been labeled with the special designation, "No Revisions shall be made to the Control of Access without approval of NCDOT, FHWA, USEPA and NCDENR per Agreement and USACE per Permit Condition."
 2. A Memorandum of Understanding (MOU) between NCDOT, USEPA, NCDENR, and FHWA will be executed. The memorandum will stipulate that any future break in the control of access would require the agreement of all the signatory parties.
The NCDOT has circulated a copy of the MOU to the signatory parties. On final approval, the signatory parties will sign the MOU.
 3. A special condition will be added to any USACE permit that would perpetually prohibit any future break in the control of access without modification of the permit.
Per discussions between the USACE and NCDOT, this commitment is no longer essential.

Following the April 11, 2006 Merger meeting the NCDOT developed the following course of action related to ACC2, the western access point to MAS properties. The NCDOT will eliminate ACC2 from the roadway plans and the permit drawings. Due to the fact there has been previous coordination, public involvement, and the roadway plans have shown an access point to this property, the MOU provides for a future access point to be reserved at the ACC2 location.

It should be noted that the future access point will be relocated from 73+15 to approximate L-Sta. 72+65 (90°Lt.). The future location of the access point has been relocated to the upland area on MAS Properties, LLC to eliminate wetland impacts.

The process for granting the reserved break in the control of access at ACC2 to MAS will be as follows:

The MAS Properties, LLC property owner will obtain a written agreement from the US Army Corps of Engineers (USACE) that the access point will not create a conflict with or compromise the Yellowbanks Environmental Assessment that was issued in June 2005. After obtaining the USACE agreement, the property owner will request a break in the control of access from the NCDOT. MAS Properties, LLC will have to donate 100 feet of right of way width along the potential access

roadway for a length of approximately 500 feet from the western edge of the mainline right of way for the Second Bridge to Oak Island project. This right of way will also consist of control of access limits along both sides of the potential access roadway for a distance of approximately 500 feet. After receipt of the written agreement from the USACE, and the donation of the right of way and control of access limits, the NCDOT will grant approval of the access point. The break in the control of access will not be subject to an enhancement fee.

A meeting between NCDOT and the USACE Navigation Branch was held on September 28, 2006 regarding crossing of land on which the USACE holds a perpetual easement for maintenance of the AIWW. During the meeting the USACE informed the NCDOT that construction of the bridge over the AIWW and the mainline roadway through the USACE land is acceptable. However, the USACE informed the NCDOT that construction of ACC 1 across USACE land is not acceptable.

On October 31, 2006, a follow-up meeting was held with NCDOT and the USACE regarding additional alternatives for ACC1 on October 31, 2006. Two additional alternatives to the design and location of ACC1 were discussed. The determination was made that these two additional alternatives were not feasible due to the increase of wetland impacts or because impacts to the USACE land were still too large. Therefore, NCDOT and the USACE determined that the elimination of ACC1 was necessary and a gated driveway that allowed USACE access to the land would be required.

On November 16, 2006 a meeting was held with the merger team regarding changes to ACC3 and ACC1. The team was informed that due to the conflicts mentioned above with the USACE Navigation Branch, ACC 1 will be eliminated. Due to the elimination of this access point the NCDOT requested authorization to modify Access Point 3 from right-in right-out to a full movement median opening access point, if required to meet project commitments and minimize wetland impacts. The merger team agreed to the changes proposed by NCDOT.

Negotiations were finalized with St. James with leftover only movement. However, this design resulted in higher wetland impacts so full movement was included in the final design. Revised design plans and permit drawings that reflect the above mentioned drawings have been included with this letter.

Waters of the U.S.

Permanent wetland impacts at Site 22 have decreased from 1.657 to 1.557 acres and hand clearing impacts have increased from 0.230 to 0.279 acre as a result of changing the right-in, right-out access point to full movement.

Acquisition of Carolina Bays

On November 20, 2006 the NCDOT obtained a signed agreement to place approximately 460 acres within the Williamson Tract into a conservation easement. When the conservation easement for the Williamson Tract is signed, the NCDOT will grant the access point at Station 151+55. On December 22, 2006 the NCDOT obtained a signed agreement to place approximately 400 acres within the St. James Tract into a conservation easement.

Copies of the signed agreements between NCDOT and adjacent landowners regarding acquisition of conservation easements are included with this letter. Copies of the easement documents that will be signed when surveys are finalized are also included with this letter.

Memorandum of Understanding

A copy of the final Memorandum of Understanding regarding the control of access between the NCDOT, FHWA, the EPA and NCDENR is included with this letter.

REGULATORY APPROVALS

CAMA: Application is hereby made for a CAMA Major Development Permit.

Section 401: NCDOT has applied for a Clean Water Act Section 401 Water Quality Certification under separate cover.

Section 404: NCDOT has applied for a Clean Water Act Section 404 Individual Permit under separate cover.

US Coast Guard: In a separate application, NCDOT requested approval from the US Coast Guard for the construction of the bridge over the ICWW.

Thank you for your assistance with this project. If you have any questions or need any additional information about this project, please contact Brett Feulner at (919) 715-1488.

Sincerely,



for Gregory J. Thorpe, Ph.D., Environmental Management Director
Project Development and Environmental Analysis Branch

GJT/bmf

cc w/out attachment

Mr. Travis Wilson, NCWRC
Mr. Ronald Mikulak, USEPA-Atlanta, GA
Mr. Clarence Coleman, FHWA
Mr. Gary Jordan, USFWS
Mr. Ron Sechler, NMFS
Mr. Michael Street, NCDMF
Mr. Steve Sollod, NCDOT
Mr. Mason Herndon, Division 3 Environmental Officer
Mr. Jay Bennett, P.E., Roadway Design
Mr. Joseph Qubain, P.E., Planning Engineer
Mr. Art McMillan, P.E., Highway Design

Ms. Kathy Matthews, USEPA
Mr. Allen Pope, P.E., Division 3 Engineer
Mr. Greg Perfetti, P.E., Structure Design
Mr. Mark Staley, Roadside Environmental
Dr. David Chang, P.E., Hydraulics
Mr. Scott McLendon, USACE, Wilmington
Mr. Dave Timpy, USACE
Mr. Carl Goode, NCDOT- HEU
Mr. Todd Jones, External Audit Branch
Mr. Majed Alghandour, Programming and TIP
Mr. John Hennessy, DWQ

MEMORANDUM OF UNDERSTANDING

Among the

THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

THE FEDERAL HIGHWAY ADMINISTRATION

and

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

and

THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

This Memorandum of Understanding (“MOU”) is made on the last day entered below among the North Carolina Department of Transportation (“NCDOT”), the Federal Highway Administration (“FHWA”), the United States Environmental Protection Agency (“USEPA”), and the North Carolina Department of Environment and Natural Resources (“NCDENR”) (collectively referred to hereinafter as “the Parties”).

GENERAL RECITALS

WHEREAS, the FHWA and NCDOT approved the selected alternative for TIP project R-2245 (hereinafter, “the Project”) as part of the Record of Decision executed by FHWA and NCDOT on October 20, 2004 and November 10, 2004, respectively;

WHEREAS, the approved alternative for the Project is described as widening SR 1105 (Middleton Avenue) between the Atlantic Ocean and the Atlantic Intracoastal Waterway (“AIWW”), constructing a new bridge over Davis Canal and a new high-rise bridge over the AIWW to the mainland, and constructing a roadway on new location from the new high-rise bridge to NC 211 at SR 1500 (Midway Road);

WHEREAS, pursuant to the Merger 01 Process, certain federal and state resource and regulatory agencies participate with NCDOT in the early planning process for select NCDOT projects;

WHEREAS, pursuant to N.C.G.S. §§ 136-18(5), 136-18(29) and 136-93, NCDOT and the Board of Transportation are authorized to issue policies and rules governing the permitting of street and driveway access to State highways;

WHEREAS, pursuant to the Merger 01 process and interagency discussion among the Parties, NCDENR and USEPA have determined that maintaining control of access along portions of the right-of-way of the Project is necessary to minimize indirect effects to wetlands and water quality within the study area, which they believe may result from the Project; and

WHEREAS, NCDOT and the FHWA agree that the control of access limits are important to maintaining the safety, mobility, and operational integrity of the project.

NOW THEREFORE, the Parties agree as follows:

1.0 NCDOT Authority and Procedure. The Parties agree that NCDOT is given the statutory authority to review street and driveway access requests pursuant to N.C.G.S. §§ 136-18(5), 136-18(29) and 136-93, and has an established procedure for determining whether to grant street and driveway access to state highways.

2.0 Project Control of Access Limits and Special Designation.

2.1 Control of Access – Control of access limits subject to the MOU shall begin at the northern terminus of the Atlantic Intracoastal Waterway Bridge (*approximate station –L- 63+00*) and continue to the intersection of the NC 211 southern right of way boundary (*approximate station –L- 248+00*).

2.2 Access Breaks – Three designated access breaks on the mainline will be allowed for access roads. NCDOT may allow the following breaks in access without complying with paragraph 3.0 below:

Access	Centerline of Access Break	East or West of Mainline
Access 2	–L- Station 72+65.00	West
Access 3	–L- Station 192+55.00	East
Access 4	–L- Station 151+55.00	West

The length of control of access along each access road is as shown on the attached Exhibits 2 through 4. It is understood by all parties that the access roads may be longer than what is shown on Exhibits 2 through 4; however, the control of access limits will end at the locations depicted on the Exhibits. The right of way width for each access road identified in the table above shall be 100 feet total, 50 feet on each side of its centerline. The width of the access break will be wider than 100 feet at the mainline, and may be wider than what is shown on the Exhibits, to accommodate sight triangles, or as necessary for safety or traffic engineering reasons. This right of way will have the same special control of access designation as the mainline (see paragraph 2.3 below), and any request for future access breaks will be subject to paragraph 3.0 of this Agreement.

Access 2 is a reserved future access break. All parties agree that NCDOT may allow this break in access, without complying with paragraph 3.0 of this Agreement, subject to conditions established in the permit issued by the United States Army Corps of Engineers for the Project. Access 2 is identified by a note on the NCDOT plans that states: "A future control of access break has been reserved left of -L- Sta. 72+65.00. Any access break at this location shall be in accordance with specific guidelines set forth in the Memorandum of Understanding between NCDOT, FHWA, NCDENR and USEPA and permit conditions prescribed by USACE."

A gate and gravel driveway will be installed east of -L- Station 73+00.00 to allow access by the United States Army Corps of Engineers to property over which the Corps holds an easement.

2.3 Special Designation – NCDOT agrees to provide special designation of the subject Control of Access limits on the NCDOT plans as "Special Control of Access" with a unique symbol and a legend referencing this agreement between the Parties. (See Exhibit 1, Sample Special Control of Access Designation)

NCDOT agrees to include a description of the Control of Access limits in each deed it records for properties that fall within the area described in this paragraph 2.0. NCDOT further agrees that it will contact, in writing, the nine landowners adjacent to the controlled access area from which NCDOT purchased or condemned property for the Project, after their right-of-way claims are finalized, and request that said landowners include deed restrictions on their properties to indicate the Control of Access limits.

3.0 Review of Requests to Break Control of Access. As part of the right-of-way acquired by NCDOT for the Project, NCDOT has also acquired the right to control the access to such right-of-way along portions of the project. Accordingly, it is the intent and desire of NCDOT to maintain the integrity of the roadway facility by retaining the control of access limits described in paragraph 2.0.

3.1 Initial Review and Consideration by NCDOT – If a future request is made to break the existing control of access limits along the Project at any location other than those specified in paragraph 2.2 above, NCDOT agrees to follow the Operating Procedures (hereinafter, "the Procedures") of the NCDOT Right of Way Disposal and Control of Access Committee (hereinafter, "the NCDOT Committee"), except to the extent the Procedures differ from the process described herein. The person applying for the control of access break must first submit a request to the District Engineer, who will gather information about the request and forward it to the Division Engineer. The Division Engineer may deny the request. If the Division Engineer does not deny the request, the request shall be forwarded to the Chairperson of the NCDOT Committee. The NCDOT Committee will review the request. If the NCDOT Committee does not deny the request, the request shall be forwarded to the NCDOT State Highway Administrator, the Division Administrator of the FHWA, the Deputy Regional

Administrator of the USEPA, and the Chief Deputy Secretary for NCDENR (collectively referred to hereinafter as the "Parties' Executives").

3.2 FHWA, USEPA and NCDENR Consideration – Once the request has been transmitted to the Parties' Executives, the NCDOT State Highway Administrator, or his designee, will initiate a meeting among the Parties' Executives, or their designees, to review the request. The Parties' Executives will consult and discuss the control of access break request. Any objection by NCDENR or USEPA to the control of access break request will be based upon their respective agency's expertise and consistent with impact avoidance and minimization purposes, and must be presented in writing to the other Parties' Executives. All Parties agree that in order for a break in the control of access to be approved, all Parties must concur and each Party must document concurrence in written form. NCDOT will notify the requesting party of the approval or denial of the request for a break in the control of access.

4.0 Notices. All notices required under this MOU shall be in writing and sent via U.S. Mail, postage pre-paid, by national courier service or hand delivered to the addresses set out below. Notice shall be deemed delivered and given when mailed, if mailed, or when delivered by hand or by courier, upon receipt.

Notice to NCDOT

State Highway Administrator
1536 Mail Service Center
Raleigh, NC 27699-1536

Notices to FHWA

Division Administrator, NC Division
310 New Bern Avenue, Suite 410
Raleigh, NC 27601-1418

Notices to USEPA

Deputy Regional Administrator
USEPA Region 4
61 Forsyth Street
Atlanta, Georgia 30303-8960

Notices to NCDENR

Chief Deputy Secretary
1601 Mail Service Center
Raleigh, NC 27699-1601

5.0 Amendments. This Agreement may be amended only by mutual agreement of the Parties. All amendments must be in writing and executed by all Parties.

6.0 Termination. This MOU may be terminated upon written agreement of the Parties.

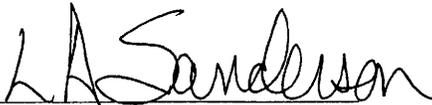
7.0 Severability and Survival. If any of the provisions contained in this MOU are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

8.0 Funding. Nothing in this Agreement obligates any of the parties to pay any monies to any other party to this Agreement. In the event that a party to this Agreement enters into a contract, grant or Interagency Agreement with another party to this Agreement, the validly executed contract, grant or Interagency Agreement shall control the disbursement of any funding, the applicable scope of work and the resolution of any disputes involving the contract, grant or Interagency Agreement.

9.0 Authorities. No Provision or requirement in this Agreement shall affect or otherwise alter any of the delegated legal authorities of any of the signatory agencies.

This Agreement shall be effective on the date of the last signature below.

IN WITNESS WHEREOF, the Parties have each executed this Agreement, this the _____ day of _____, 2006.



Len Sanderson
NCDOT, State Highway Administrator

12-20-06
Date

John Sullivan, III
FHWA, Division Administrator

Date

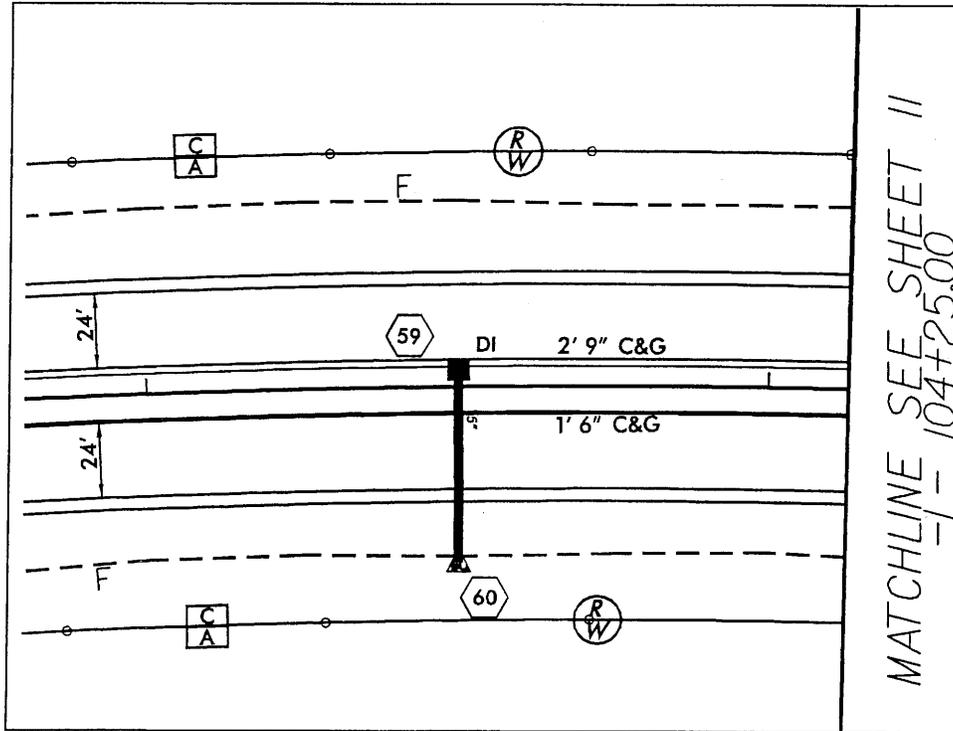
A. Stanley Meiburg
USEPA, Deputy Regional Administrator

Date

Dempsey Benton
NCDENR, Chief Deputy Secretary

Date

EXHIBIT 1



C/A **SPECIAL CONTROL OF ACCESS DESIGNATION.**
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA, AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

EXHIBIT 2

FUTURE RESERVED CONTROL OF ACCESS CORRIDOR ACCESS ROAD # 2 (ACC2)

SPECIAL CONTROL OF ACCESS DESIGNATION

NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

NON-JURISDICTIONAL BORROW POND

INTRACASTAL RIGHT-OF-WAY OF PERPETUAL EASEMENT

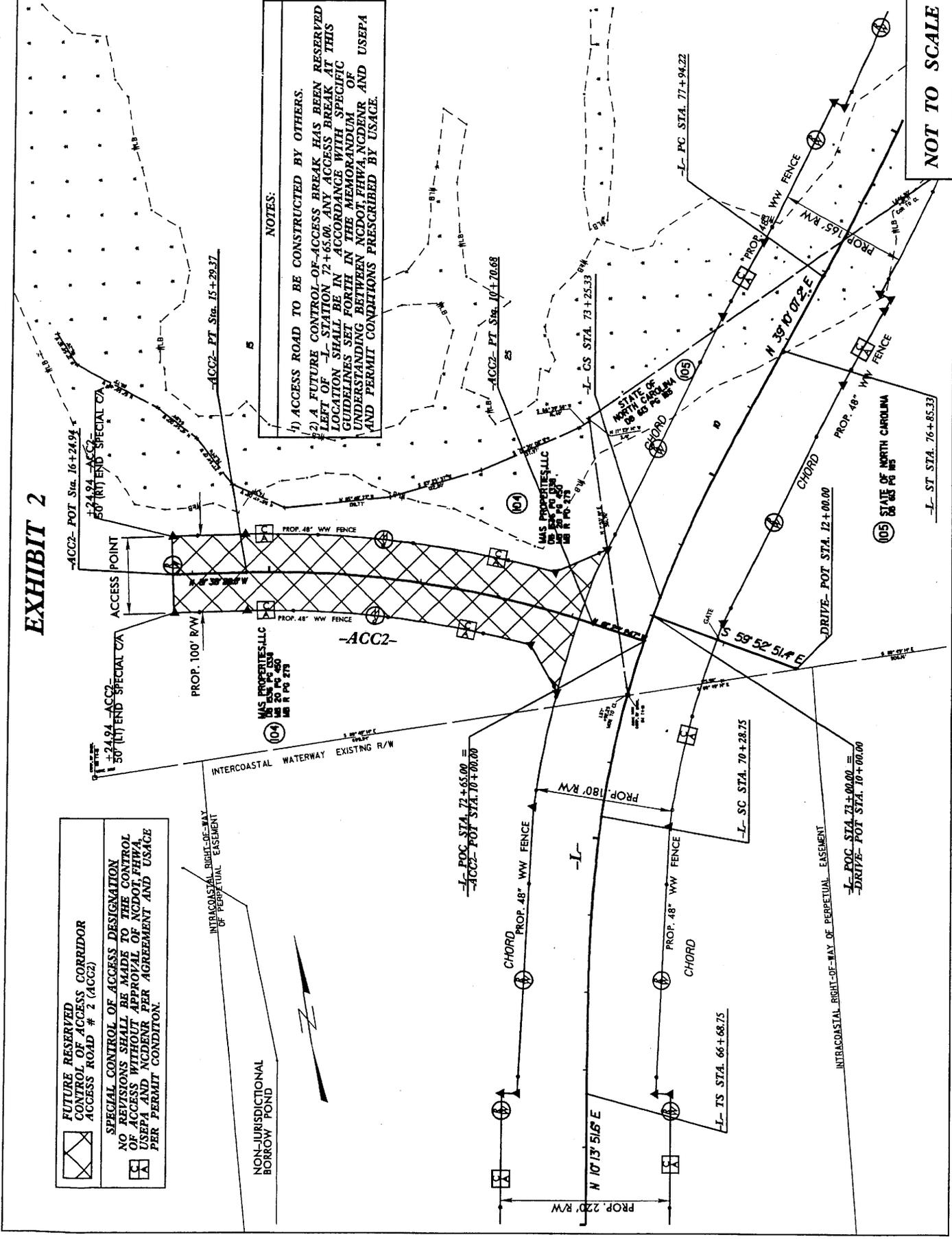


NOTES:

1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.

2) A FUTURE CONTROL-OF-ACCESS BREAK HAS BEEN RESERVED LEFT OF -L- STATION 72+65.00. ANY ACCESS BREAK AT THIS LOCATION SHALL BE IN ACCORDANCE WITH SPECIFIC GUIDELINES SET FORTH IN THE MEMORANDUM OF UNDERSTANDING BETWEEN NCDOT, FHWA, NCDENR AND USEPA AND PERMIT CONDITIONS PRESCRIBED BY USAGE.

NOT TO SCALE



-ACC2- POT STA. 16+24.94

50' (17') END SPECIAL EA

+24.94 -ACC2-

50' (17') END SPECIAL EA

-ACC2- POT STA. 15+29.37

MAS PROPERTIES LLC
12.5 AC PC 250
12.5 AC PC 278

-ACC2-

-L- POC STA. 72+65.00 =
-ACC2- POT STA. 10+00.00

CHORD PROP. 48\"/>

PROP. 180' R/W

-L- SC STA. 70+28.75

-L- TS STA. 66+68.75

INTRACASTAL RIGHT-OF-WAY OF PERPETUAL EASEMENT

-L- POC STA. 73+00.00 =
-DRIVE- POT STA. 10+00.00

(105) STATE OF NORTH CAROLINA
88 AC PG 185

-L- ST STA. 76+85.33

-L- PC STA. 77+94.22

-L- CS STA. 73+25.33

-ACC2- PT STA. 10+70.68

PROP. 48\"/>

PROP. 165' R/W

PROP. 48\"/>

S 59° 52' 51.4\"/>

DRIVE- POT STA. 12+00.00

CHORD

PROP. 48\"/>

STATE OF NORTH CAROLINA
88 AC PG 185

-L- ST STA. 76+85.33

PROP. 220' R/W

N 10° 13' 51.6\"/>

PROP. 48\"/>

CHORD

PROP. 48\"/>

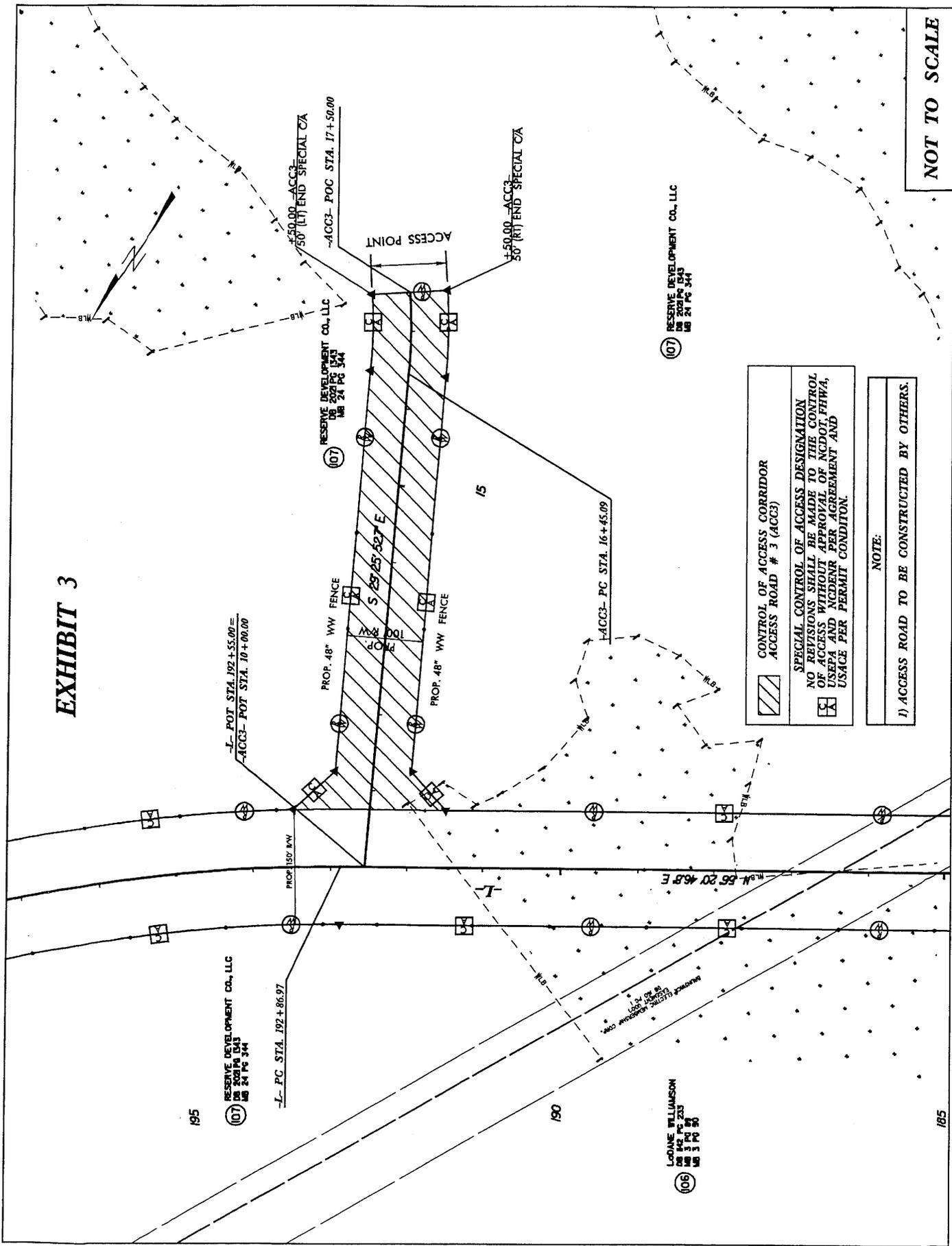
CHORD

PROP. 48\"/>

STATE OF NORTH CAROLINA
88 AC PG 185

-L- ST STA. 76+85.33

EXHIBIT 3



195

(07) RESERVE DEVELOPMENT CO., LLC
 DB 2001 PM 1243
 MB 24 PG 344

-L- PC STA. 192+86.97

-L- POT STA. 192+55.00=
 -ACC3- POT STA. 10+00.00

PROP. 48" WW FENCE

PROP. 48" WW FENCE

ACCESS POINT

+50.00 -ACC3
 50' (LT) END SPECIAL CA

+50.00 -ACC3
 50' (RT) END SPECIAL CA

(07) RESERVE DEVELOPMENT CO., LLC
 DB 2001 PM 1243
 MB 24 PG 344

(07) RESERVE DEVELOPMENT CO., LLC
 DB 2001 PM 1243
 MB 24 PG 344

-ACC3- PC STA. 16+45.09

(06) LORRAINE WILLIAMSON
 DB 142 PG 233
 MB 3 PG 50

190

185

CONTROL OF ACCESS CORRIDOR
 ACCESS ROAD # 3 (ACC3)

SPECIAL CONTROL OF ACCESS DESIGNATION
 NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

NOTE:
 1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.

NOT TO SCALE

EXHIBIT 4

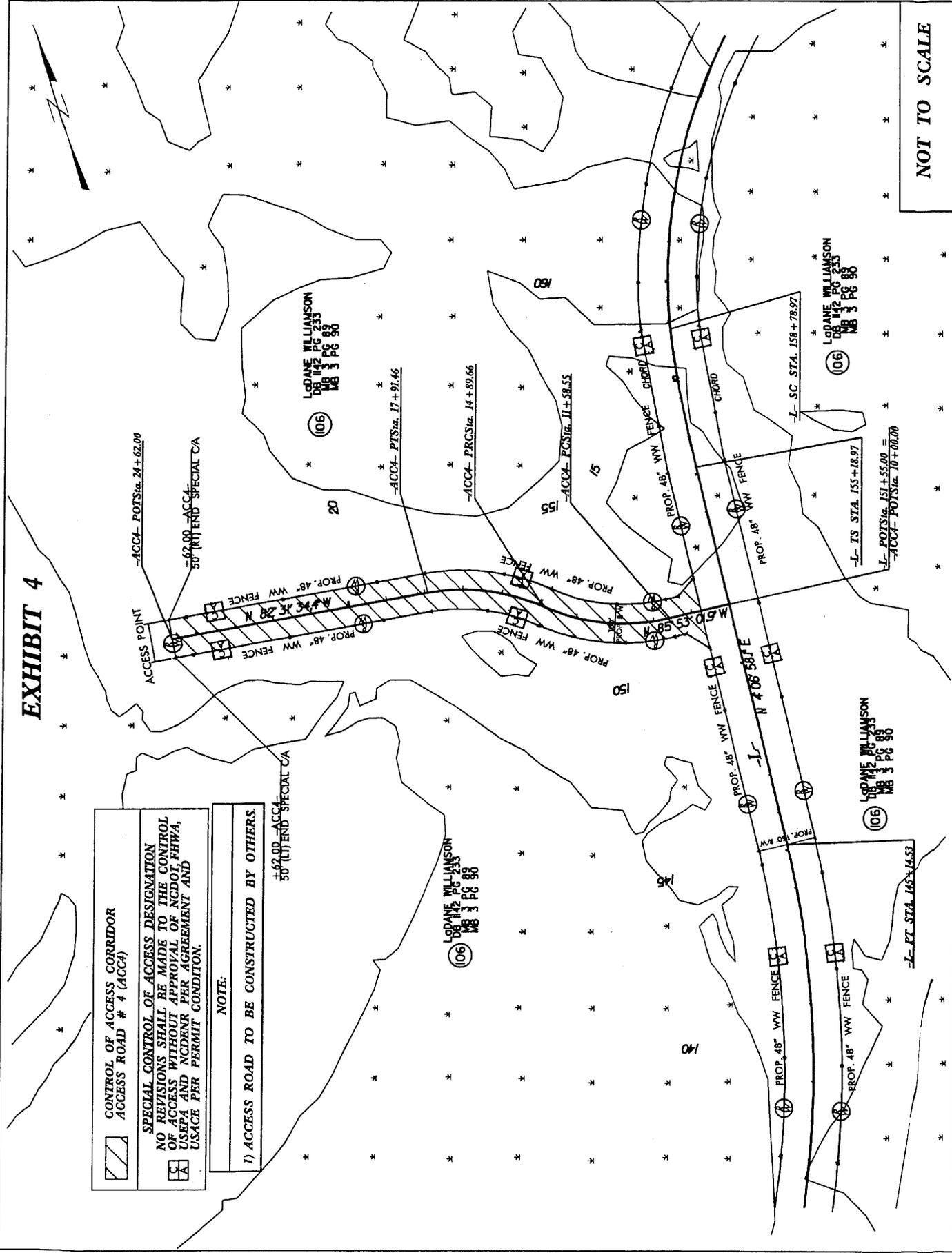
 CONTROL OF ACCESS CORRIDOR
ACCESS ROAD # 4 (ACCA)

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

 A

NOTE:
1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.

±62.00 ACCA
50' (RT) END SPECIAL CA



NOT TO SCALE

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

This AGREEMENT (hereinafter, "Agreement") is entered into this 22nd day of December, 2006, by and between RESERVE DEVELOPMENT CO., LLC (hereinafter, "RDC"), and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter, "NCDOT").

WITNESSETH:

WHEREAS, RDC acquired certain real property more particularly described in Deed Book 2021, Page 1343, and Deed Book 2021, Page 1345 of the Brunswick County Register of Deeds Office (such property, excepting portions thereof as have been subsequently conveyed by RDC, is hereinafter referred to as the "Property");

WHEREAS, RDC desires to grant, and NCDOT desires to hold, a conservation easement over approximately 400 acres of the Property, shown as "North Bay," "East Bay," "Wildlife Corridor 1," and "Wildlife Corridor 2" on Exhibit A attached hereto (hereinafter, the "Conservation Easement Area"). The Conservation Easement Area shall be more definitely determined after delineation of wetlands is complete and after a survey of the boundaries is complete, as discussed below in paragraph 1.

WHEREAS, the Conservation Easement Area provides natural wildlife habitat for a wide variety of land, air and aquatic species, and many of these species are of great importance to RDC and the people of North Carolina;

WHEREAS, NCDOT plans to construct a controlled access highway connecting North Carolina State Highway 211 to the Town of Oak Island, Brunswick County, thereby providing a second access point to the Town of Oak Island (hereinafter, the "Proposed Highway");

WHEREAS, the Proposed Highway will be located adjacent or in close proximity to the Conservation Easement Area;

WHEREAS, NCDOT has agreed to allow RDC to access the Proposed Highway via a controlled access corridor in exchange for the grant to NCDOT of a perpetual Conservation Easement over the Conservation Easement Area, thereby restricting and limiting the use of land within the Conservation Easement Area substantially according to the terms and conditions set forth in the conservation easement form attached hereto as Exhibit C; and,

WHEREAS, RDC has agreed to the conditions set forth below regarding access to the Proposed Highway.

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. **Conservation Easement.** RDC hereby agrees to grant to NCDOT a perpetual Conservation Easement for the areas identified on Exhibit A as "NorthBay," "EastBay," "Wildlife Corridor 1," and "Wildlife Corridor 2," the Conservation Easement Area. The parties agree that said Area shall be more definitively determined after delineation of wetlands is complete and after a survey of the boundaries is complete. The terms and conditions of the Conservation Easement shall be substantially similar to the terms and conditions set forth in the conservation easement form attached hereto as Exhibit C. However, both parties understand and agree that Exhibit C will be provided to the United States Army Corps of Engineers (hereinafter, "USACE") and to the North Carolina Department of Environment and Natural Resources, Division of Water Quality (hereinafter, "DWQ"), in connection with applications for permits required for the Proposed Highway pursuant to the Clean Water Act. If either the USACE or DWQ request changes to the language of the easement in order to grant the permit, both parties agree they will revise the Conservation Easement accordingly, provided that the Conservation Easement shall not be changed or revised in any way that would adversely affect or limit RDC's ability or right to develop its land adjacent to the Conservation Easement Area.

2. **Controlled Access Road.**

(a) In exchange for the grant of the Conservation Easement, NCDOT hereby agrees to allow RDC to access the Proposed Highway via a road, having full control of access rights (hereinafter, "Controlled Access Road"), to be constructed by RDC within the Control of Access Corridor depicted on Exhibit B attached hereto (hereinafter, "Corridor" or "ACC3"). The exact specifications for the Corridor will be shown on the final right of way plans, which are to be certified and recorded in the Office of the Register of Deeds for Brunswick County pursuant to N.C.G.S. § 136-19.4. As part of the construction of the Proposed Highway, NCDOT will construct a full movement median opening on the mainline of the Proposed Highway for access to the Corridor, as shown on Exhibit D attached hereto. However, NCDOT reserves the right to modify or remove the full movement median opening in the future, without any compensation to RDC.

(b) The USACE verified NCDOT's delineation of the wetlands in the Corridor on October 26, 2004. On June 29, 2006, NCDOT applied for a Section 404 permit from the USACE to authorize the discharge of dredged and fill material into waters of the United States in connection with the Proposed Highway Project. Due to changes in the alignment of the ACC3 corridor, NCDOT will be sending a revised permit application to the USACE, requesting authorization to permanently impact (through fill and mechanized clearing) 1.56 acres of wetlands and temporarily impact (through hand clearing) 0.28 acres of wetlands at Site 22, which includes the ACC3 corridor, as shown

on Exhibit D. The permit has not yet been issued. The permit is expected to have an expiration date of three (3) years from the date of issuance.

(c) RDC will be solely responsible for planning, design, and construction of the Controlled Access Road within the ACC3 Corridor, including obtaining any and all permits necessary for the construction of the Controlled Access Road; provided, however, that NCDOT shall construct a wildlife crossing within the Corridor and shall install control of access fencing along the Corridor. As part of building the wildlife crossing, NCDOT will install four (4) sixty inch (60") by forty-six inch (46") corrugated aluminum pipe arches, spread evenly across the width of the wildlife corridor, with a continuous aluminum barrier on both ends. NCDOT will provide temporary erosion and sediment control necessary for said construction and will perform necessary grading operations and place compacted fill over the wildlife crossing pipes with a depth of not less than 12" at the pipe end junctions with the aluminum barrier and not less than 24" over the top of the pipes at the centerline of the corridor where the Controlled Access Road will be built. The elevation of the filled area over the wildlife crossing pipes will tie to the finish grade of the Proposed Highway on the west end and on the east end will tie down to existing grade in a manner that will facilitate construction of the Controlled Access Road in the future.

(d) At the request of RDC, NCDOT will provide coordination through the driveway permit application process referenced below for RDC's planning and design of the Controlled Access Road as it relates to the final design and construction of the Proposed Highway. The application for a driveway access permit shall be made in accordance with the North Carolina Department of Transportation's "Policy On Street and Driveway Access to North Carolina Highways" in effect at the time of such application, subject to the rules, regulations, conditions, specifications, and permit processes of the NCDOT and those of any local governments, including but not limited to the submission to, and approval by, such governmental entities of a proposed site development and traffic plan. NCDOT will not unreasonably delay consideration of the application for the driveway access permit.

(e) RDC must obtain an approved driveway access permit from NCDOT prior to beginning construction of any portion of the Controlled Access Road. Further, construction of the first 300' of the Controlled Access Road, measured from its intersection with the proposed right of way boundary of the mainline of the Proposed Highway, may begin only after the completion and acceptance of the construction of the Proposed Highway; or may begin earlier after the wildlife crossings have been constructed, if the contractor responsible for construction of the Proposed Highway so agrees in writing. RDC may begin construction of the portion of the Controlled Access Road that is greater than 300' from the intersection with the proposed right of way boundary of the mainline of the Proposed Highway prior to completion of the wildlife crossings, so long as such construction does not interfere with NCDOT's construction of the wildlife crossings. The Controlled Access Road may not be opened to traffic until after the Proposed Highway is completed or until NCDOT has given RDC written permission to open the road.

(f) The Controlled Access Road must be built in accordance with the right-of-way and construction standards contained in the North Carolina Department of Transportation's "Subdivision Roads Minimum Construction Standards" manual in effect at the time of the application for the driveway access permit, and must be built in accordance with any conditions of the approved driveway access permit. RDC may be required to construct a deceleration lane on the mainline of the Proposed Highway on the southern approach to the Controlled Access Road. As shown on Exhibit D, NCDOT has requested authorization to permanently impact, through fill and mechanized clearing, wetlands up to ten feet beyond the slope stake line along the southern approach to ACC3 and within the ACC3 corridor itself. NCDOT will coordinate with RDC regarding the design of the deceleration lane and will strongly consider allowing a design exception for the deceleration lane, if necessary, to avoid and minimize any additional wetland impacts that may be incurred by RDC in construction of the deceleration lane. If additional impacts cannot be avoided, NCDOT will provide information and coordination regarding NCDOT's wetland impacts and mitigation to RDC and/or NCDENR and the USACE to facilitate RDC with any required wetland permit application or modification. Upon completion of the Controlled Access Road in accordance with this Agreement, NCDOT will accept the Controlled Access Road onto the State Highway System for maintenance, subject to approval by the Board of Transportation.

3. **Access and Inspection.** The parties acknowledge that NCDOT has already inspected the Conservation Easement Area and determined that it has the requisite qualities, characteristics and natural values to make it appropriate for the purposes of the Conservation Easement. Notwithstanding the above, between the date of this Agreement and the Closing, defined below, NCDOT and NCDOT's agents, employees, contractors, representatives and other designees (collectively, "NCDOT's Designees") shall have the right to enter the Property for the purposes of inspecting the Conservation Easement Area, conducting soil tests, conducting surveys, engineering studies, and conducting any other investigations, examinations, tests and inspections as NCDOT may reasonably require to assess the condition of the Conservation Easement Area.

4. **Escrow; Closing.** At the time this Agreement is signed, RDC will also be signing a deed for the right of way necessary to construct the Proposed Highway and a deed for two tracts isolated by the Proposed Highway, and obtaining a release deed for such right of way and two tracts. The two deeds and the release shall be held in escrow and shall not be released or recorded until NCDOT has paid the purchase prices as specified in the deeds.

The Closing of the transfer of the Conservation Easement shall be held at such time and on such date as may be mutually agreed upon by both parties, but shall not occur until after NCDOT has paid the purchase prices as specified in the deeds referenced above. It is estimated that the Closing will take place on or before June 30, 2007. RDC shall be responsible for RDC's attorneys' fees. NCDOT shall be responsible for all recording and transfer costs, the costs of survey (described below), and NCDOT's

attorneys' fees. This agreement shall expire December 31, 2007, if the Closing is not held before that date.

5. Title & Survey. Not later than Closing, RDC, at its own cost and expense, shall have released or subordinated any deed of trust or mortgage encumbrances affecting the Conservation Easement Area. NCDOT shall arrange for, at its cost, the preparation of a recordable plat of survey prior to Closing, delineating the Conservation Easement Area. RDC shall have the opportunity to review and approve the survey. The survey will be recorded in conjunction with Closing.

6. RDC's Representations and Warranties.

(a) RDC warrants that at the Closing, RDC shall convey to NCDOT the Conservation Easement consistent with Paragraph 20 of Exhibit C.

(b) RDC makes the additional following representations and warranties, to the best of its knowledge without independent investigation, which representations and warranties shall be true as of the day of the Closing and shall survive Closing for a period of six (6) months:

(i) RDC is the record owner of the Conservation Easement Area to be conveyed hereunder.

(ii) RDC is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board, or agency having jurisdiction over the Conservation Easement Area in those cases where noncompliance would have a material adverse effect on the Conservation Easement.

(iii) RDC is not a party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Conservation Easement Area that would unreasonably interfere with the Conservation Easement or defeat its purpose.

(iv) The property comprising the Conservation Easement Area is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Conservation Easement Area, including, but not limited to, soil and groundwater conditions. Neither RDC, nor to the best of its knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, or under the Conservation Easement Area or transported to or from the Conservation Easement Area any Hazardous Materials nor does RDC intend to use the Conservation Easement Area prior to the Closing Date for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 USC Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 USC Sec. 1801, et seq., the Resource Conservation and Recovery Act, 42 USC Sec. 6901, et seq., or other federal, state or local statute, law, ordinance, code, rule, regulation order, decree or other requirement of governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substance or material, as now in effect, and in the regulations adopted or promulgated pursuant to such laws.

7. Remedies.

(a) If the transfer of the Conservation Easement contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by NCDOT under this Agreement, the entire Agreement shall be terminated, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void, and RDC shall not be entitled to receive liquidated damages.

(b) If the transfer of the Conservation Easement contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by RDC under this Agreement, NCDOT, as its sole and exclusive remedies: (i) shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and (ii) if RDC's default is a refusal by RDC to convey the Conservation Easement to NCDOT as required by this Agreement, then NCDOT shall have the right to sue RDC for specific performance of this Agreement.

8. **Assignment; Successors.** This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party, and any such assignment with the consent of the other party shall be null and void and of no force or effect. Nothing herein shall restrict the ability to assign the Conservation Easement. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, RDC and NCDOT and their respective successors and permitted assigns. No assignment shall relieve RDC of liability for the performance of RDC's duties and obligations under this Agreement.

9. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among RDC and NCDOT and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, warranties or representations between the parties other than those set forth herein. This Agreement may not be amended or modified in any way except by instrument in writing executed by all parties hereto.

10. **Documentation.** If necessary to carry out the intent of this Agreement, each party agrees to execute and provide to the other party any and all other instruments,

documents, conveyances, assignments and agreements which may be necessary to effectuate, carry out and perform the terms, provisions and conditions of this Agreement.

11. **Governing Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

12. **Miscellaneous Provisions.**

(a) **Notices.** All notices, demands or requests shall be in writing to the addresses indicated on the signature pages below and shall be deemed given (i) upon the date hand delivered; (ii) those given by mailing as hereinabove provided shall be deemed given two business days after the date of deposit in the United States Mail; (iii) those given by commercial courier as hereinabove provided shall be deemed given one business day after the date of deposit with the commercial courier; or (iv) those given by facsimile shall be deemed given on the date of confirmed facsimile transmittal.

(b) **Facsimile as Writing.** The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(c) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(d) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference.

(e) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(f) **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but restrictive of or in lieu of, those conferred by law.

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

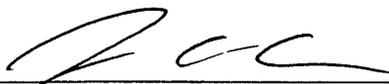
(h) **Authority.** Each party hereto warrants and represents, to the extent authorized by law, that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(i) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

13. **Agreement; Recording.** This Agreement runs with the land and is enforceable by each party against the other, including its representatives, heirs, successors and assigns, lessees, agents, and licensees. The NCDOT shall record a Memorandum of its right to acquire the Conservation Easement pursuant to this Agreement and any amendment hereto in a timely fashion with the Office of the Register of Deeds for Brunswick County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Agreement.

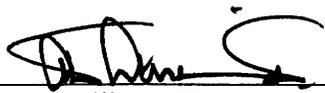
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered through their duly authorized agents effective as of the date first above written.

RESERVE DEVELOPMENT CO., LLC
By its Manager, Annapolis Management Co., LLC

BY: 

John A. Atkinson, Jr., Manager
P.O. Box 10879
Southport, NC 28461

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

BY: 

A. D. Allison, II
Assistant Manager, Right of Way Branch
North Carolina Department of Transportation
1546 Mail Service Center
Raleigh, NC 27699-1546

#128785

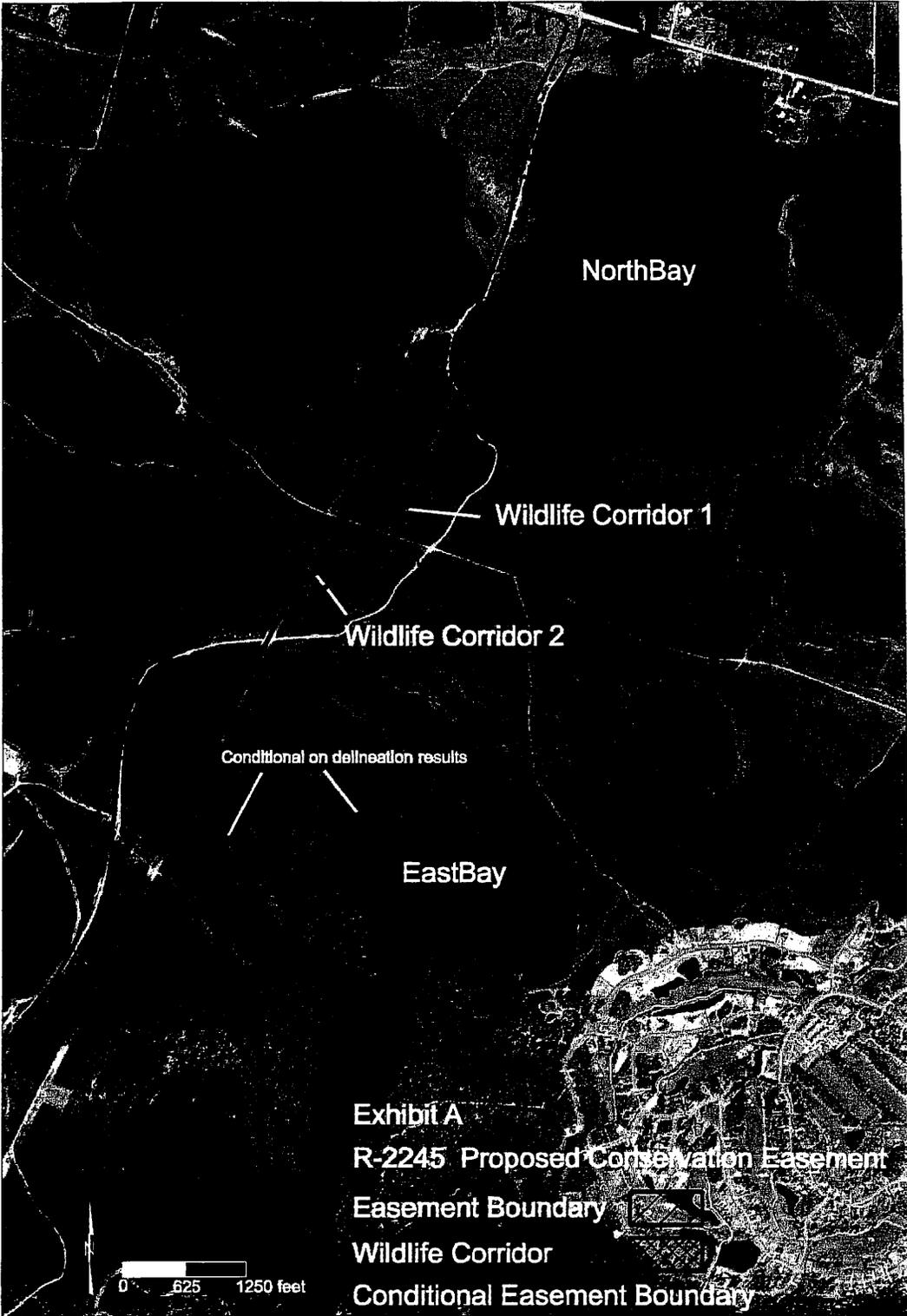
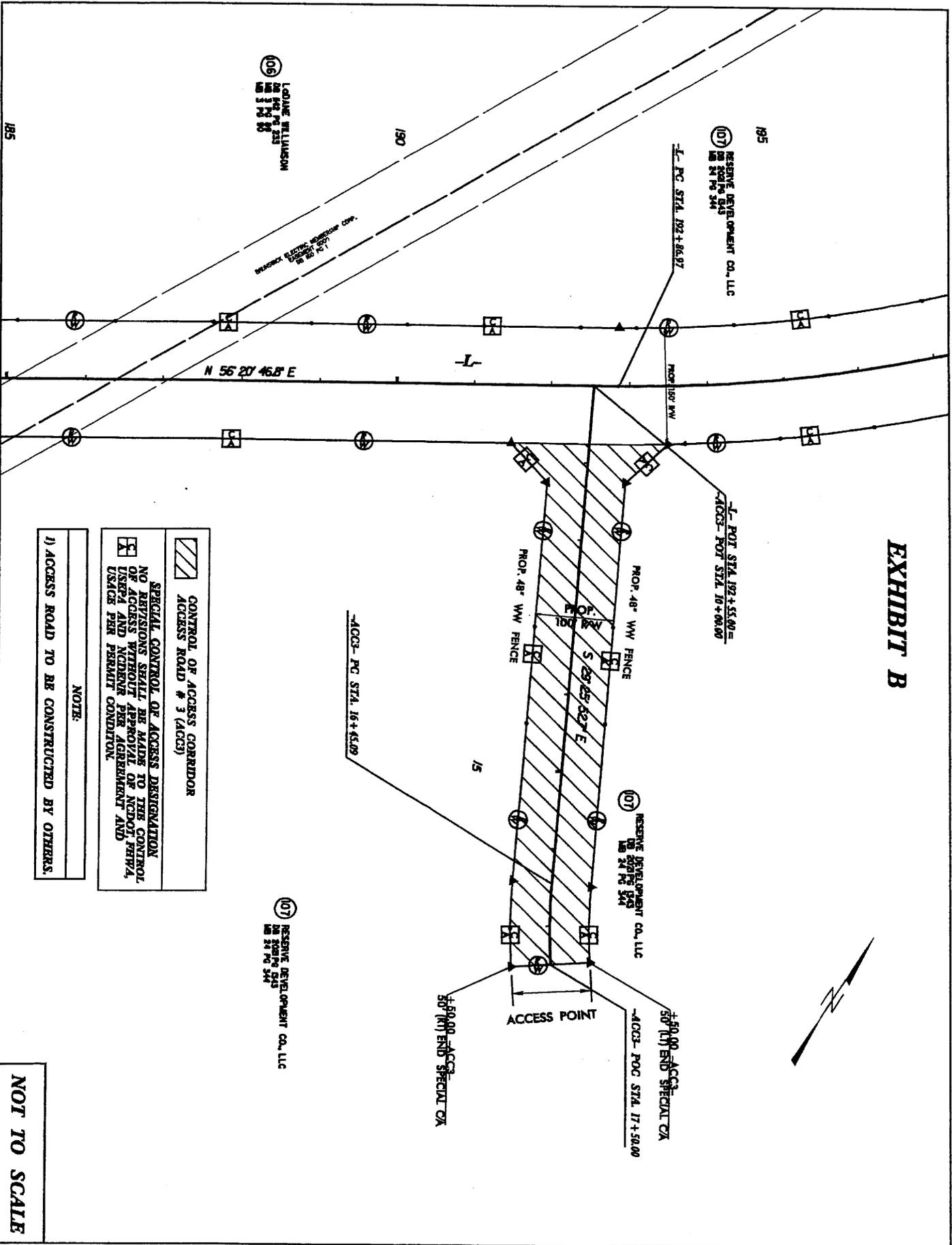


EXHIBIT B



 CONTROL OF ACCESS CORRIDOR ACCESS ROAD # 3 (ACCS)	 SPECIAL CONTROL OF ACCESS DESIGNATION NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT PERMITS, USACE AND NCEMUR PER AGREEMENT AND USACE PER PERMIT CONDITION.
NOTE:	
1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.	

NOT TO SCALE

EXHIBIT C

STATE OF NORTH CAROLINA

P.I.N. # _____

COUNTY OF BRUNSWICK

PREPARED BY: Lisa Glover
Assistant Attorney General
North Carolina Department of Justice

RETURN TO: North Carolina Department of Transportation
Natural Environment Unit
1598 Mail Service Center
Raleigh, NC 27699-1598

CONSERVATION EASEMENT

This Conservation Easement is granted on this ____ day of _____, 2007, by RESERVE DEVELOPMENT CO., LLC, having an address of P.O. Box 10879, Southport, North Carolina, 28461 (hereinafter, "Grantor"), to THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, having an address of 1598 Mail Service Center, Raleigh, NC 27699-1598 (hereinafter, "NCDOT" or "Grantee").

The designation 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.

WHEREAS:

The Grantor is the sole owner in fee simple of four (4) tracts or parcels of land located in Lockwood Folly Township, Brunswick County, North Carolina, and more particularly described on Exhibit A attached hereto. Said four (4) tracts are hereinafter referred to as the "Conservation Easement Area."

The Conservation Easement Area provides natural wildlife habitat for a wide variety of land, air and aquatic species, because of the wetland and Carolina Bay habitat that are present within the Conservation Easement Area; many of these species, which rely on the wetland and bay habitat, are of great importance to the Grantor and the people of North Carolina.

The Grantor is willing to grant a perpetual Conservation Easement over the Conservation Easement Area, thereby restricting and limiting the use of land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth.

The NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and who has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects.

In connection with construction of Transportation Improvement Program Project R-2245, a controlled access highway connecting North Carolina State Highway 211 to the Town of Oak Island, Brunswick County (hereinafter, the "Proposed Highway"), the NCDOT desires to preserve Carolina Bays located near the Project and preserve wildlife crossings between the Bays, and to hold a conservation easement over said Bays and crossings;

The purposes of the Conservation Easement over the Conservation Easement Area are (1) to preserve and protect the conservation values of the Conservation Easement Area, which include, but are not limited to, natural resources; wildlife habitat for land, air and aquatic species; aquatic resources, including streams, rivers, ponds, bays, and wetlands; and scenic resources of the Conservation Easement Area; (2) to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes; and, (3) to maintain permanently the dominant woodland, scenic and natural character of the Conservation Easement Area.

The Grantor intends that the conservation values of the Conservation Easement Area be preserved and maintained, and further, the Grantor intends to convey to the Grantee the right to preserve and protect the conservation values of the Conservation Easement Area in perpetuity.

The conservation purposes of this Conservation Easement are recognized by the Uniform North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate to retaining land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use,” N.C.G.S. § 121-35(1); and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvement less any reduction in value caused by the agreement,” N.C.G.S. § 121-40.

NOW, THEREFORE, in consideration of the sum of ONE Dollar (\$1.00) and for other valuable considerations to the Grantor, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby grants and conveys unto the Grantee and its successors or assigns forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the Conservation Easement Area as described in Exhibit A.

The terms, conditions and restrictions of the Conservation Easement are as hereinafter set forth:

1. Grant of Conservation Easement

The Grantor hereby voluntarily grants and conveys to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Conservation Easement, which is an immediately vested interest in real property of the nature and character described herein. The Grantor agrees that it will not perform any act on or affecting the Conservation Easement Area that is inconsistent with the covenants herein. The Grantor authorizes the Grantee to enforce these covenants in the manner described below.

The Grantor hereby voluntarily grants and conveys to the Grantee all development rights for the Conservation Easement Area, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Conservation Easement Area. The parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any other property.

2. Statement of Purpose, Duration

The purposes of the Conservation Easement are, as more particularly described above, to preserve current and future conservation values inherent in the Conservation Easement Area. Except as specifically permitted herein, no activity that shall significantly impair the condition of the Conservation Easement Area shall be permitted.

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

3. Description of Conservation Easement Area

The Conservation Easement Area is comprised of ____ total acres, as more particularly described in Exhibit A. For purposes of this Conservation Easement, the Conservation Easement Area contains two sub-areas: the Bay Area, consisting of both the North Bay and the East Bay; and the Corridor Area, consisting of both Wildlife Corridor 1 and Wildlife Corridor 2. As noted in Exhibit A, a plat of the Conservation Easement Area is recorded in Map Cabinet _____ at Page _____ of the Brunswick County Registry (hereinafter, "the Plat")

4. Access

Access to the North Bay, Wildlife Corridor 1, and Wildlife Corridor 2 will be by way of the Proposed Highway to be constructed by the NCDOT, as shown on the Plat. Access to the East Bay will be from the west through adjoining property over which NCDOT holds or will hold a Conservation Easement and from the north through an access easement running along an existing Brunswick Electric Membership Corporation utility easement, as shown on the Plat.

The NCDOT and its authorized representatives, including the United States Army Corps of Engineers and the Ecosystem Enhancement Program of the North Carolina Department of Environment and Natural Resources (hereinafter, "EEP"), at all reasonable times and continuing in perpetuity, shall have the right to access the Conservation Easement Area in the manner described above (1) in order to study, inventory, monitor, maintain, enhance, and preserve the Conservation Easement Area; (2) in order to access, study, inventory, monitor, maintain, enhance, and preserve adjoining property in which NCDOT holds or will hold a conservation easement; and (3) for the purpose of inspecting the Conservation Easement Area to determine if the Grantor is complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The NCDOT will notify the Grantor by phone, email, or other correspondence before entering the Conservation Easement Area for the purpose of determining compliance. However, if the NCDOT in its sole discretion determines that circumstances require immediate entry, such party is not required to notify the Grantor prior to entry but will notify the Grantor within two business days of such entry.

5. Rights and Responsibilities Retained by the Grantor

Subject to the terms and restrictions contained herein, the Grantor reserves to and for itself and its successors all customary rights and privileges of ownership, including without limitation the right to quiet enjoyment of the Conservation Easement Area; the rights to sell, lease, encumber, impose restrictions on and devise the Conservation Easement Area, provided such transaction is subject to the terms of this Conservation Easement and written notice is provided to the Grantee; together with any rights not specifically prohibited by or limited by this Conservation Easement, and not inconsistent with the purposes of this Conservation Easement. Unless otherwise specified below, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Conservation Easement Area after any Act of God. The Grantor understands that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Conservation Easement Area imposed by law.

6. Right to Privacy

The Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Conservation Easement Area. This Conservation Easement does not create any rights of the public in, on or to the Conservation Easement Area, although the public has the right to view the Conservation Easement Area from any adjacent publicly accessible areas. The Grantor may allow public access to the Conservation Easement Area; however, any such access must be consistent with the terms and conditions of this Easement, and may not impair or interfere with the conservation values of this Conservation Easement Area.

7. Subdivision and Conveyance

The Conservation Easement Area may not be subdivided, partitioned nor conveyed, except in its current configuration. Provided, however, that the Grantor may convey the North Bay and the East Bay to the St. James Plantation Property Owners Association, Inc., pursuant to the terms of paragraph 13 herein, and may convey Wildlife Corridor 1 and Wildlife Corridor 2 to future adjoining property owners or to a local government or state agency, pursuant to the terms of paragraph 13 herein. Upon conveyance of such tract by the Grantor, the Grantor shall have no further obligation hereunder with respect to such tract.

8. Passive Recreational Use

The Grantor retains the right to engage in passive recreational uses of the Conservation Easement Area (requiring no surface alteration of the land and posing no threat to the conservation values set forth herein), including, without limitation, walking or animal and plant observation as long as such activity is consistent with the purposes of this Conservation Easement and is not prohibited by Paragraph 9 below. Fishing, hunting, or equestrian use of the Conservation Easement Area are prohibited.

9. Permitted and Restricted Activities

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement Area, and any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. *Disturbance of Natural Features*

Any changes, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless the NCDOT gives its prior written consent or unless otherwise expressly permitted herein.

B. *Agricultural, Grazing, and Horticultural Use and Fencing*

Agricultural, grazing and horticultural use, including landscaping, of the Conservation Easement Area is prohibited. No herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances may be used in the Conservation Easement Area without advance written permission from the NCDOT. No agricultural products or by-products may be disposed of in the Conservation Easement Area.

C. *Silvicultural Use and Land Clearing; Trails*

There may be no destruction or cutting of trees or plants in the Conservation Easement Area, except upon written approval of NCDOT. The gathering of firewood in the Conservation Easement Area shall be limited to dead trees, such that the gathering is consistent with the purposes of this Conservation Easement. Removal of large live trees, or thinning of the forest or removal of brush for fire management, may be allowed in some cases provided that any such request is consistent with the purposes of this Conservation Easement and the Grantor obtains prior written approval from the NCDOT.

The Grantee is permitted to construct and maintain walking trails on upland areas within the conservation easement. Designated wetland areas must be bridged or crossed using an elevated boardwalk. The trails may be a maximum width of six (6) feet. No additional clearing may take place outside the six (6) foot width. The trails may be surfaced with compacted soil or gravel (maximum aggregate size of three quarters (3/4) of an inch) if necessary to allow access for the disabled. The trails may be maintained through mowing.

D. *Dumping and Storage*

Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Easement Area is prohibited. No agricultural products or by-products, or agricultural equipment, may be dumped or stored in the Conservation Easement Area.

E. *Mineral Use, Excavation, and Dredging*

There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Conservation Easement Area.

F. *Industrial Use*

Industrial activities on the Conservation Easement Area are prohibited.

G. *Residential Use*

Residential use of the Conservation Easement Area is prohibited.

H. *Commercial Use*

Commercial activities in the Conservation Easement Area are prohibited.

I. *Construction, Roads and Road Building, Motorized Vehicles*

There shall be no building, shed, facility, mobile home, or other structure constructed or placed in the Conservation Easement Area. No new roads, either paved or unpaved, may be constructed in the Conservation Easement Area. Motorized vehicles, including off-road vehicles, are prohibited in the Conservation Easement Area. However, the NCDOT expressly reserves the right to install, operate, and maintain unpaved roads, and to use motorized vehicles in any manner necessary, for the purpose of preserving, protecting, and maintaining the conservation values of the Conservation Easement Area.

J. *Signs*

No signs shall be permitted in the Conservation Easement Area except interpretive signs describing activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Conservation Easement Area and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Conservation Easement Area, which shall specifically include "No Trespassing," "No Hunting," and "Posted" signs, if applicable.

K. *Utilities*

The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited, except as permitted by existing easements of record. However, existing electric transmission lines and other facilities located within the Conservation Easement Area may be maintained, replaced and/or upgraded, notwithstanding that there may be no easement of record for such facilities.

L. *Water Quality and Drainage Patterns; Wetland Creation*

The Grantor shall conduct no activities in the Conservation Easement Area that would be detrimental to water quality or to any of the plants or habitats within the Conservation Easement Area, or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands in the Conservation Easement Area by the Grantor is prohibited. However, land development, excavation, grading, and construction adjacent to the Conservation Easement Area, including installation of ponds, vegetated swales and other stormwater facilities that direct or cause water to flow into the Conservation Easement Area, shall be permitted, provided that such activities are done in compliance with applicable laws, regulations and permit requirements regarding erosion and sedimentation control and stormwater management.

Further, and notwithstanding the foregoing or any other provisions of this Conservation Easement, the Grantor shall be permitted to convert any or all of the uplands located within Wildlife Corridor 1 and Wildlife Corridor 2 into wetlands. Such activities may include, without limitation, removal of existing vegetation and soils from, and excavation and grading of, such upland areas for the purpose of creating wetlands. The Grantor must obtain any required permits from the appropriate regulatory agencies prior to commencement of such activities. The Grantor shall give notice to NCDOT of any such planned activities prior to commencement, but such activities shall not require approval from NCDOT. Subject to approval from the appropriate regulatory agencies, the Grantor may use any mitigation credits resulting from such wetland creation in connection with any permit requirements related to other activities or projects of the Grantor, and the Grantor shall have the right to assign any such mitigation credits to others for similar purposes.

M. *NCDOT's Rights*

The NCDOT, on behalf of itself and its authorized representatives, specifically including the EEP, reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance the conservation values of this Conservation Easement. NCDOT specifically reserves the right to use the Bay sub-areas of the Conservation Easement Area in the future for additional conservation activities that further the conservation values of the Conservation Easement Area.

10. Ongoing Responsibilities of the Grantor

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Conservation Easement Area. Among other things, this shall apply to:

A. *Taxes*

The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against its interest in the Conservation Easement Area.

B. *Upkeep and Maintenance*

Except as otherwise provided herein, the Grantor retains all responsibilities and shall bear all costs and liabilities of any kinds related to the ownership of the Conservation Easement Area. The Grantee shall have no obligation for the upkeep or maintenance of the Conservation Easement Area, except to the extent that the need for upkeep or maintenance results from activities of the Grantee.

C. *Liability and Indemnification*

The Grantor agrees to indemnify and hold the Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees actually incurred arising from any personal injury, accidents, negligence or damage relating to the Conservation Easement Area, or any claim thereof, except to the extent due to any act of the Grantee or their agents, in which case liability shall be apportioned to the extent allowed by law.

11. Enforcement

The NCDOT shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Conservation Easement Area, the NCDOT shall give the Grantor written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, the NCDOT may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantor to restore the Conservation Easement Area to its condition prior to the violation as restoration of the Conservation Easement Area may be the only appropriate remedy. In any case where a court finds that Grantor has violated the terms of this Conservation Easement, the Grantor shall reimburse the NCDOT for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, reasonable attorneys' fees actually incurred, and any other reasonable costs incurred with onsite remediation. The failure of the NCDOT to discover a violation or to take immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations.

12. Transfer of Easements

The Grantee shall have the right to transfer this Conservation Easement to the EEP, or any public agency or to a private nonprofit organization that, at the time of transfer, is a qualified

organization under §170(h) of the U.S. Internal Revenue Code, as amended and under NCGS §121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on the transferring party or parties by this Conservation Easement. As a condition of such transfer, the Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out.

13. Transfer of Property

The Grantor agrees to incorporate by reference the terms of this Conservation Easement in any deed or other legal instrument by which it transfers or divests itself of any interests, including leasehold interests, in all or a portion of the Conservation Easement Area. Failure of the Grantor to comply with this section shall not impair the validity of this Conservation Easement as to successor owners or limit their enforceability in any way, nor shall the Grantor's failure to comply with this section constitute a default under this Conservation Easement.

14. Amendment of Easements

This Conservation Easement may be amended by a written instrument executed by the Grantee and the Grantor. Any such amendment shall be consistent with the purpose of this Conservation Easement and its terms, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded.

15. Procedure in the Event of Changed Conditions

The grant or donation of this Conservation Easement gives rise to a property right immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Conservation Easement Area as a whole. That proportionate value of the Grantee's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Conservation Easement Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of the Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by the Grantor and Grantee in such action shall be paid out of the recovered proceeds. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Conservation Easement Area, or any damage award with respect to any judicial proceeding. Upon such proceedings, such portion shall be equal to the proportionate value that the Grantee's, its successor's and assign's, interest in the Conservation Easement Area bears to the value of the Conservation Easement Area as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding.

16. Procedure in the Event of Condemnation or Eminent Domain

Whenever all or part of the Conservation Easement Area is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to the Grantee and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of the Grantor's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by the Grantor and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Conservation Easement Area, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value that the Grantee's, its successor's and assign's interest in the Conservation Easement Area bears to the value of the Conservation Easement Area as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantor's expenses from such transaction or proceeding.

17. Interpretation

This Conservation Easement shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

18. Perpetual Duration; Severability

This Conservation Easement shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Conservation Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect.

19. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail to the parties respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

To the Grantor:
Reserve Development Co., LLC
P.O. Box 10879
Southport, NC 28461

To NCDOT:
Office of Natural Environment
1598 Mail Service Center
Raleigh, NC 27699-1598

In any provision of this Conservation Easement in which the Grantor is required to provide advance notice to the Grantee of any activity on the Conservation Easement Area, such notice shall be given not less than thirty days prior to the planned commencement of the activity. If the Grantee's approval is required, such approval shall be deemed withheld unless the Grantee provides to the Grantor written notice of approval within 30 days of receipt of said request. If the Grantor has received no response after said 30 days, the Grantor may send a second written notice to the Grantee requesting a statement of the reasons for the disapproval and the Grantee shall respond within 30 days with an explanation for the specific reasons and basis for its decision to disapprove.

20. Grantor's Title Warranty

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Conservation Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; and that the Conservation Easement Area is free and clear of any and all encumbrances, except easements and leases of record or in effect by prescriptive rights as of the date hereof (which shall be deemed to include all existing electric transmission lines and other facilities, regardless whether a recorded easement exists for such facilities). The Grantor covenants that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the easement conveyed hereby.

21. Subsequent Liens

No provisions of this Conservation Easement should be construed as impairing the ability of the Grantor to use the Conservation Easement Area as collateral for subsequent borrowing. Any such liens shall be subordinated to this Conservation Easement.

22. Subsequent Easements/Restrictions

The grant of any easements or use restrictions that might diminish or impair the conservation values of the Conservation Easement Area is prohibited. Any such easements or restrictions shall be subordinated to this Conservation Easement.

23. Grantor's Environmental Warranty

The Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Conservation Easement Area, as such substances and wastes are defined by applicable federal and state law, and hereby promises to defend and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees actually incurred, arising from or connected with any release of hazardous waste caused by the intentional or negligent act of the Grantor or violation of federal, state or local environmental laws caused by the negligent or intentional act of the Grantor. Without limiting the generality of the foregoing, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee, nor shall the Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Conservation Easement Area, or otherwise to become an operator with respect to the Conservation Easement Area within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

24. Entire Agreement

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 said easement.

25. Recording

The Grantee shall record this instrument and any amendment hereto in timely fashion with the Office of the Register of Deeds of Brunswick County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

26. Merger

The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Conservation Easement Area.

TO HAVE AND TO HOLD this Conservation Easement unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

[signatures and acknowledgments on following pages]

GRANTOR:

Reserve Development Co., LLC
By its Manager,
Annapolis Management Co., LLC

By: _____
John A. Atkinson, Jr., Manager

NORTH CAROLINA
BRUNSWICK COUNTY

I hereby certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: John A. Atkinson, Jr.

Date: _____, 20__

(Official Seal)

Official Signature of Notary

_____, Notary Public
Printed or typed name

My commission expires: _____

Accepted:

GRANTEE:

**The North Carolina Department
Of Transportation**

By: A.D. Allison, II
Assistant Manager, Right of Way Branch

NORTH CAROLINA
WAKE COUNTY

I hereby certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose state therein and in the capacity indicated: A.D. Allison, II.

Date: _____, 20__

(Official Seal)

Official Signature of Notary

_____, Notary Public
Printed or typed name

My commission expires: _____

EXHIBIT A

CONSERVATION EASEMENT AREA

Being those four (4) tracts or parcels of land located in Lockwood Folly Township, Brunswick County, North Carolina, designated as "North Bay," consisting of _____ acres; "East Bay," consisting of _____ acres; "Wildlife Corridor 1," consisting of _____ acres; and "Wildlife Corridor 2," consisting of _____ acres; all as shown on that plat of _____ [title] recorded in Map Cabinet _____ at Page _____ in the office of the Register of Deeds for Brunswick County.

STATE OF NORTH CAROLINA

Drawn by and mail to:
Lisa C. Glover, Esq.
N.C. Dept. of Justice/Transportation Section
1505 Mail Service Center
Raleigh, NC 27699-1505

COUNTY OF BRUNSWICK

AGREEMENT

This AGREEMENT (hereinafter, "Agreement") is entered into this 20th day of November, 2006, by and between LADANE WILLIAMSON and DR. DECAROL WILLIAMSON (hereinafter and collectively, the "WILLIAMSONS"), and THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter, "NCDOT").

WITNESSETH:

WHEREAS, the Williamsons are the sole owner in fee simple of certain real property consisting of approximately 3500 acres as is more particularly described in Deed Book 1142, Page 233, of the Brunswick County Register of Deeds Office (hereinafter, the "Property");

WHEREAS, portions of the Property provide natural wildlife habitat for a wide variety of land, air and aquatic species, and many of these species are of great importance to the Williamsons and the people of North Carolina;

WHEREAS, NCDOT plans to construct a controlled access highway connecting North Carolina State Highway 211 to the Town of Oak Island, Brunswick County, thereby providing a second access point to the Town of Oak Island (hereinafter, the "Proposed Highway");

WHEREAS, the Proposed Highway crosses over a portion of the Property;

WHEREAS, NCDOT desires to hold a Conservation Easement over certain portions of the Property (hereinafter, "Conservation Easement Area"), as depicted on Exhibit A and more particularly described below;

WHEREAS, the Williamsons desire to access the Proposed Highway from the Property;

WHEREAS, NCDOT has agreed to allow the Williamsons to access the Proposed Highway via a Controlled Access Road in exchange for the grant to NCDOT of a perpetual Conservation Easement over the Conservation Easement Area, thereby restricting and limiting the use of land within the Conservation Easement Area, together with a permanent access easement of ingress and egress, substantially according to the terms and conditions set forth in the conservation easement form attached hereto as Exhibit C; and,

WHEREAS, NCDOT has agreed to allow the Williamsons to construct a subdivision road through a portion of the Conservation Easement Area so long as the road contains adequate wildlife crossings, as described below; and,

WHEREAS, the Williamsons have agreed to the conditions set forth below regarding access to the Proposed Highway and construction of the subdivision road.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration including payment to the Williamsons of \$100,000.00, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Conservation Easement and Easement of Ingress and Egress.** The Williamsons hereby agree to grant to NCDOT a perpetual Conservation Easement for the areas identified on Exhibit A as "PR3," "WestBay," "Wildlife Corridor 1," "Williamson EastBay," "PR11," and "PR13," referred to collectively as the Conservation Easement Area, and to grant to NCDOT Permanent Access Easements of Ingress and Egress as shown on Exhibit A. The parties agree that said Conservation Easement Area and Easement of Ingress and Egress shall be more definitively determined after delineation of wetlands is complete and after a survey of the boundaries is complete. The terms and conditions of the Conservation Easement and Permanent Access Easement of Ingress and Egress shall be substantially similar to the terms and conditions set forth in the conservation easement and permanent access easement of ingress and egress form attached hereto as Exhibit C.

2. **Controlled Access Road.** In exchange for the grant of the Conservation Easement and Permanent Access Easements, NCDOT hereby agrees to allow the Williamsons to access the Proposed Highway via a Controlled Access Road to be constructed by the Williamsons within the Control of Access Corridor depicted on Exhibit B (hereinafter, "Corridor"). The exact specifications for the Corridor will be shown on the final right of way plans, which are to be certified and recorded in the Office of the Register of Deeds for Brunswick County pursuant to N.C.G.S. § 136-19.4. The Williamsons shall grant to the Department, in consideration for this Agreement and without further compensation, the right-of-way with full controlled access rights within the Corridor. Said conveyance of right-of-way and control of access comprising the Corridor shall be made at the same time as the Closing of the Conservation Easement transaction, discussed below in Paragraph 6, and shall be by way of an instrument substantially similar to the instrument attached hereto as Exhibit D. The Williamsons will be solely responsible for planning, design, and construction of the Controlled Access Road within this corridor, including obtaining any and all permits necessary for the construction of the Controlled Access Road. The Williamsons must obtain an approved driveway access permit from NCDOT prior to beginning construction. The application for a driveway access permit shall be made in accordance with the North Carolina Department of Transportation's "Policy On Street and Driveway Access to North Carolina Highways" in effect at the time of such application, subject to the rules, regulations, conditions, specifications, and permit processes of the NCDOT and those of

any local governments, including but not limited to the submission to, and approval by, such governmental entities of a proposed site development and traffic plan. The Controlled Access Road must be built in accordance with the right-of-way and construction standards contained in the North Carolina Department of Transportation's "Subdivision Roads Minimum Construction Standards" manual in effect at the time of the application for the driveway access permit, and must be built in accordance with any conditions of the approved driveway access permit.

3. **Subdivision Road and Wildlife Crossings in the Wildlife Corridor.**

(a) NCDOT agrees to allow the Williamsons to construct a subdivision road through the area labeled Wildlife Corridor 1 on Exhibit A, so long as wildlife crossings are provided as described below. The total width of clearing for the road and any associated pathways, drainage, and utilities may not exceed one hundred (100) feet. The provisions of N.C.G.S. § 136-102.6 and any other applicable statutes, regulations, or policies govern acceptance of the subdivision road and the wildlife crossings (discussed below) onto the State highway system. The Williamsons will be solely responsible for planning, design, and construction of the subdivision road, including obtaining any and all permits necessary for the construction of the subdivision road. The Williamsons must obtain advance written permission from NCDOT before beginning construction of the subdivision road and wildlife crossings.

(b) In order to maintain continuity between Wildlife Corridor 1 and WestBay, the Williamsons will provide a minimum of four (4) sixty inch (60") by forty-six inch (46") corrugated aluminum pipe arches, spread evenly across the width of the wildlife corridor, with a continuous aluminum barrier on both ends, to be used as wildlife crossings. The wildlife crossings must be built in accordance with Exhibit E attached hereto. The bottom of the pipes shall be buried one foot (1') below the ground surface. The pipes will be backfilled along their entire length with one foot (1') of soil. Four pre-cast concrete bridge openings may be used in place of the pipe-arch configuration provided the vertical clearance and total opening area of the four bridges equals or exceeds that for the pipe-arch configuration. The wildlife crossings must be constructed and operational by the time construction of the subdivision road is complete and before the road is open to traffic.

4. **Compensation.** NCDOT will pay a total of \$100,000 to the Williamsons pursuant to this Agreement. An initial payment of \$10,000 will be made upon the signing of this Agreement (the "Earnest Money"), with the remaining \$90,000 to follow upon the signing of the aforementioned Conservation Easement. The Earnest Money is a non-refundable deposit, absent default by the Williamsons hereunder.

5. **Access and Inspection.** The parties acknowledge that NCDOT has already inspected the Conservation Easement Area and determined that it has the requisite qualities, characteristics and natural values to make it appropriate for the purposes of the Conservation Easement. Notwithstanding the above, between the date of this Agreement and the Closing, defined below, NCDOT and NCDOT's agents,

employees, contractors, representatives and other designees (collectively, "NCDOT's Designees") shall have the right to enter the Conservation Easement Area for the purposes of inspecting the Conservation Easement Area, conducting soil tests, conducting surveys, engineering studies, and conducting any other investigations, examinations, tests and inspections as NCDOT may reasonably require to assess the condition of the Conservation Easement Area.

6. **Closing.** The Closing of the transfer of the Conservation Easement, Permanent Access Easement of Ingress and Egress, and the right of way and controlled access rights for the Corridor shall be held at such time and on such date as may be mutually agreed upon by both parties. The Williamsons shall be responsible for their attorneys' fees. NCDOT shall be responsible for all recording and transfer costs, the costs of survey (described below), and NCDOT's attorneys' fees.

7. **Title & Survey.** Not later than Closing, the Williamsons shall have released or subordinated any deed of trust or mortgage encumbrances affecting the Conservation Easement Area. NCDOT shall arrange for, at its cost, the preparation of a recordable plat of survey prior to Closing, delineating the Conservation Easement Area. The Williamsons shall have the opportunity to review and approve the survey. The survey will be recorded in conjunction with closing.

8. Representations and Warranties; Disclaimer of Further Representations and Warranties.

(a) The Williamsons warrant that at the Closing, they shall convey to NCDOT good, indefeasible, marketable and insurable title to the Conservation Easement consistent with Paragraph 20 of Exhibit C.

(b) The Williamsons make the additional following representations and warranties, to the best of its knowledge without independent investigation, which representations and warranties shall be true as of the day of the Closing and shall survive Closing for a period of six (6) months:

(i) The Williamsons are the record owner of the Conservation Easement Area to be conveyed hereunder. Following Closing, NCDOT shall have insurable title to the Conservation Easement consistent with Paragraph 20 of Exhibit C.

(ii) The Williamsons are in substantial compliance with the laws, orders and regulations of each governmental department, commission, board, or agency having jurisdiction over the Conservation Easement Area in those cases where noncompliance would have a material adverse effect on the Conservation Easement.

(iii) The Williamsons are not a party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Conservation Easement Area that would unreasonably interfere with the Conservation Easement or defeat its purpose.

(iv) The property comprising the Conservation Easement Area is not in violation of any federal, state or local law, ordinance or regulation relating to

environmental conditions on, under or about the Conservation Easement Area, including, but not limited to, soil and groundwater conditions. Neither the Williamsons, nor to the best of their knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored, or disposed of on, or under the Conservation Easement Area or transported to or from the Conservation Easement Area any Hazardous Materials nor do the Williamsons intend to use the Conservation Easement Area prior to the Closing Date for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 USC Sec. 1801, et seq., the Resource Conservation and Recovery Act, 42 USC Sec. 6901, et seq., or other federal, state or local statute, law, ordinance, code, rule, regulation order, decree or other requirement of governmental authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted or promulgated pursuant to such laws.

9. Remedies.

(a) If the transfer of the Conservation Easement contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by NCDOT under this Agreement, the entire Agreement shall be terminated, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void, and the Earnest Money shall be delivered to and retained by the Williamsons as their liquidated damages for such default. The parties acknowledge that as to the liquidated damages option above, the Williamsons' actual damages in the event of a default by NCDOT will be difficult to ascertain, that such damages represent the parties' best estimate of such damages, and that the Williamsons and NCDOT believe such liquidated damages are a reasonable estimate of such damages.

(b) If the transfer of the Conservation Easement contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by the Williamsons under this Agreement, the Earnest Money shall be refunded to NCDOT promptly upon request, and NCDOT, as its sole and exclusive remedies, may exercise the following additional rights and remedies: (i) in the event of any default by the Williamsons, NCDOT shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and

(ii) if the Williamsons' default is a refusal by the Williamsons to convey the Conservation Easement to NCDOT as required by this Agreement, then NCDOT shall have the right to sue the Williamsons for specific performance of this Agreement. The Williamsons shall have no other liability to NCDOT under this Agreement.

(c) If NCDOT has not advertised for bids to construct the Proposed Highway within six (6) years from the execution date of this Agreement and if at that time the Proposed Highway is not included within the State Transportation Improvement Program, then this Agreement shall be deemed null and void; moreover, if the Conservation Easement has already been recorded, then NCDOT shall take all necessary measures to allow the Williamsons to remove the Conservation Easement from the public record and to free the Conservation Easement Area from all effects of that Conservation Easement.

10. **Assignment; Successors.** This Agreement may not be assigned by any party, in whole or in part, without the prior written consent of the other party, and any such assignment without the consent of the other party shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Williamsons and NCDOT and their respective successors and permitted assigns. No assignment shall relieve the Williamsons of liability for the performance of their duties and obligations under this Agreement.

11. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among the Williamsons and NCDOT and constitutes the entire agreement between the parties hereto and there are no agreements, understandings, warranties or representations between the parties other than those set forth herein. This Agreement may not be amended or modified in any way except by instrument in writing executed by all parties hereto.

12. **Documentation.** If necessary to carry out the intent of this Agreement, each party agrees to execute and provide to the other party any and all other instruments, documents, conveyances, assignments and agreements which may be necessary to effectuate, carry out and perform the terms, provisions and conditions of this Agreement.

13. **Governing Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

14. **Miscellaneous Provisions.**

(a) **Notices.** All notices, demands or requests shall be in writing to the addresses indicated on the signature pages below and shall be deemed given (i) upon the date hand delivered; (ii) those given by mailing as hereinabove provided shall be deemed given two business days after the date of deposit in the United States Mail; (iii) those given by commercial courier as hereinabove provided shall be deemed given one business day after the date of deposit with the commercial courier; or (iv) those given by facsimile shall be deemed given on the date of confirmed facsimile transmittal.

(b) Facsimile as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be “written” and a “writing” for all purposes of this Agreement.

(c) Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(d) Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference.

(e) Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party’s rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(f) Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but restrictive of or in lieu of, those conferred by law.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(h) Authority. Each party hereto warrants and represents, to the extent authorized by law, that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(i) No Construction Against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party’s having or being deemed to have prepared or imposed such provision.

15. **Agreement; Recording**. This Agreement runs with the land and is enforceable by each party against the other, including representatives, heirs, successors and assigns, lessees, agents, and licensees. The NCDOT shall record a Memorandum of this Agreement and any amendment hereto in a timely fashion with the Office of the Register of Deeds for Brunswick County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Agreement.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered through their duly authorized agents effective as of the date first above written.


LADANE WILLIAMSON

STATE OF NORTH CAROLINA

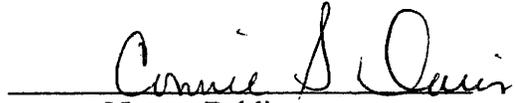
COUNTY OF Brunswick

I, Connie S. Davis, Notary Public of the aforesaid County and State, do hereby certify that **LaDane Williamson** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25 day of September 2006.

My commission expires: 3/20/2009

(AFFIX SEAL)


Notary Public


DR. DECAROL WILLIAMSON

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

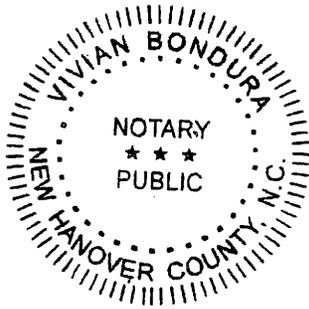
I, Vivian Bondura, Notary Public of the aforesaid County and State, do hereby certify that **Dr. DeCarol Williamson** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

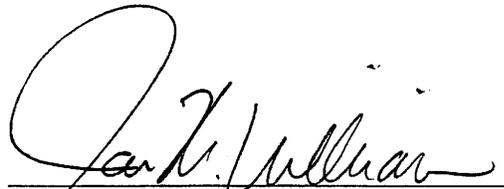
WITNESS my hand and notarial seal, this 25 day of September, 2006.

My commission expires: 10/06/07

Vivian Bondura
Notary Public

(AFFIX SEAL)




JAN WILLIAMSON*

**Jan Williamson executes this Agreement solely to the extent that she has any marital right to the Property*

STATE OF NORTH CAROLINA

COUNTY OF New Hanover

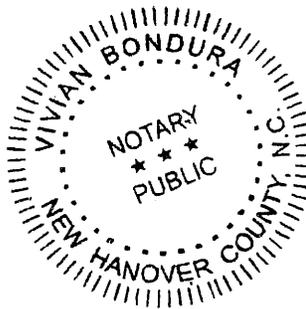
I, Vivian Bondura, Notary Public of the aforesaid County and State, do hereby certify that **Jan Williamson** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 25 day of September, 2006.

My commission expires: 10/06/07

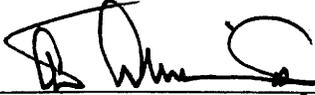
Vivian Bondura
Notary Public

(AFFIX SEAL)



NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

BY: _____


A. D. Allison, II
Assistant Manager, Right of Way Branch
North Carolina Department of Transportation
1546 Mail Service Center
Raleigh, NC 27699-1546

ATTEST:

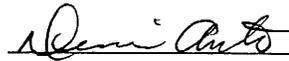

SECRETARY TO THE BOARD OF
TRANSPORTATION AND CUSTODIAN
OF THE SEAL OF THE DEPARTMENT
OF TRANSPORTATION

(Seal)

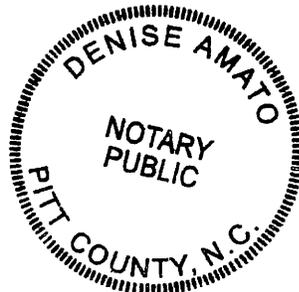
NORTH CAROLINA
WAKE COUNTY

This the 20th day of November, 2006, personally appeared before me, Denise Amato, a Notary Public of Pitt County and State, Tammy B. Denning, who being by me duly sworn, says that she knows the Seal of the Department of Transportation and is acquainted with A. D. Allison, II, who is Assistant Manager of Right of Way of the Division of Highways of said Department, and that she, the said Tammy B. Denning, is the Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, and saw said Assistant Manager of Right of Way sign the foregoing instrument, and that she, the said Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, affixed said seal to said instrument and signed her name in attestation of the execution thereof in the presence of said Assistant Manager of Right of Way.

WITNESS my hand and Notarial Seal, the 20th day of November, 2006.


Notary Public

My Commission Expires: October 29, 2009



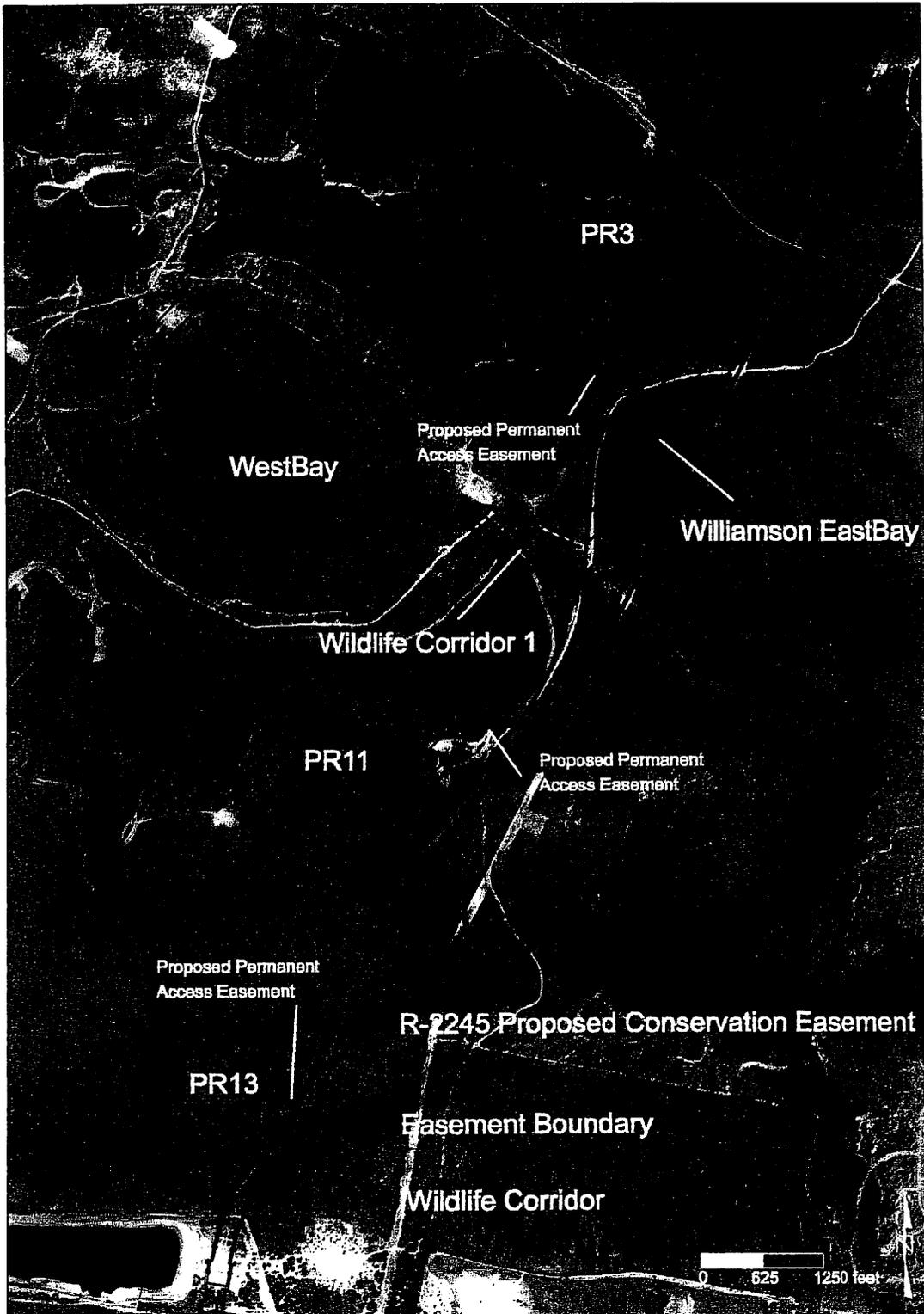


EXHIBIT B

CONTROL OF ACCESS CORRIDOR
ACCESS ROAD # 4 (ACCA)

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL
OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA,
USEPA AND ACDENR PER AGREEMENT AND
USAGE PER PERMIT CONDITION.

NOTE:

1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.

±62.00 ACCA
50' (11) END SPECIAL CA

NOT TO SCALE

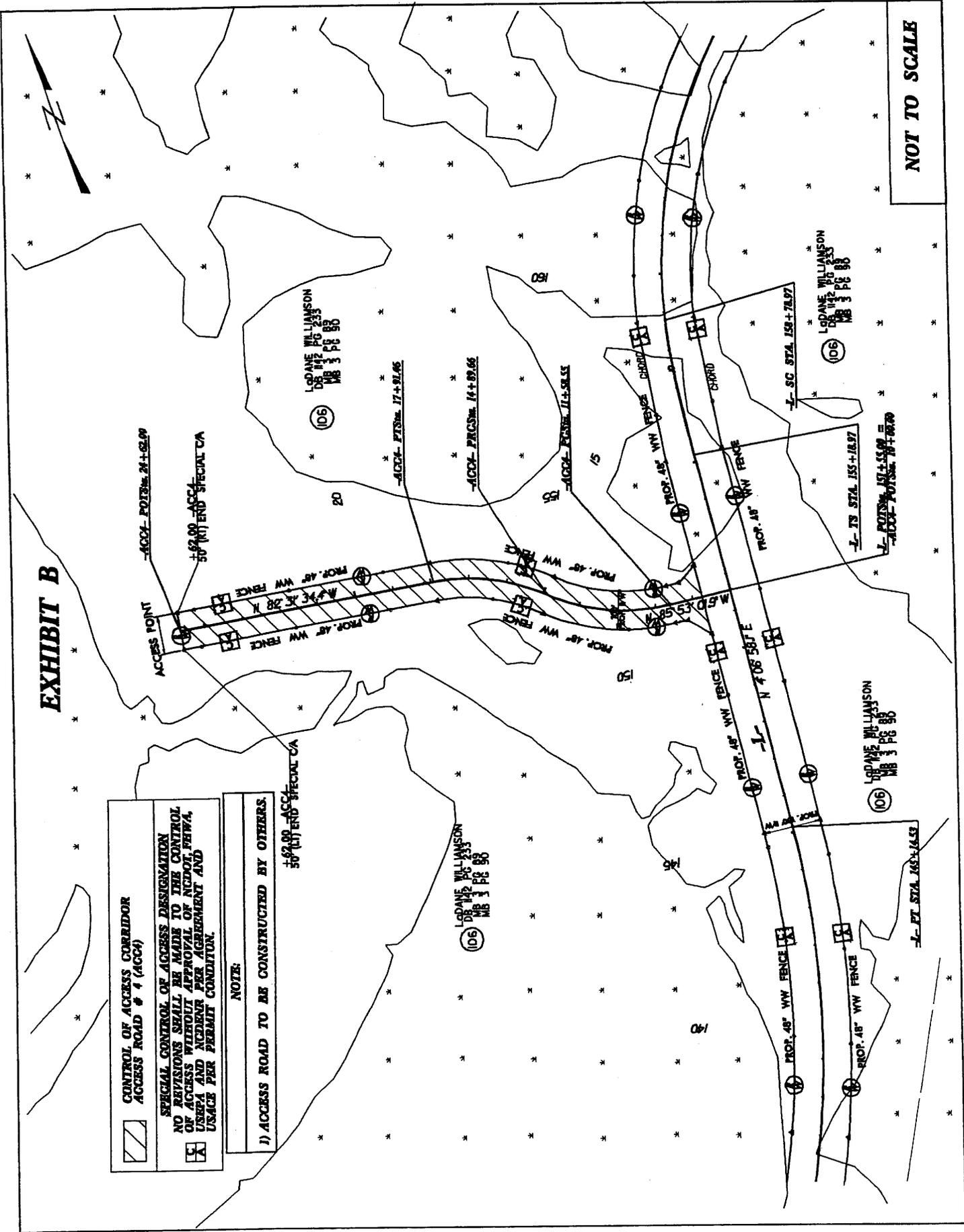


EXHIBIT C

STATE OF NORTH CAROLINA

P.I.N. # _____

COUNTY OF BRUNSWICK

PREPARED BY: Lisa Glover
Assistant Attorney General
North Carolina Department of Justice

RETURN TO: North Carolina Department of Transportation
Natural Environment Unit
1598 Mail Service Center
Raleigh, NC 27699-1598

CONSERVATION EASEMENT AND EASEMENT OF INGRESS AND EGRESS

This Conservation Easement and Easement of Ingress and Egress is granted on this ____ day of _____, 2006, by LADANE WILLIAMSON and DR. DECAROL WILLIAMSON and wife JAN WILLIAMSON (hereinafter and collectively, the "WILLIAMSONS"), having an address of _____, North Carolina, _____ (hereinafter, "Grantors"), to THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, having an address of 1598 Mail Service Center, Raleigh, NC 27699-1598 (hereinafter, "NCDOT" or "Grantee").

The designation Grantors 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.

WHEREAS:

The Grantors are the sole owners in fee simple of certain real property more particularly described in Deed Book 1142, Page 233, of the Brunswick County Registry, which consists of approximately 3500 acres, more or less, located in _____ Township, Brunswick County, North Carolina (hereinafter, "the Property").

The Property provides natural wildlife habitat for a wide variety of land, air and aquatic species, because of the wetland and Carolina Bay habitat that are present within the Property; many of these species, which rely on the wetland and bay habitat, are of great importance to the Grantors and the people of North Carolina.

The Grantors are willing to grant a perpetual Conservation Easement over ____ acres of the Property (hereinafter, the "Conservation Easement Area"), thereby restricting and limiting the use of land within the Conservation Easement Area to the terms and conditions and for the purposes hereinafter set forth, and to further grant a Permanent Access Easement of Ingress and Egress (hereinafter, "Permanent Access Easement") to the Conservation Easement Area upon and along the Property as more particularly set forth hereinafter.

The NCDOT is an agency of the State of North Carolina whose purpose includes the construction of transportation projects for public use and who has the authority to acquire land for the purpose of mitigating environmental impacts of these transportation projects.

In connection with Transportation Improvement Program Project R-2245, the NCDOT desires to preserve Carolina Bays located near the Project and preserve wildlife crossings between the Bays, and to hold a conservation easement over said Bays and crossings, referred to as the Conservation Easement Area;

The purposes of the Conservation Easement over the Conservation Easement Area are (1) to preserve and protect the conservation values of the Conservation Easement Area, which include, but are not limited to, natural resources; wildlife habitat for land, air and aquatic species; aquatic resources, including streams, rivers, ponds, bays, and wetlands; and scenic resources of the Property; (2) to prevent any use of the Conservation Easement Area that will significantly impair or interfere with these purposes; and, (3) to maintain permanently the dominant woodland, scenic and natural character of the Conservation Easement Area.

The Grantors intend that the conservation values of the Conservation Easement Area be preserved and maintained, and further, the Grantors intend to convey to the Grantee the right to preserve and protect the conservation values of the Conservation Easement Area in perpetuity.

The conservation purposes of this Conservation Easement are recognized by the Uniform North Carolina Conservation and Historic Preservation Agreements Act, N.C.G.S. § 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions “appropriate to retaining land or water areas predominantly in their natural, scenic, or open condition or in agricultural, horticultural, farming or forest use,” N.C.G.S. § 121-35(1); and which provides for tax assessment of lands subject to such agreements “on the basis of the true value of the land and improvement less any reduction in value caused by the agreement,” N.C.G.S. § 121-40.

NOW, THEREFORE, in consideration of the sum of ONE Dollar (\$1.00) and for other valuable considerations to the Grantors, and in consideration of the mutual covenants, terms, conditions and restrictions contained herein, the Grantors hereby grant and convey unto the Grantee and its successors or assigns forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, in respect to the Conservation Easement Area of the Property of the Grantors situated in Brunswick County, North Carolina, as described in Exhibit A; together with a Permanent Access Easement as more particularly described below in Paragraph 4 and in Exhibit B, attached hereto and incorporated by reference. All subsequent references to the Conservation Easement shall include, where appropriate, reference to the Permanent Access Easement.

The terms, conditions and restrictions of the Conservation Easement and Permanent Access Easement are as hereinafter set forth:

1. Grant of Conservation Easement

The Grantors hereby voluntarily grant and convey to the Grantee, and the Grantee hereby voluntarily accepts, a perpetual Conservation Easement, which is an immediately vested interest in real property of the nature and character described herein. The Grantors agree that they will not perform, nor knowingly allow others to perform, any act on or affecting the Conservation Easement Area that is inconsistent with the covenants herein. The Grantors authorize the Grantee to enforce these covenants in the manner described below.

The Grantors hereby voluntarily grant and convey to the Grantee all development rights for the Conservation Easement Area, except as otherwise reserved and provided by the terms of this Conservation Easement, that are now or hereafter inherent in the Conservation Easement Area. The parties agree that such rights are terminated and extinguished, and may not be used on or transmitted to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property.

2. Statement of Purpose, Duration

The purposes of the Conservation Easement are, as more particularly described above, to preserve current and future conservation values inherent in the Property. Except as specifically

permitted herein, no activity that shall significantly impair the condition of the Conservation Easement Area shall be permitted.

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

3. Description of Conservation Easement Area

The Conservation Easement Area is comprised of ____ total acres, as more particularly described in Exhibit A.

4. Access

The Grantors hereby grant and convey to the Grantee a Permanent Access Easement over the Property to the Conservation Easement Area, continuing in perpetuity. The location of the Permanent Access Easement is described in Exhibit B.

The NCDOT and its authorized representatives, including the USACE and the Ecosystem Enhancement Program of the North Carolina Department of Environment and Natural Resources (hereinafter, "EEP"), at all reasonable times and continuing in perpetuity, shall have the right to access the Conservation Easement Area through the Property over this Permanent Access Easement (1) in order to study, inventory, monitor, maintain, enhance and preserve the Conservation Easement Area; (2) in order to access, study, inventory, monitor, maintain, and preserve adjoining property in which NCDOT holds or will hold a conservation easement; and (3) for the purpose of inspecting the Conservation Easement Area to determine if the Grantors are complying with the terms, conditions, restrictions, and purposes of this Conservation Easement. The NCDOT will notify the Grantors by phone, email, or other correspondence before entering the Property for the purpose of determining compliance. However, if the NCDOT in its sole discretion determines that circumstances require immediate entry, such party is not required to notify the Grantors prior to entry but will notify the Grantors within two business days of such entry.

5. Rights and Responsibilities Retained by the Grantors

Subject to the terms and restrictions contained herein, the Grantors reserve to and for itself and its successors all customary rights and privileges of ownership, including without limitation the right to quiet enjoyment of the Conservation Easement Area; the rights to sell, lease, encumber, impose restrictions on and devise the Conservation Easement Area, provided such transaction is subject to the terms of this Conservation Easement and written notice is provided to the Grantee; together with any rights not specifically prohibited by or limited by this Conservation Easement, and not inconsistent with the purposes of this Conservation Easement. Unless otherwise specified below, nothing in this Conservation Easement shall require the Grantors to take any action to restore the condition of the Conservation Easement Area after any

Act of God. The Grantors understand that nothing in this Conservation Easement relieves it of any obligation or restriction on the use of the Conservation Easement Area imposed by law.

6. Right to Privacy

The Grantors retain the right to privacy and the right to exclude any member of the public from trespassing on the Conservation Easement Area. This Conservation Easement does not create any rights of the public in, on or to the Conservation Easement Area, although the public has the right to view the Conservation Easement Area from any adjacent publicly accessible areas. The Grantors may allow public access to the Conservation Easement Area; however, any such access must be consistent with the terms and conditions of this Easement, and may not impair or interfere with the conservation values of this Conservation Easement Area.

7. Subdivision

The Conservation Easement Area may not be subdivided, partitioned nor conveyed from the Property, except in its current configuration as an entity or block of the Property.

8. Passive Recreational Use

The Grantors retain the right to engage in passive recreational uses of the Conservation Easement Area (requiring no surface alteration of the land and posing no threat to the conservation values set forth herein), including, without limitation, walking or animal and plant observation as long as such activity is consistent with the purposes of this Conservation Easement and is not prohibited by Paragraph 9 below. Fishing, hunting, or equestrian use of the Conservation Easement Area are prohibited.

9. Permitted and Restricted Activities

Any activity on, or use of, the designated Conservation Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantors is prohibited as inconsistent with the purposes of the Conservation Easement. The Conservation Easement Area shall be maintained in its natural, scenic and open condition and restricted from any development that would significantly impair or interfere with the conservation values of this Conservation Easement Area, and any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. Any rights not expressly reserved hereunder by the Grantors have been acquired by the Grantee.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

A. *Disturbance of Natural Features*

Any changes, disturbance, alteration or impairment of the natural, scenic and aesthetic features of the Conservation Easement Area or any introduction of non-native plants and/or animal species is prohibited unless the NCDOT gives its prior written consent or unless otherwise expressly permitted herein.

B. *Agricultural, Grazing, and Horticultural Use and Fencing*

Agricultural, grazing and horticultural use, including landscaping, of the Conservation Easement Area is prohibited. No herbicides, insecticides, fungicides, fertilizers or other potentially harmful substances may be used in the Conservation Easement Area without advance written permission from the NCDOT. No agricultural products or by-products may be disposed of in the Conservation Easement Area or within 100 feet of the streambank, whichever is greater, or result in or cause discharge or runoff directly into the Conservation Easement Area. Existing fences may be repaired and replaced. Grantee or its representatives, specifically including the EEP, may install fencing around the perimeter of the Conservation Easement Area. Grantors will be responsible for maintenance of all fences.

C. *Silvicultural Use and Land Clearing*

There may be no destruction or cutting of trees or plants in the Conservation Easement Area, except upon written approval of NCDOT. The gathering of firewood in the Conservation Easement Area shall be limited to dead trees, such that the gathering is consistent with the purposes of this Conservation Easement. Removal of large live trees, or thinning of the forest or removal of brush for fire management, may be allowed in some cases provided that any such request is consistent with the purposes of this Conservation Easement and the Grantors obtain prior written approval from the NCDOT.

The Grantee is permitted to construct and maintain walking trails on upland areas within the conservation easement. Designated wetland areas must be bridged or crossed using an elevated boardwalk. The trails may be a maximum width of six (6) feet. No additional clearing may take place outside the six (6) foot width. The trails may be surfaced with compacted soil or gravel (maximum aggregate size of three quarters (3/4) of an inch) if necessary to allow access for the disabled. The trails may be maintained through mowing.

D. *Dumping and Storage*

Dumping or storage of soil, trash, refuse, debris, ashes, garbage, waste, abandoned vehicles or parts, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Conservation Easement Area is prohibited. No agricultural products or by-products, or agricultural equipment, may be dumped or stored in the Conservation Easement Area. Grantors shall be responsible for removing any dumped or stored material.

E. *Mineral Use, Excavation, and Dredging*

There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Conservation Easement Area, or on adjacent property if owned by the Grantors or their successors, which would cause erosion or siltation on the Conservation Easement Area.

F. *Industrial Use*

Industrial activities on the Conservation Easement Area are prohibited.

G. *Residential Use*

Residential use of the Conservation Easement Area is prohibited.

H. *Commercial Use*

Commercial activities in the Conservation Easement Area are prohibited.

I. *Construction, Roads and Road Building, Motorized Vehicles*

There shall be no building, shed, facility, mobile home, or other structure constructed or placed in the Conservation Easement Area. No new roads, either paved or unpaved, may be constructed in the Conservation Easement Area. Motorized vehicles, including off-road vehicles, are prohibited in the Conservation Easement Area. However, the NCDOT expressly reserves the right to install, operate, and maintain structures or unpaved roads, and to use motorized vehicles in any manner necessary, for the purpose of preserving, protecting, and maintaining the conservation values of the Conservation Easement Area.

Provided, however, that Grantors are permitted to construct an access road through the Wildlife Corridor. The total width of clearing for the road and any associated pathways, drainage, and utilities may not exceed one hundred (100) feet. The provisions of N.C.G.S. § 136-102.6 and any other applicable statutes, regulations, or policies govern acceptance of the subdivision road and the wildlife crossings (described below) onto the State highway system. The Williamsons will be solely responsible for planning, design, and construction of the subdivision road, including obtaining any and all permits necessary for the construction of the subdivision road. The Williamsons must obtain advance written permission from NCDOT before beginning construction of the subdivision road and wildlife crossings, with such written permission not to be unreasonably delayed or withheld.

In order to maintain continuity between the Wildlife Corridor 1 and West Bay, the Grantors will provide a minimum of four (4) sixty inch (60") by forty-six inch (46") corrugated aluminum pipe arches, spread evenly across the width of the wildlife corridor, with a continuous aluminum headwall on both ends, to be used as wildlife crossings. The bottom of the pipes shall be buried one foot (1') below the ground surface. The pipes will be backfilled along their entire length with one foot (1') of soil. The wildlife crossings must be built in accordance with Exhibit

C, attached hereto. Four pre-cast concrete bridge openings may be used in place of the pipe-arch configuration provided the vertical clearance and total opening area of the four bridges equals or exceeds that for the pipe-arch configuration. The wildlife crossings must be constructed and operational by the time construction of the subdivision road is complete and before the road is open to traffic.

J. *Signs*

No signs shall be permitted in the Conservation Easement Area except interpretive signs describing activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, and signs giving directions or prescribing rules and regulations for the use of the Conservation Easement Area, which shall specifically include "No Trespassing," "No Hunting," and "Posted" signs, if applicable.

K. *Utilities*

The installation of utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities, is prohibited. If there are existing utility easements located in the Conservation Easement Area or affecting the Conservation Easement Area, the Grantors shall notify the NCDOT if right-of-way clearing or other work in the Conservation Easement Area is scheduled by the utility. Any such clearing should be in keeping with the intent of the Conservation Easement.

L. *Water Quality and Drainage Patterns*

The Grantors shall conduct no activities in the Conservation Easement Area that would be detrimental to water quality or to any of the plants or habitats within the Conservation Easement Area, or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Conservation Easement Area, or cause soil degradation or erosion. Diking, dredging, alteration, draining, filling or removal of wetlands or stream by the Grantors is prohibited. In addition, the Grantors are prohibited from diverting or causing or permitting the diversion of surface or underground water into, within or out of the Conservation Easement Area by any means; polluting or discharging into waters, springs, seeps, or wetlands; or using pesticides or biocides in the Conservation Easement Area unless agreed to in writing by the NCDOT.

M. *NCDOT's Rights*

The NCDOT, on behalf of itself and its authorized representatives, specifically including the EEP, reserves the right to use the Conservation Easement Area in any way necessary, consistent with the terms herein, to undertake any activities to protect, restore, manage, maintain, or enhance the conservation values of this Conservation Easement. NCDOT specifically reserves the right to use the Conservation Easement Area in the future for additional mitigation or conservation activities that further the conservation values of the Conservation Easement Area.

10. Ongoing Responsibilities of the Grantors

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantors as owners of the Property. Among other things, this shall apply to:

A. *Taxes*

The Grantors shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, the Grantors will reimburse the Grantee for the same.

B. *Upkeep and Maintenance*

The Grantors retain all responsibilities and shall bear all costs and liabilities of any kinds related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

C. *Liability and Indemnification*

The Grantors agree to indemnify and hold the Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the intentional misconduct or negligence of the Grantee or their agents, in which case liability shall be apportioned to the extent allowed by law.

11. Enforcement

The NCDOT shall have the right to prevent violations and remedy violations of the terms of this Conservation Easement through judicial action, which shall include, without limitation, the right to bring proceedings in law or in equity against any party or parties attempting to violate the terms of this Conservation Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the conservation values of the Conservation Easement Area, the NCDOT shall give the Grantors written notice of the violation and thirty (30) days to cure the violation, before commencing any legal proceedings. If a court with jurisdiction determines that a violation may exist or has occurred, the NCDOT may obtain an injunction to stop the violation, temporarily or permanently. The parties agree that a court may issue an injunction or order requiring the Grantors to restore the Conservation Easement Area to its condition prior to the violation as restoration of the Conservation Easement Area may be the only appropriate remedy. In any case where a court finds that a violation has occurred, the Grantors shall reimburse the NCDOT for all its expenses incurred in stopping and correcting the violation, including but not limited to court costs, attorneys' fees, and any other costs incurred with onsite remediation. If legal action is brought by the NCDOT and the court finds that no violation has occurred, each party shall bear its own costs. The failure of the NCDOT to discover a violation or to take

immediate legal action shall not bar it from doing so at a later time for that violation or any subsequent violations.

12. Transfer of Easements

The Grantee shall have the right to transfer this Conservation Easement and Permanent Access Easement to the EEP, or any public agency or to a private nonprofit organization that, at the time of transfer, is a qualified organization under §170(h) of the U.S. Internal Revenue Code, as amended and under NCGS §121-34 *et seq.*, provided the agency or organization expressly agrees to assume the responsibility imposed on the transferring party or parties by this Conservation Easement. As a condition of such transfer, the Grantee shall require that the conservation purposes intended to be advanced hereunder shall be continued to be carried out.

13. Transfer of Property

The Grantors agree to incorporate by reference the terms of this Conservation Easement and Permanent Access Easement in any deed or other legal instrument by which it transfers or divests itself of any interests, including leasehold interests, in all or a portion of the Conservation Easement Area. Failure of the Grantors to comply with this section shall not impair the validity of this Conservation Easement and Permanent Access Easement as to successor owners or limit their enforceability in any way, nor shall the Grantors's failure to comply with this section constitute a default under this Conservation Easement.

14. Amendment of Easements

This Conservation Easement and Permanent Access Easement may be amended by a written instrument executed by the Grantee and the Grantors. Any such amendment shall be consistent with the purpose of this Conservation Easement and its terms, and shall comply with Section 170(h) of the Internal Revenue Code or any regulations promulgated in accordance with that section. Any such amendment shall be duly recorded.

15. Procedure in the Event of Changed Conditions

The grant or donation of this Conservation Easement gives rise to a property right immediately vested in the Grantee, with a fair market value equal to the proportionate value that the Conservation Easement bears to the value of the Property as a whole. That proportionate value of the Grantee's property rights shall remain constant. If a change in conditions occurs, which makes impossible or impractical any continued protection of the Conservation Easement Area for conservation purposes, the restrictions contained herein may only be extinguished by judicial proceeding. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of the Grantors's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by the Grantors and Grantee in such action shall be paid out of the recovered proceeds. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Upon such proceedings, such portion shall be

equal to the proportionate value that the Grantee's, its successor's and assign's, interest in the Conservation Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantors's expenses from such transaction or proceeding.

16. Procedure in the Event of Condemnation or Eminent Domain

Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantors shall immediately give notice to the Grantee and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. Any proceeds recovered in such actions shall be divided in accordance with the proportionate value of the Grantors's and Grantee's interests as specified herein; all expenses including attorneys' fees incurred by the Grantors and Grantee in such action shall be paid out of the recovered proceeds to the extent not paid by the condemning authority. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the proportionate value that the Grantee's, its successor's and assign's interest in the Conservation Easement Area bears to the value of the Property as a whole as of the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Easement Area, or any damages otherwise awarded as a result of judicial proceeding, minus the Grantors's expenses from such transaction or proceeding.

17. Interpretation

This Conservation Easement shall be interpreted under the laws of the State of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

18. Perpetual Duration; Severability

This Conservation Easement and Permanent Access Easement shall be servitudes running with the land in perpetuity. Every provision of this Conservation Easement and Permanent Access Easement that applies to the Grantors or the Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Invalidity of any of the covenants, terms or conditions of this Conservation Easement or Permanent Access Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof, which shall remain in full force and effect.

19. Notices

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail to the parties respectively at the following addresses, unless a party has been notified in writing by the other of a change of address:

To the Grantors:

To NCDOT:
Office of Natural Environment
1598 Mail Service Center
Raleigh, NC 27699-1598

In any provision of this Conservation Easement in which the Grantors is required to provide advance notice to the Grantee of any activity on the Property, such notice shall be given not less than thirty days prior to the planned commencement of the activity. If the Grantee's approval is required, such approval shall be deemed withheld unless the Grantee provides to the Grantors written notice of approval within 30 days of receipt of said request. If the Grantors have received no response after said 30 days, the Grantors may send a second written notice to the Grantee requesting a statement of the reasons for the disapproval and the Grantee shall respond within 30 days with an explanation for the specific reasons and basis for its decision to disapprove.

20. Grantors's Title Warranty

The Grantors covenant and represent that the Grantors are the sole owners and are seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement and Permanent Access Easement; that the Conservation Easement Area and Permanent Access Easement are free and clear of any and all encumbrances, except easements and leases of record or in effect by prescriptive rights as of the date hereto; and that there is legal access to the Property; and the Grantors covenant that the Grantee shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid easements conveyed.

21. Subsequent Liens

No provisions of this Conservation Easement should be construed as impairing the ability of the Grantors to use the Conservation Easement Area as collateral for subsequent borrowing. Any such liens shall be subordinated to this Conservation Easement.

22. Subsequent Easements/Restrictions

The grant of any easements or use restrictions that might diminish or impair the conservation values of the Conservation Easement Area is prohibited. Any such easements or restrictions shall be subordinated to this Conservation Easement and Permanent Access Easement.

23. Grantors's Environmental Warranty

The Grantors warrant that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable federal and state law, and hereby promise to defend and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste caused by the intentional or negligent act of the Grantors or violation of federal, state or local environmental laws caused by the negligent or intentional act of the Grantors. Without limiting the generality of the foregoing, nothing in this Conservation Easement shall be construed as giving rise to any right or ability in the Grantee, nor shall the Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

24. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and Permanent Access Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the said easements.

25. Recording

The Grantee shall record this instrument and any amendment hereto in timely fashion with the Office of the Register of Deeds of Brunswick County, North Carolina, and may re-record it at any time as may be required to preserve its rights under this Conservation Easement.

26. Merger

The Parties agree that the terms of this Conservation Easement and Permanent Access Easement shall survive any merger of the fee and easement interest in the Property.

TO HAVE AND TO HOLD this Conservation Easement and Permanent Access Easement unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTORS:

_____(Seal)
LADANE WILLIAMSON

NORTH CAROLINA

COUNTY

I, _____, a Notary Public of _____ County, North Carolina do hereby certify that LaDane Williamson personally appeared before me this day and executed the foregoing instrument.

Witness my hand and official stamp or seal this the _____ day of _____, 2006.

Notary Public (SEAL)
My commission expires: _____

_____(Seal)
DR. DECAROL WILLIAMSON

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina do hereby certify that DeCarol Williamson personally appeared before me this day and executed the foregoing instrument.

Witness my hand and official stamp or seal this the _____ day of _____, 2006.

Notary Public (SEAL)
My commission expires: _____

_____(Seal)
JAN WILLIAMSON*

**Jan Williamson executes this Agreement solely to the extent that she has any marital right to the Property*

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina do hereby certify that Jan Williamson personally appeared before me this day and executed the foregoing instrument.

Witness my hand and official stamp or seal this the _____ day of _____, 2006.

Notary Public (SEAL)
My commission expires: _____

Accepted:

GRANTEE:

THE NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

By: A.D. Allison, II
Assistant Manager, Right of Way Branch

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public of _____ County, North Carolina do hereby certify that A.D. Allison, II personally came before me this day and acknowledged that he is the Assistant Manager of the Right of Way Branch of the North Carolina Department of Transportation, an agency of the State of North Carolina, and that by authority duly given he executed the foregoing instrument.

Witness my hand and official stamp or seal this the _____ day of _____, 2006.

Notary Public (SEAL)
My commission expires: _____

EXHIBIT A

CONSERVATION EASEMENT AREA

All of that property designated as “_____” as shown on a survey for the North Carolina Department of Transportation dated _____, prepared by _____ and recorded in Map Book ___ at Page ____ in the office of the Register of Deeds for Brunswick County.

EXHIBIT B

PERMANENT ACCESS EASEMENT

All of that property designated as “_____” as shown on a survey for the North Carolina Department of Transportation dated _____, prepared by _____ and recorded in Map Book ___ at Page ____ in the office of the Register of Deeds for Brunswick County.

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY _____ CHECKED BY _____

RETURN TO: Division Right of Way Agent
NCDOT - 3113 N. Kerr Avenue
Wilmington, NC 28405

NORTH CAROLINA
COUNTY OF BRUNSWICK
TAX MAP AND LOT 21900001

T.I.P. No.: R-2245
WBS ELEMENT: 34407.3.1
PARCEL NUMBER: R-2245
ROUTE: Second Bridge to Oak Island

THIS FEE SIMPLE DEED, made and entered into this the ____ day of _____, 2006
by and between Dr. DeCarol Williamson and wife, Jan Williamson, and LaDane Williamson
ADD ADDRESS HERE

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in Lockwood Folly Township, Brunswick County, North Carolina, which is particularly described as follows:

Control of Access Right of Way for Access Corridor 4 (ACC4) for Transportation Improvement Program Project R-2245 (hereinafter, "ACC4 Right of Way"):

ACC 4: [insert legal description here]

The property hereinabove described is a portion of the property acquired by the GRANTORS by instrument(s) recorded in the Brunswick County Registry in Deed Book _____ Page _____.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 34407.3.1, Transportation Improvement Program Project R-2245 (hereinafter, "the Project"), Brunswick County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except as shown on the final right of way plans (hereinafter, "Plans") and specifically subject to the restrictions upon access for the ACC3 Corridor set forth hereinafter. The Plans for the Project showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which Plans is hereby made for purposes of further description and for greater certainty.

The Grantors by the execution of this instrument, acknowledge that the Plans for the Project as they affect their remaining property have been fully explained to them or their authorized representative, and they do hereby release the Grantee, its successors and assigns from any and all claims for damages resulting from the construction of said Project or from the past, present or future use of said premises herein conveyed

for any purpose for which the said Department is authorized by law to subject the same.

Conveyance of the ACC4 Right of Way is made for the acquisition of Right of Way for a Control of Access Corridor (ACC4); however, it is specifically understood that any road or highway constructed or established thereon shall be constructed by and at the expense of the Grantors, or their successors in title to the adjoining lands, and not by the Department.

Access from the adjoining property of the Grantors to the future road or highway that may be constructed by the Grantors within the said ACC4 corridor will be allowed at a point more particularly described as follows: By means of a specific access point 100 feet in width, which is located along the following described line: Beginning at a point [insert description here].

The Grantors, as owners of the adjoining property, or their successors in title, must obtain from the Department an approved driveway access permit prior to beginning construction of the road or highway within the ACC4 corridor. The application for a driveway access permit shall be made in accordance with the North Carolina Department of Transportation's "Policy On Street and Driveway Access to North Carolina Highways" in effect at the time of such application, subject to the rules, regulations, conditions, specifications, and permit processes of the NCDOT and those of any local governments, including but not limited to the submission to, and approval by, such governmental entities of a proposed site development and traffic plan. The Grantors, or their successors in title, will be solely responsible for the planning, design, and construction of the road or highway within the ACC4 corridor, and for obtaining any and all permits necessary for the construction of the road. Said road must be a control of access facility, and must be built in accordance with the minimum right-of-way and construction standards contained in the North Carolina Department of Transportation's "Subdivision Roads Minimum Construction Standards" manual in effect at the time of the application for the driveway access permit, and in accordance with any conditions of the approved driveway access permit. Said access shall be subject to any restrictions upon any requested revision of control of access as set forth on the Plans for said Project.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:
NONE

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

BY: _____
DeCarol Williamson

BY: _____
Jan Williamson

BY: _____
LaDane Willamson

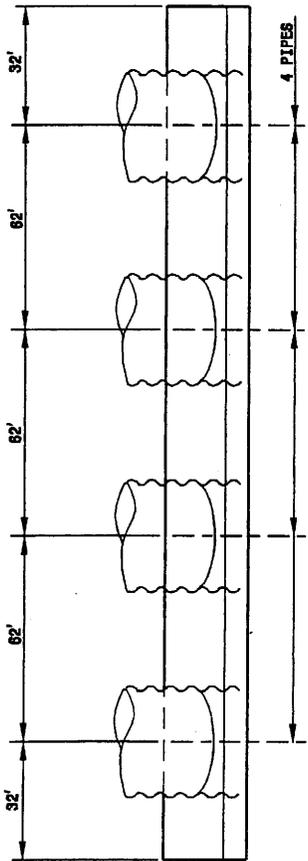
ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, certify that _____ personally appeared before me this day and executed the foregoing instrument.
	Witness my hand and official stamp or seal, this the _____ day of _____, 2006
	My commission expires _____ <div style="text-align: right;">Notary Public</div>

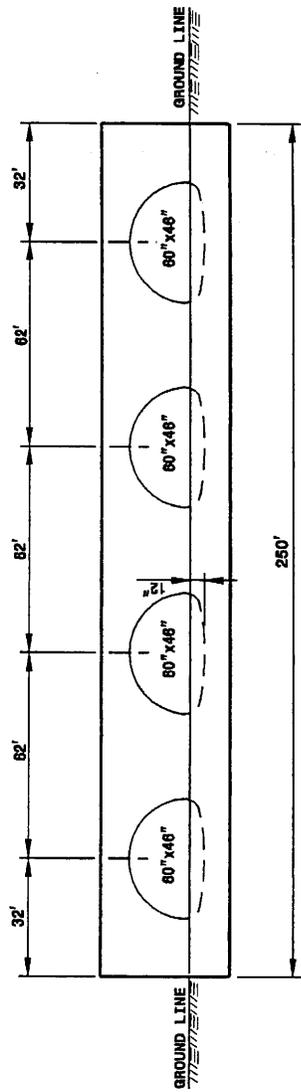
(Stamp/Seal)

EXHIBIT E

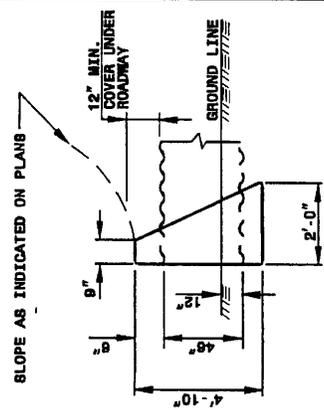
NOTES:
USE ALUMINUM ENDWALL THAT MEETS
NC DOT STANDARD SPECIFICATIONS 1032-2.
CONCRETE MAY BE USED IN LIEU OF ALUMINUM
FOR ENDWALL CONSTRUCTION IN UPLAND
(NON-WETLAND) AREAS.
SUBMIT SHOP DRAWINGS TO NC DOT PROJECT
SERVICES FOR APPROVAL PRIOR TO INSTALLATION.
DIMENSIONS AND SHAPE OF ENDWALL MAY VARY
PER DESIGN OF ENDWALL FABRICATOR.



PLAN



ELEVATION



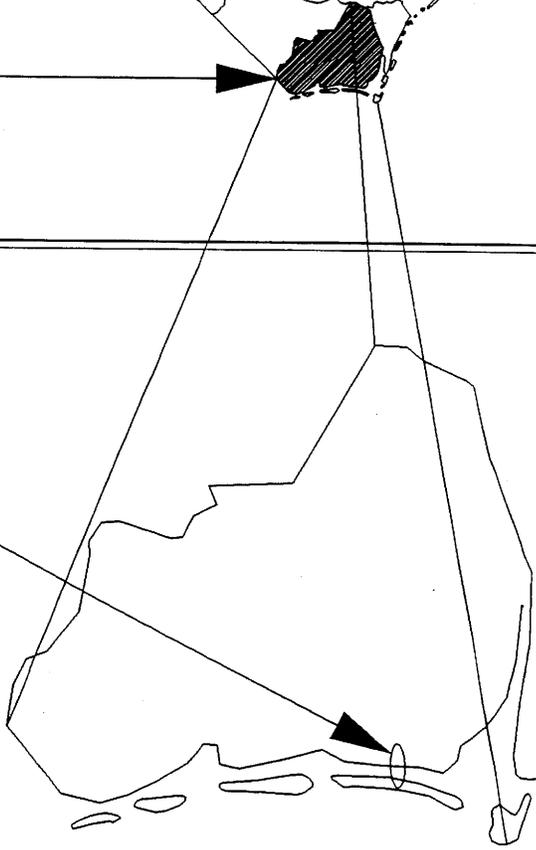
END ELEVATION

NORTH CAROLINA



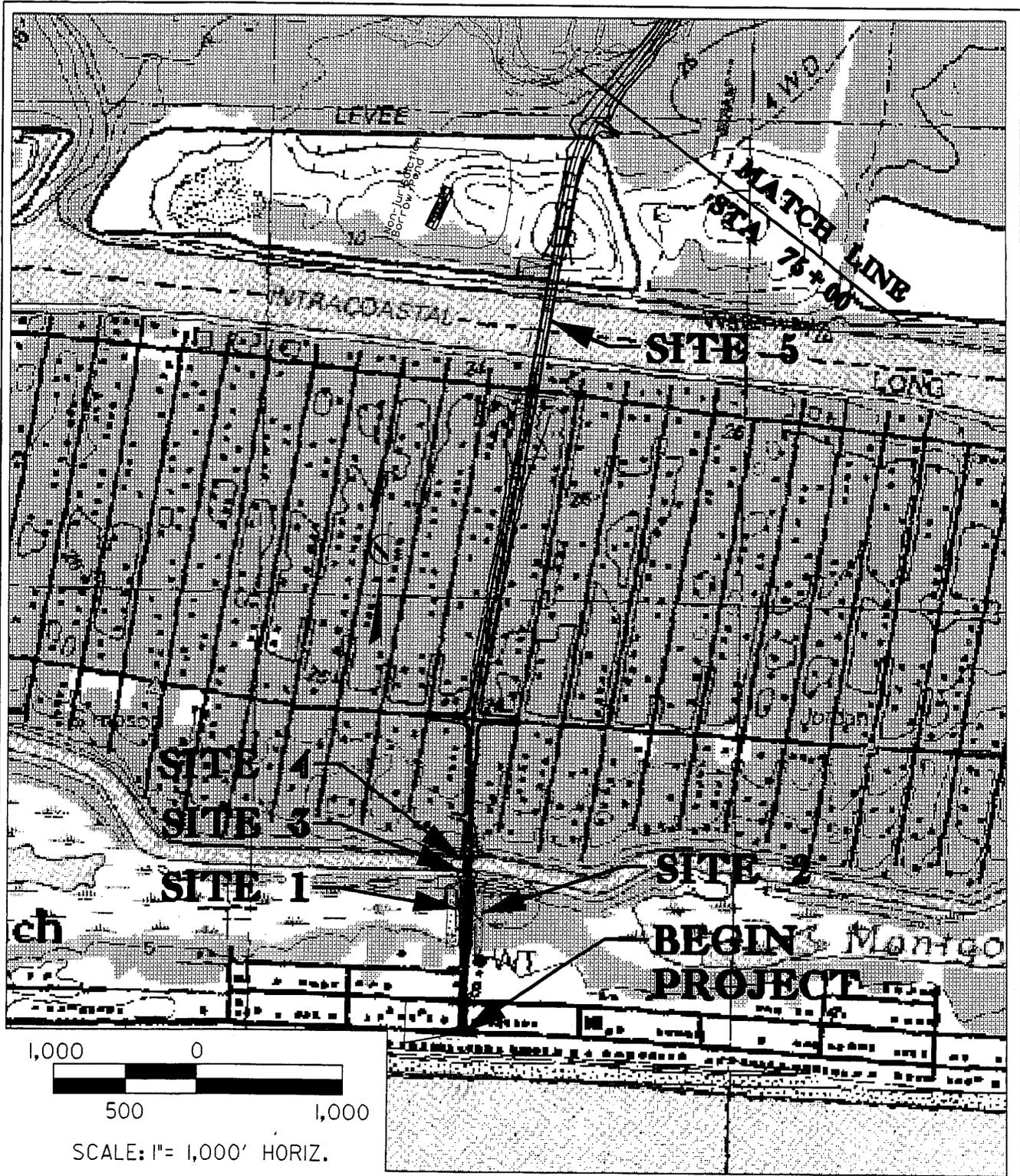
BRUNSWICK
COUNTY

PROJECT
LOCATION



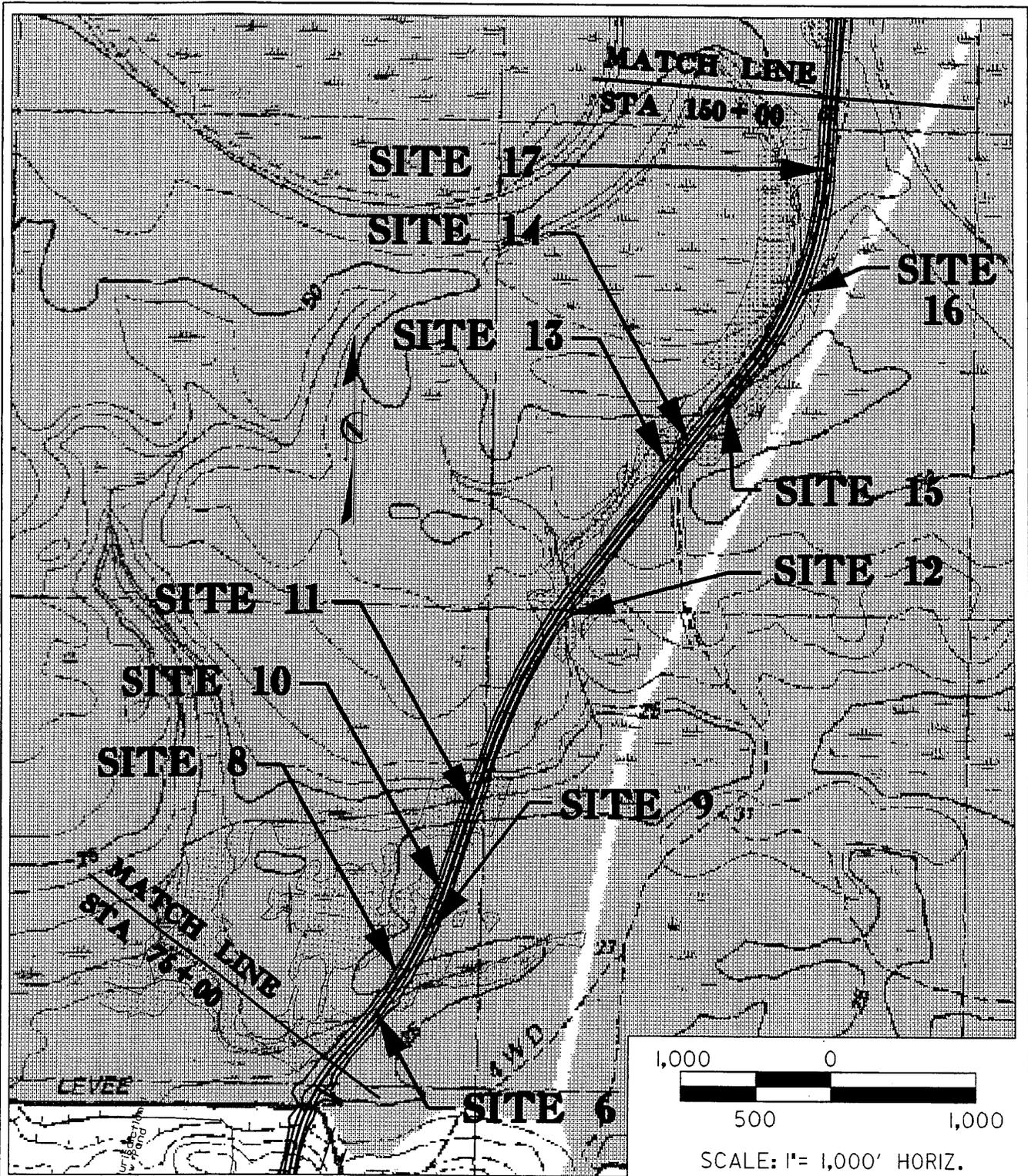
LOCATION
MAP

NCDOT
DIVISION OF HIGHWAYS
BRUNSWICK COUNTY
PROJECT 34407.1.1 (R-2245)
SECOND BRIDGE TO
OAK ISLAND



SITE
MAP
1 of 4

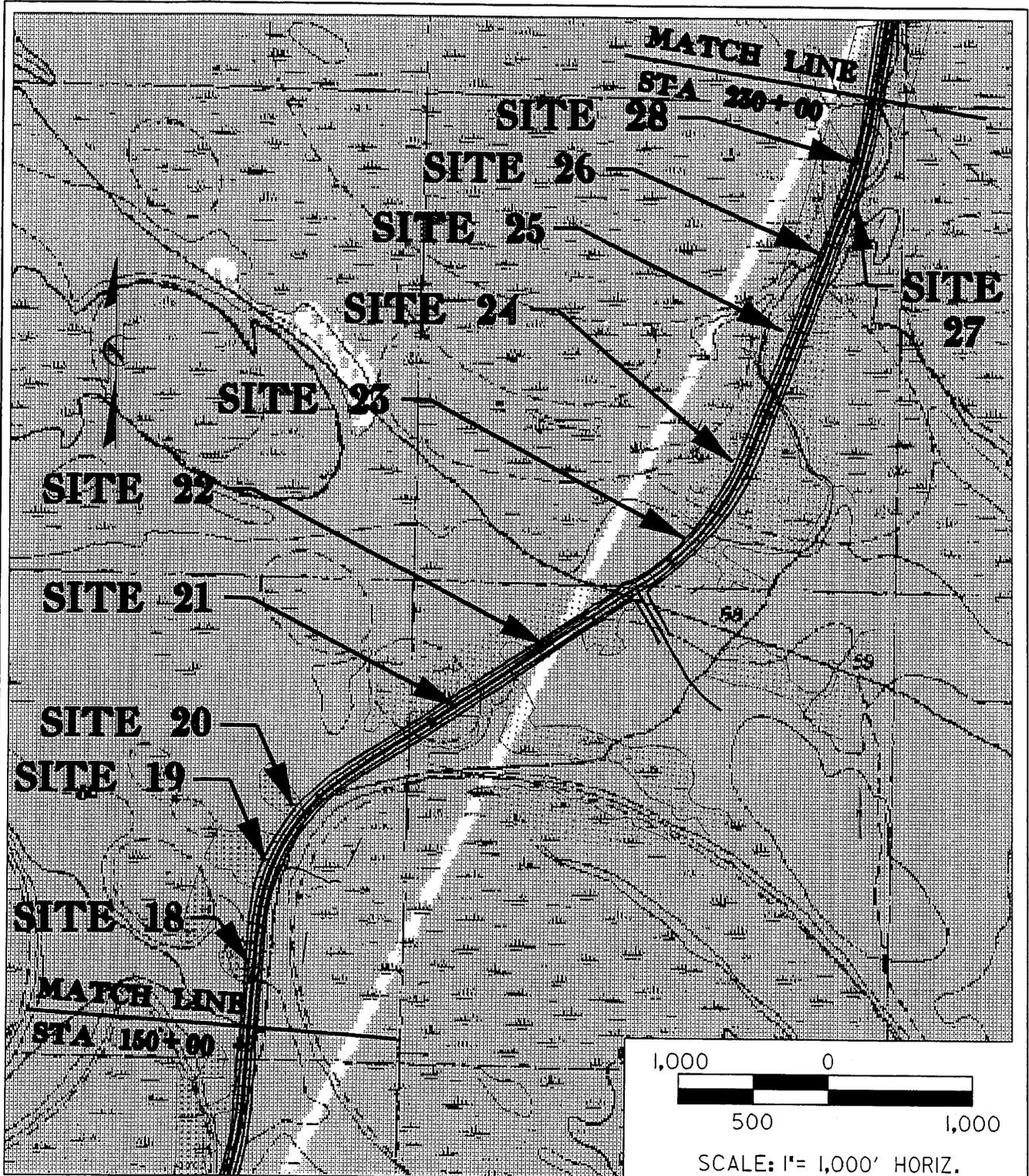
NCDOT
 DIVISION OF HIGHWAYS
 BRUNSWICK COUNTY
 PROJECT 34407.11 (R-2245)
 NEW ROUTE FROM SR 1104
 (BEACH DR) TO NC 211
 (SECOND BRIDGE TO OAK ISLAND)



SITE
MAP
2 of 4

NCDOT
DIVISION OF HIGHWAYS
BRUNSWICK COUNTY
PROJECT 34407.1.1 (R-2245)
NEW ROUTE FROM SR 1104
(BEACH DR) TO NC 211
(SECOND BRIDGE TO OAK ISLAND)

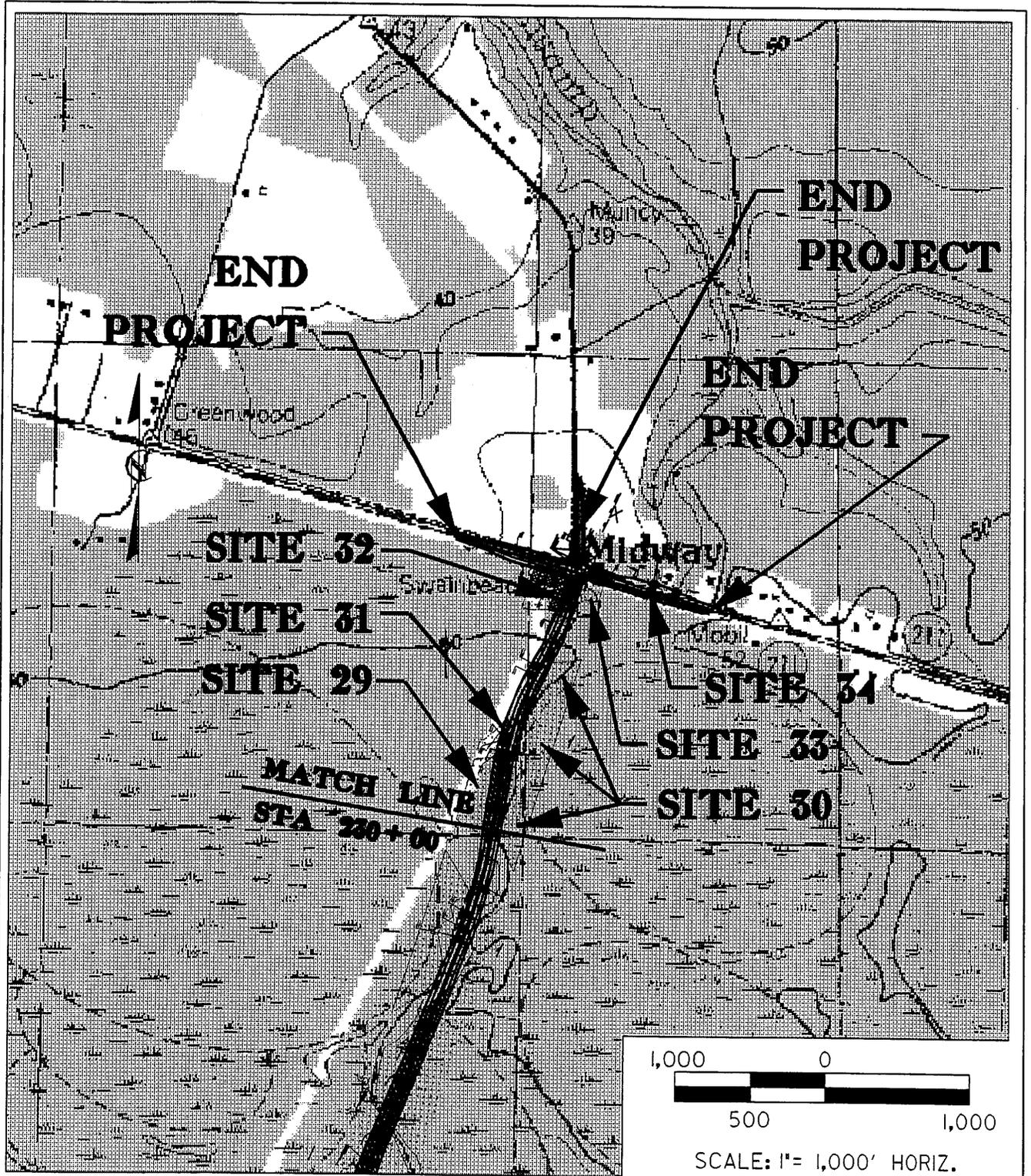
SHEET 3 OF 80



SITE
MAP
3 of 4

NCDOT
DIVISION OF HIGHWAYS
BRUNSWICK COUNTY
PROJECT 34407.1.1 (R-2245)
NEW ROUTE FROM SR 1104
(BEACH DR) TO NC 211
(SECOND BRIDGE TO OAK ISLAND)

SHEET 4 OF 60



SITE
MAP
4 of 4

NCDOT
DIVISION OF HIGHWAYS
BRUNSWICK COUNTY
PROJECT 34407.1.1 (R-2245)
NEW ROUTE FROM SR 1104
(BEACH DR) TO NC 211
(SECOND BRIDGE TO OAK ISLAND)

SHEET 5 OF 60

PROPERTY OWNERS

NAMES AND ADDRESSES

PARCEL NO.	NAMES	ADDRESSES
7	OAK ISLAND ELKS LODGE #2769	106 EAST DOLPHIN DRIVE OAK ISLAND, NC 28465
8	GAYLE S. FAUCETTE, etal	418 SUNSET AVE. OXFORD, NC 27565
11	MARION C. DEETER	119 SE 1st STREET OAK ISLAND, NC 28465
71	GEORGE L. FISHER, Etal.	HARRISBURG, NC 28075 10630 PEACH ORCHARD RD
102	MICHAEL DENNIS	CMR 467 BOX 1982 APO AE, 09096
103	JAMES W. WRIGHT	143 MAXWELL ST. FAYETTEVILLE, NC 28301
104	MAS PROPERTIES LLC	131 OCEAN BLVD. WEST HOLDEN BEACH, NC 28462

NCDOT

DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

PROJECT 34407.1.1 (R-2245)

SECOND BRIDGE TO

OAK ISLAND

PROPERTY OWNERS

NAMES AND ADDRESSES

PARCEL NO.	NAMES	ADDRESSES
106	LaDANE WILLIAMSON, etal	2618 NEW VILLAGE WAY WILMINGTON, NC 28405
(not numbered)	BRUNSWICK ELEC MEMBERSHIP	P.O. BOX 826 SHALLOTTE, NC 28459
107	RESERVE DEVELOPMENT CO. LLC	P.O. BOX 10879 SOUTHPORT, NC 28465
109	SOUTH SHORE REAL ESTATE, LLC.	P.O. BOX 411 WINNABOW, NC 28479
113	MIDWAY LANDING, LLC. & GROCERY OF WINNABOW INC.	233 FOREST ROAD WILMINGTON, NC 28403
114	JAMES E. McCRACKEN, et al	3343 SOUTHPORT-SUPPLY RD BOLIVIA, NC 28422

NCDOT
 DIVISION OF HIGHWAYS
 BRUNSWICK COUNTY
 PROJECT 34407.1.1 (R-2245)
 SECOND BRIDGE TO
 OAK ISLAND

 SHEET 7 OF 60

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS						SURFACE WATER IMPACTS					
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)		
1	16+00-L- +/- to 19+80 -L- +/- LT	ROADWAY FILL	0.000	NO IMPACTS AT SITE 1										
2	15+40 -L- +/- to 19+80 -L- +/- RT	ROADWAY FILL	0.026	0.027										
3	20+70 -L- +/- to 21+20 -L- +/-	CLASS II RIP RAP FILL SLOPE PROTECTION							0.001	0.029				
*4	21+75 -L- +/- to 22+35 -L- +/-	CLASS II RIP RAP FILL SLOPE PROTECTION		0.019					0.000	0.006				
5	56+40 -L- +/- to 60+70 -L- +/-	BRIDGE OVER INTRACOASTAL WATERWAY & BULKHEAD												
6	75+40 -L- +/- to 83+00 -L- +/-	ROADWAY FILL	1.348			0.174		0.082						
TOTALS, This Sheet:			1.374	0.046		0.174		0.082	0.001	0.035				

Total impacts to Coastal Wetlands: 0.019 Acres

- Site 3 Perm. Surface Water Impact Due to Perm. Pile Bents: <0.001 Acres
- Site 4 Perm. Surface Water Impact Due to Perm. Pile Bents: <0.001 Acres
- * Site 4 Perm. Surface Water Impact Due to Rdwy Fill: <0.001 Acres
- Site 5 Temp. Surface Water Impact Due to Temp Work Bridge: 0.011 Acres
- Site 5 Temp. Surface Water Impact Due to Temp Bents: <0.001 Acres
- Site 5 Perm. Surface Water Impact Due to Perm. Pile Caps: 0.056 Acres
- Site 5 Perm. Surface Water Impact Due to Bulkhead: 0.012 Acres

SPECIAL EROSION CONTROL FENCE (TEMPORARY FILL) WILL BE PLACED IN SOME AREAS OF MECH. CLEARING.

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY
PROJECT: 34407.1.1 (R-2245)

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS								
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)				
*7	ACCESS ROAD 2 13+65 to 14+05 +/-	ACCESS RD FILL (RW to RW)	0.000					0.000								
NO IMPACTS TO SITE 7																
8	82+10 -L- +/- to 83+00 -L- +/- LT	ROADWAY FILL	0.046			0.020		0.014								
9	85+95 -L- +/- to 86+65 -L- +/- RT	ROADWAY FILL	0.099			0.007										
10	88+05 -L- +/- to 89+75 -L- +/- LT	ROADWAY FILL	0.108			0.029		0.035								
11	92+65 -L- +/- to 97+50 -L- +/-	ROADWAY FILL	1.203			0.204		0.151		0.010	0.002	207	52			
12	108+20 -L- +/- to 112+65 -L- +/-	ROADWAY FILL	1.013			0.159		0.055								
13	120+85 -L- +/- to 123+05 -L- +/- LT	ROADWAY FILL	0.029			0.041		0.015								
14	122+85 -L- +/- to 126+55 -L- +/-	ROADWAY FILL	0.669			0.081		0.023								
TOTALS, This Sheet:			3.167			0.541		0.293		0.010	0.002	207	52			

*NOTE: Site 7 has been deleted. It was associated with an access point on the west side of the -L- line.

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY
PROJECT: 34407.1.1 (R-2245)

SHEET **9** OF **60**

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS						
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)		
15	127+23 -L- +/- to 127+85 -L- +/- RT	ROADWAY FILL	0.003			0.007	0.014							
16	136+35 -L- +/- to 138+30 -L- +/- RT	ROADWAY FILL	0.231			0.045								
17	144+25 -L- +/- to 146+10 -L- +/- LT	ROADWAY FILL	0.325			0.040	0.030							
18	153+40 -L- +/- to 155+25 -L- +/- LT	ROADWAY FILL	0.105			0.042	0.035							
19	159+25 -L- +/- to 163+65 -L- +/-	ROADWAY FILL	1.070			0.091								
20	164+55 -L- +/- to 165+70 -L- +/- LT	ROADWAY FILL	0.142			0.026								
21	173+70 -L- +/- to 182+40 -L- +/-	ROADWAY FILL	2.388			0.385	0.125							
TOTALS, This Sheet:			4.264			0.636	0.204							

NC DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 BRUNSWICK COUNTY
 PROJECT: 34407.1.1 (R-2245)

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS				SURFACE WATER IMPACTS								
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)			
22	184+50 -L- +/- to 191+85 -L- +/-	ROADWAY FILL	1.313			0.244	0.279								
23	197+05 -L- +/- to 197+70 -L- +/-	ROADWAY FILL	0.161			0.021	0.008								
24	198+55 -L- +/- to 209+30 -L- +/-	ROADWAY FILL	2.889			0.456	0.089								
25	208+60 -L- +/- to 219+90 -L- +/-	ROADWAY FILL	2.497			0.411	0.167								
26	218+65 -L- +/- to 220+45 -L- +/- LT	ROADWAY FILL					0.013								
27	222+25 -L- +/- to 223+65 -L- +/- RT	ROADWAY FILL	0.004			0.021	0.007								
28	225+20 -L- +/- to 225+65 -L- +/- LT	ROADWAY FILL					0.002								
29	229+50 -L- +/- to 235+30 -L- +/-	ROADWAY FILL	0.682			0.123	0.019								
TOTALS, This Sheet:			7.546			1.276	0.584								

NC DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 BRUNSWICK COUNTY
 PROJECT: 34407.1.1 (R-2245)

WETLAND PERMIT IMPACT SUMMARY

Site No.	Station (From/To)	Structure Size / Type	WETLAND IMPACTS					SURFACE WATER IMPACTS							
			Permanent Fill In Wetlands (ac)	Temp. Fill In Wetlands (ac)	Excavation in Wetlands (ac)	Mechanized Clearing in Wetlands (ac)	Hand Clearing in Wetlands (ac)	Permanent SW impacts (ac)	Temp. SW impacts (ac)	Existing Channel Impacts Permanent (ft)	Existing Channel Impacts Temp. (ft)	Natural Stream Design (ft)			
30	229+15 -L- +/- to 242+45 -L- +/-	ROADWAY FILL	0.687			0.297	0.091								
31	236+55 -L- +/- to 237+60 -L- +/- LT	ROADWAY FILL	0.073			0.015									
*32	SOUTH WEST CORNER OF -L- and NC-211	ROADWAY FILL	0.514		0.166										
		*Drawdown Effect	0.671												
33	SOUTH EAST CORNER OF -L- and NC-211	ROADWAY FILL	0.047				0.050								
34	24+00 -Y7- (NC-211)	10' w x 8' h RCBC								0.004	0.016	15	80		
**35	ACCESS ROAD 2 15+65 +/- to 16+45 +/-	ACCESS RD FILL (RW to RW)	0.000				0.000								
TOTALS, This Sheet:			1.992		0.166	0.312	0.141	0.004	0.016	15	80				

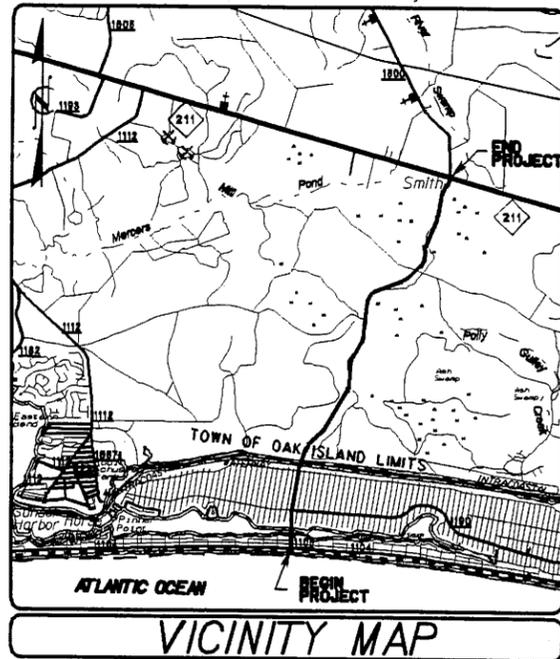
* NOTE: Area of drawdown as a result of moving existing roadway ditch: 0.671 Acres

**NOTE: Site 35 has been deleted. It was associated with an access point on the west side of the -L- line.

NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
BRUNSWICK COUNTY
PROJECT: 34407.1.1 (R-2245)

09/08/99

See Sheet 1-A For Index of Sheets
See Sheet 1-B For Conventional Symbols



STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

LOCATION: NEW ROUTE FROM SR 1104 (BEACH DRIVE)
TO NC 211 (SECOND BRIDGE TO OAK ISLAND)

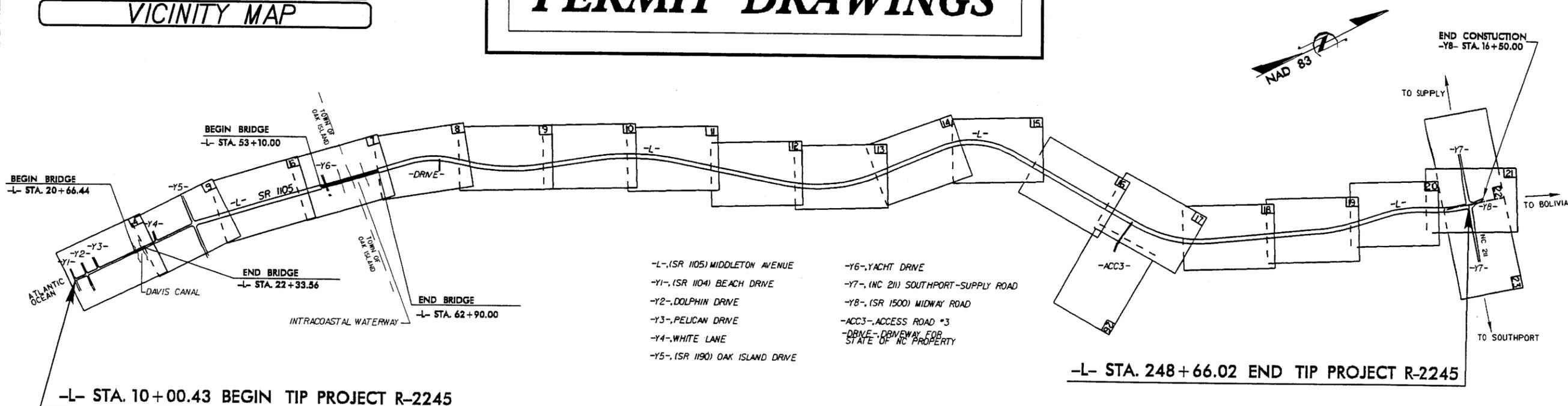
TYPE OF WORK: GRADING, DRAINAGE, PAVING, SIGNALS, STRUCTURES
AND CULVERT

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	R-2245	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
34407.1.1	STP-1105(6)	P.E.	
34407.3.1	STP-1105(7)	RW & UTIL.	
34407.2.3	STP-1105(17)	CONST.	

TIP PROJECT: R-2245

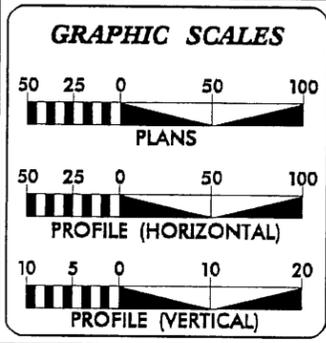
CONTRACT: C201550

PERMIT DRAWINGS



ACCESS IS NOT CONTROLLED FROM OCEAN BEACH DRIVE TO 735' SOUTH OF YACHT DRIVE.
ACCESS CONTROL IS LIMITED TO POINTS AS SHOWN ON THE PLANS FROM 735' SOUTH OF YACHT DRIVE TO NC 211.

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION



DESIGN DATA

ADT 2006 =	13800
ADT 2030 =	31000
DHV =	8 %
D =	55 %
T =	3 % *
V =	40-60 MPH
* (TTST 1% + DUAL 2%)	
FUNC CLASS =	RURAL COLLECTOR

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT R-2245 =	4.303 MI
LENGTH STRUCTURES TIP PROJECT R-2245 =	0.217 MI
TOTAL LENGTH OF TIP PROJECT R-2245 =	4.520 MI

Prepared in the Office of:
DIVISION OF HIGHWAYS
1000 Birch Ridge Dr., Raleigh NC, 27610

2006 STANDARD SPECIFICATIONS	
RIGHT OF WAY DATE:	APRIL 29, 2005
LETTING DATE:	MAY 15, 2006
	GLENN W. MUMFORD, PE PROJECT ENGINEER
	SUSAN C. LANCASTER, PE PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

SIGNATURE: P.E.
ROADWAY DESIGN ENGINEER

SIGNATURE: P.E.

**DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA**

STATE DESIGN ENGINEER

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

APPROVED
DIVISION ADMINISTRATOR

DATE

20-DEC-2006 09:25
r:\hydraulics\permits\R-2245_rdy_tsh for permits.dgn
Flvingood AT HY224536

BEGIN CONSTRUCTION
-Y1- STA.10+00.00

SITE 1
NO IMPACTS

SITE 4
FILL IN SURFACE WATERS,
TEMP. FILL IN SURF. WATERS &
TEMP. FILL IN COASTAL WETLANDS
FOR EROSION CONTROL

SITE 3
FILL IN SURFACE WATERS &
TEMP. FILL IN SURF. WATERS
FOR EROSION CONTROL

SITE 2
FILL IN WETLANDS
&
TEMP. FILL IN WETLANDS
OAK ISLAND ELKS LODGE #2769

MATCH LINE SEE SHEET 5-L- STA. 23+20.00

REVISIONS

END CONSTRUCTION
-Y1- STA.13+00.00

-Y1- POT Sta. 14+00.00

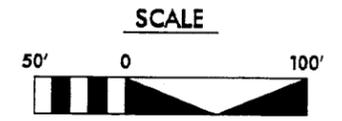
END CONSTRUCTION
-Y2- STA.12+80.00

-Y2- POT Sta. 14+07.11

BEGIN CONSTRUCTION
-Y2- STA.11+00.00

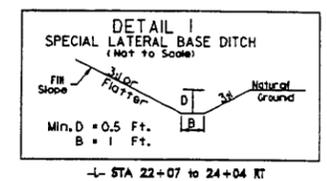
BEGIN CONSTRUCTION
-Y3- STA.11+00.00

EXISTING BRIDGE
LENGTH = 160.75'
LOW CHORD = 17.36'



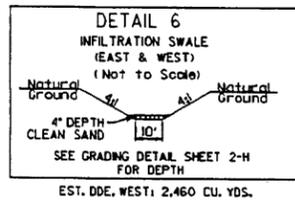
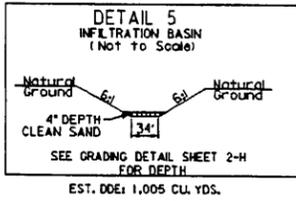
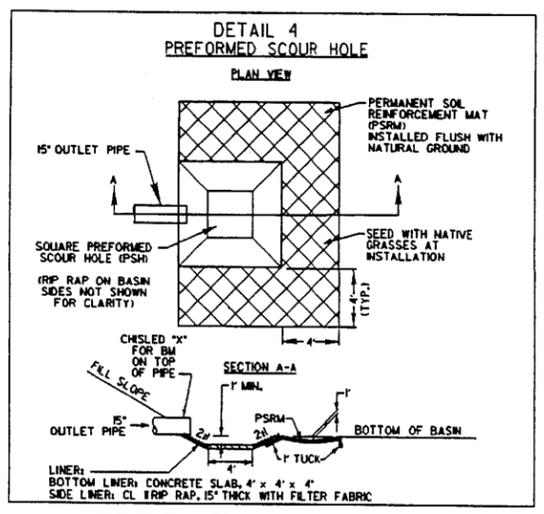
LEGEND

FILL IN SURFACE WATERS	
TEMPORARY FILL IN WETLANDS	
FILL IN WETLANDS	



- NOTES:**
- FOR -L- PROFILE SEE SHEET 27.
 - FOR -Y1-, -Y2- AND -Y3- PROFILES SEE SHEET 36.
 - FOR STRUCTURE PLANS SEE SHEETS S-1 THROUGH S-25.
 - PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - Y- LINE RADII ARE 30' UNLESS OTHERWISE NOTED.
 - FOR CURB TRANSITION SEE DETAIL SHEET 2-I.
 - FOR ROCK PLATING (-L- STA. 15+50.00 TO STA. 16+25.00) SEE DETAIL SHEET 2-O.
 - FOR REINFORCED SLOPE (-L- STA. 16+25.00 TO STA. 20+25.00) SEE DETAIL SHEET 2-P.

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 8/17/99



- (41) JOHN ROACH JAMES
- (40) HARMON H. JAMES, JR.
- (38) RONALD B. POSTON, TRUSTEE

- (49) MINDY W. SINK, ETAL
- (47) ROBERT WALSER, SR.
- (46) JANET H. DENNIS

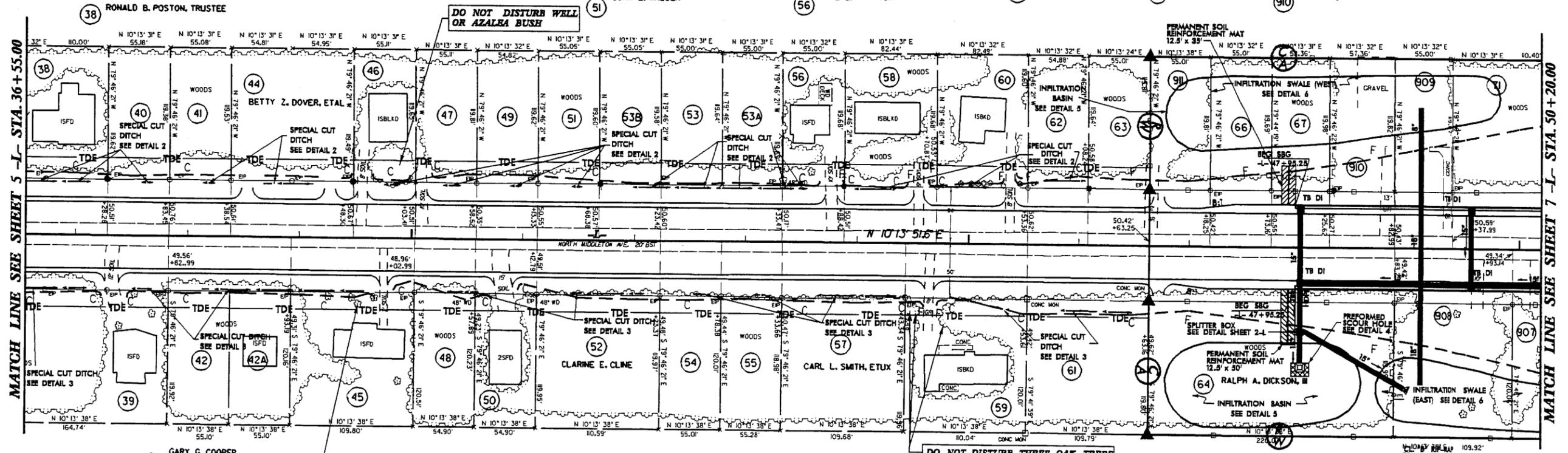
- (53A) DAWN T. WARRICK
- (53) WILLIAM B. WARRICK
- (53B) DAWN T. WARRICK
- (51) JOHN L. WALSER

- (58) DONNA L. BROWN, ETALS
- (56) ANNE E. HAMPTON

- (63) MARVIN C. MARTIN, SR. DB 1390 PG 266 MB 6 PG 34
- (62) PAUL M. SAWYER DB 1789 PG 683 MB 6 PG 34
- (60) ROBERT W. CONNER

- (67) PAUL E. MOORE, JR.
- (66) FRANK LEE
- (91) NCDOT (formerly-KEN BLACK)

- (71) GEORGE L. FISHER, ETAL
- (90S) NCDOT (formerly-FREDA M. RICH)
- (910) NCDOT (formerly-DOUGLASS JOHNSON)



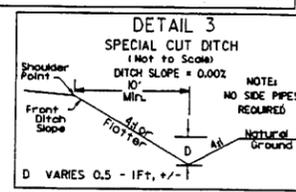
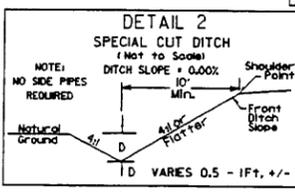
MATCH LINE SEE SHEET 5-L STA. 36+55.00

MATCH LINE SEE SHEET 7-L STA. 50+20.00

- (39) GARY G. COOPER
- (42) ARTHUR SKIPPER
- (42A) KIMBERLY S. ANDERSON

- (45) MARY W. CHURCH
- (48) H. EMANUEL GHENT
- (50) DENISE M. WEST

- (54) NEIL G. JESTER
- (55) ANNE J. CONNER



STA 36+50 to 37+13 LT	EL=24.20
STA 37+58 to 37+68 LT	EL=24.50
STA 38+13 to 38+24 LT	EL=24.60
STA 38+68 to 39+37 LT	EL=24.90
STA 39+75 to 39+89 LT	EL=25.00
STA 40+28 to 40+44 LT	EL=25.00
STA 40+88 to 40+98 LT	EL=25.00
STA 41+43 to 41+53 LT	EL=25.40
STA 41+98 to 43+55 LT	EL=25.70
STA 43+97 to 44+34 LT	EL=25.70
STA 44+73 to 45+18 LT	EL=26.20
STA 45+65 to 46+10 LT	EL=26.20

STA 36+14 to 37+10 RT	EL=24.20
STA 37+80 to 37+68 RT	EL=24.50
STA 38+13 to 39+58 RT	EL=24.80
STA 40+33 to 40+61 RT	EL=25.50
STA 41+43 to 42+08 RT	EL=25.60
STA 42+53 to 42+63 RT	EL=25.80
STA 43+08 to 43+19 RT	EL=26.00
STA 43+64 to 44+45 RT	EL=26.20
STA 44+83 to 45+39 RT	EL=26.50
STA 45+84 to 46+48 RT	EL=26.90

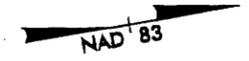
- (59) MARSHALL R. CARROLL
- (61) J. R. CORBETT
- (90S) NCDOT (formerly-KATHERINE W. HICKS)
- (90T) NCDOT (formerly-DONALD W. BATCHELOR)

NOTES:
 1) FOR -L- PROFILE SEE SHEET 2A.
 2) DRIVEWAY RADII ARE 10' UNLESS OTHERWISE NOTED.
 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.

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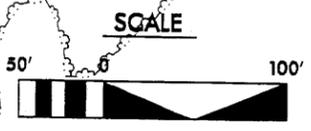
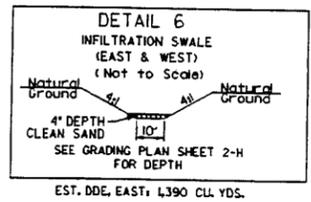
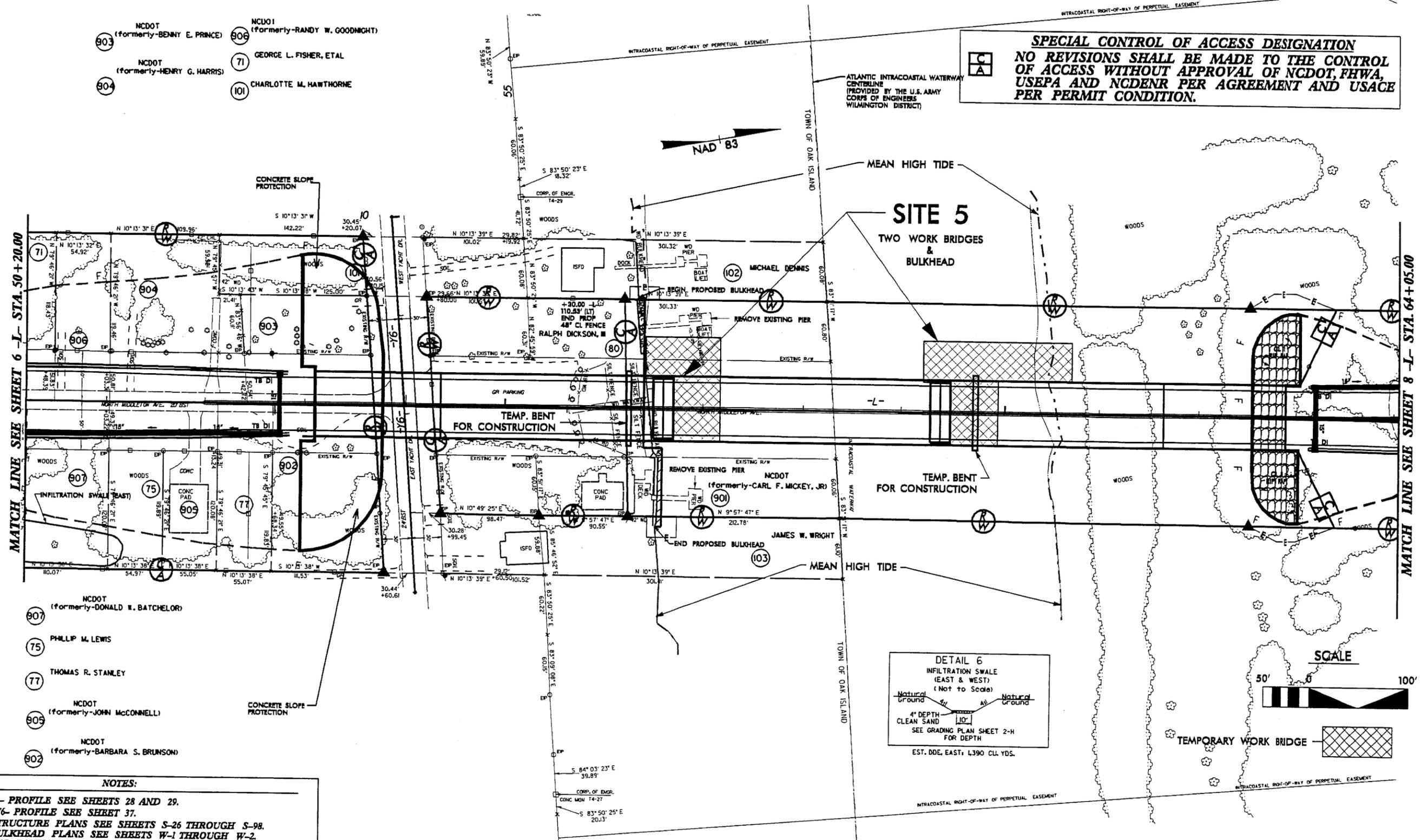
ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 7
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



- 903 (formerly-BENNY E. PRINCE)
- 904 (formerly-HENRY G. HARRIS)
- 906 (formerly-RANDY W. GOODNIGHT)
- 71 GEORGE L. FISHER, ETAL
- 101 CHARLOTTE M. HAWTHORNE

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.



MATCH LINE SEE SHEET 6 -L- STA. 50 + 20.00

MATCH LINE SEE SHEET 8 -L- STA. 64 + 05.00

- 907 (formerly-DONALD R. BATCHELOR)
- 75 PHILLIP M. LEWIS
- 77 THOMAS R. STANLEY
- 905 (formerly-JOHN McCONNELL)
- 902 (formerly-BARBARA S. BRUNSON)

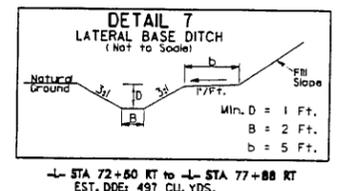
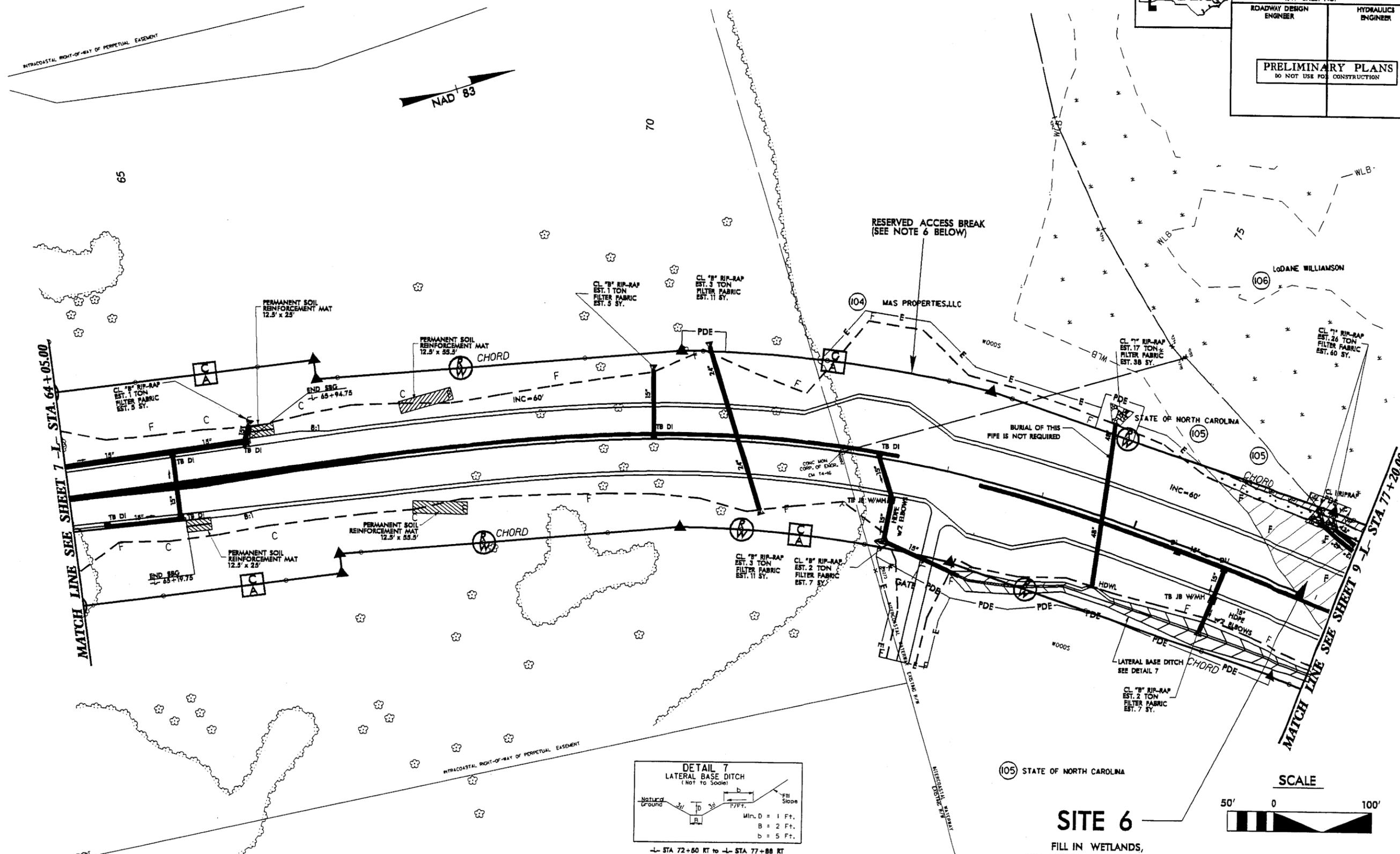
NOTES:

- 1) FOR -L- PROFILE SEE SHEETS 28 AND 29.
- 2) FOR -Y6- PROFILE SEE SHEET 37.
- 3) FOR STRUCTURE PLANS SEE SHEETS S-26 THROUGH S-98.
- 4) FOR BULKHEAD PLANS SEE SHEETS W-1 THROUGH W-2.
- 5) EXISTING PAVEMENT WITHIN THE AREA OF END BENT PILES SHALL BE REMOVED AND SCARIFIED TO MINIMUM DEPTH OF 2.0'.

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ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 8
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



— STA 72+60 RT to — STA 77+88 RT
EST. DDE: 497 CU. YDS.

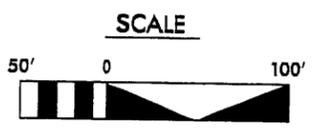
NOTES:

- 1) FOR -L- PROFILE SEE SHEET 29.
- 2) FOR -DRIVE- PROFILE SEE SHEET 35.
- 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
- 4) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G SEE 2-J.
- 5) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.
- 6) A FUTURE CONTROL-OF-ACCESS BREAK HAS BEEN RESERVED LEFT OF L- STATION 72+65.00. ANY ACCESS BREAK AT THIS LOCATION SHALL BE IN ACCORDANCE WITH SPECIFIC GUIDELINES SET FORTH IN THE MEMORANDUM OF UNDERSTANDING BETWEEN NCDOT, FHWA, NCDENR AND USEPA AND PERMIT CONDITIONS PRESCRIBED BY USACE.

SPECIAL CONTROL OF ACCESS DESIGNATION

NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

C
A



SITE 6
FILL IN WETLANDS,
MECHANIZED & HAND CLEARING

LEGEND

- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

REVISIONS

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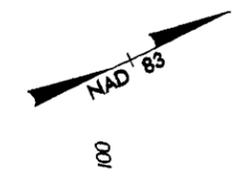
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8/17/99

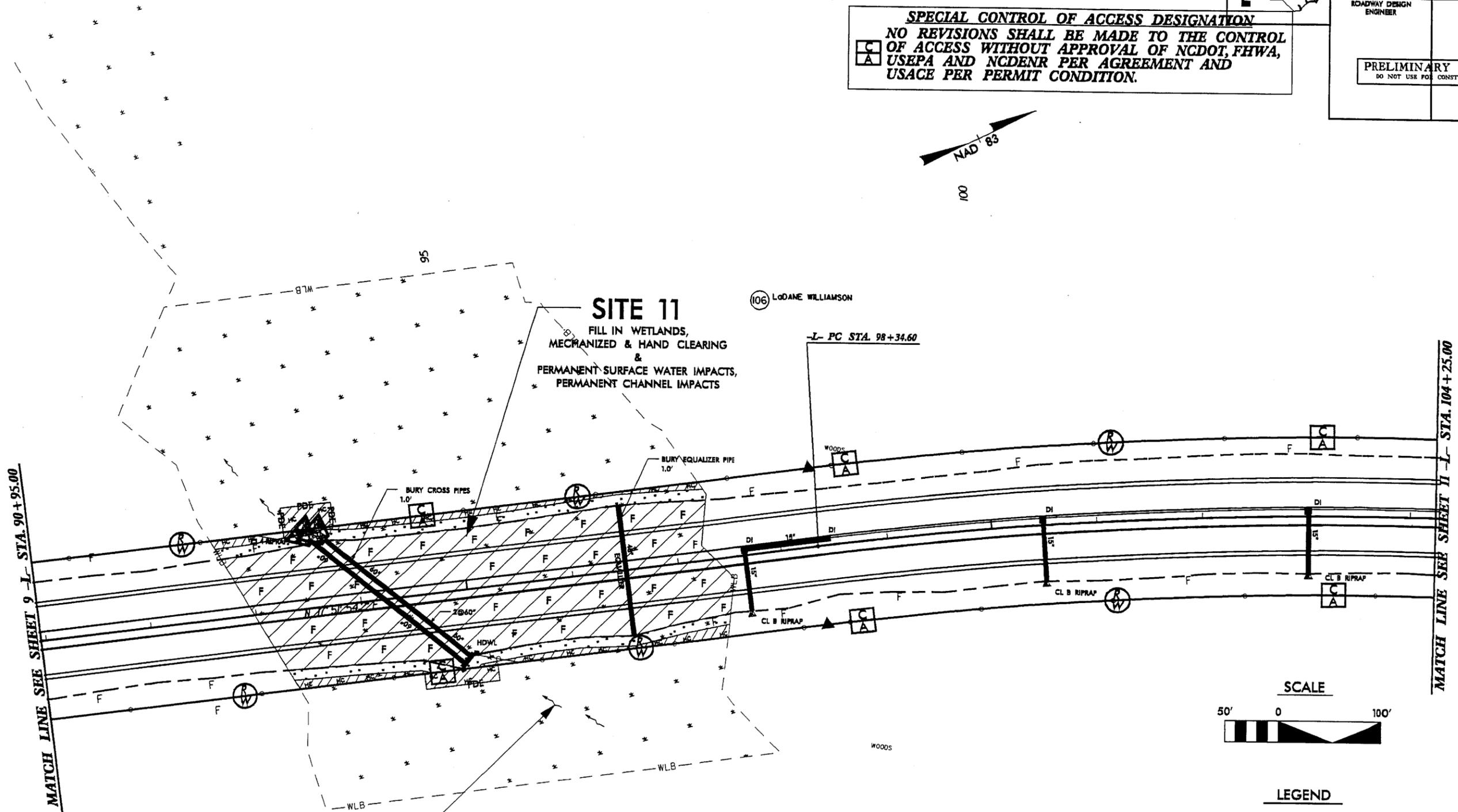
ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 10
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

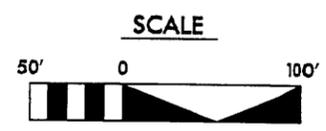
SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.



REVISIONS



UNNAMED JURISDICTIONAL TRIBUTARY TO INTRACOASTAL WATERWAY

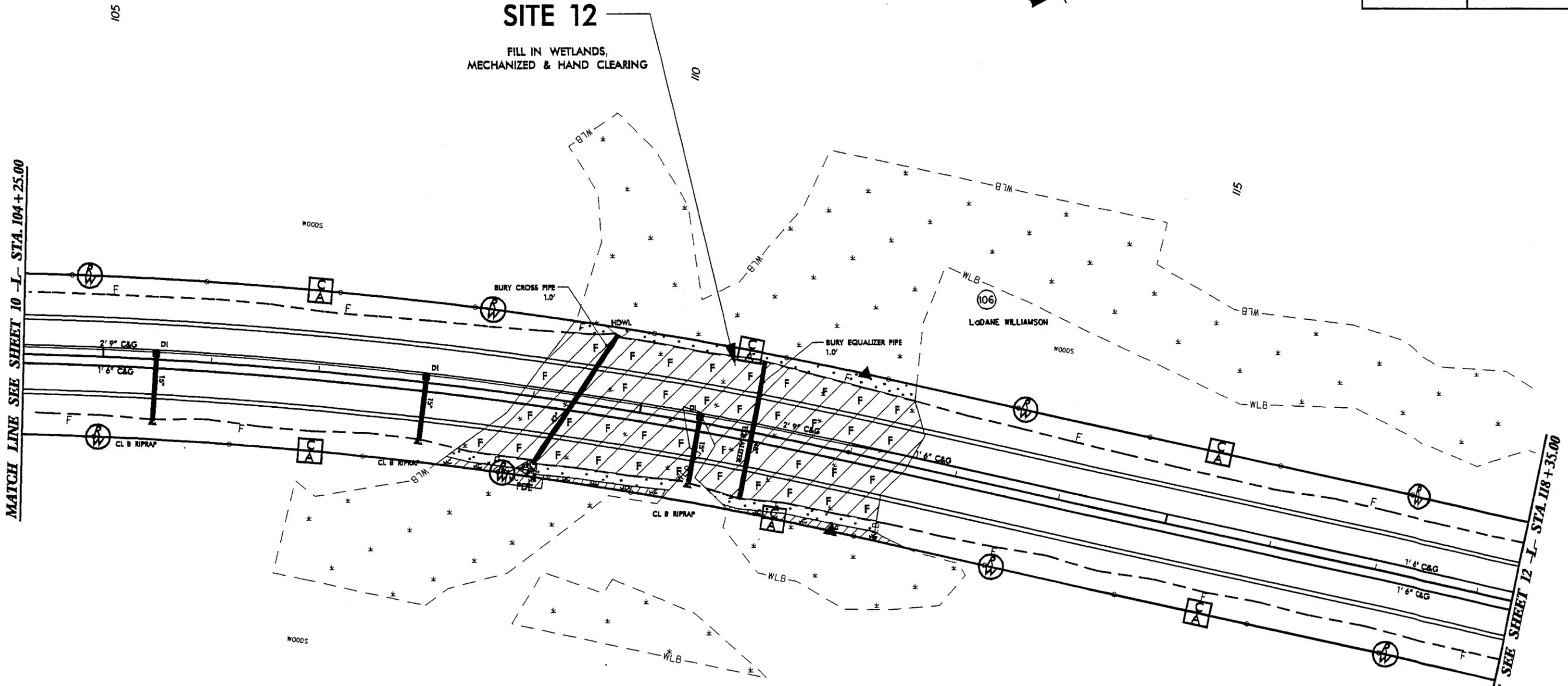


LEGEND

FILL IN WETLANDS	
MECHANIZED CLEARING	
HAND CLEARING	

NOTES:
 1) FOR -L- PROFILE SEE SHEETS 29 AND 30.
 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 98+34.60 LT) SEE SHEET 2-J.

M-DEC-2006 10:44
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 8/17/99



REVISIONS

LEGEND

- (106) LODANE WILLIAMSON
- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

SCALE



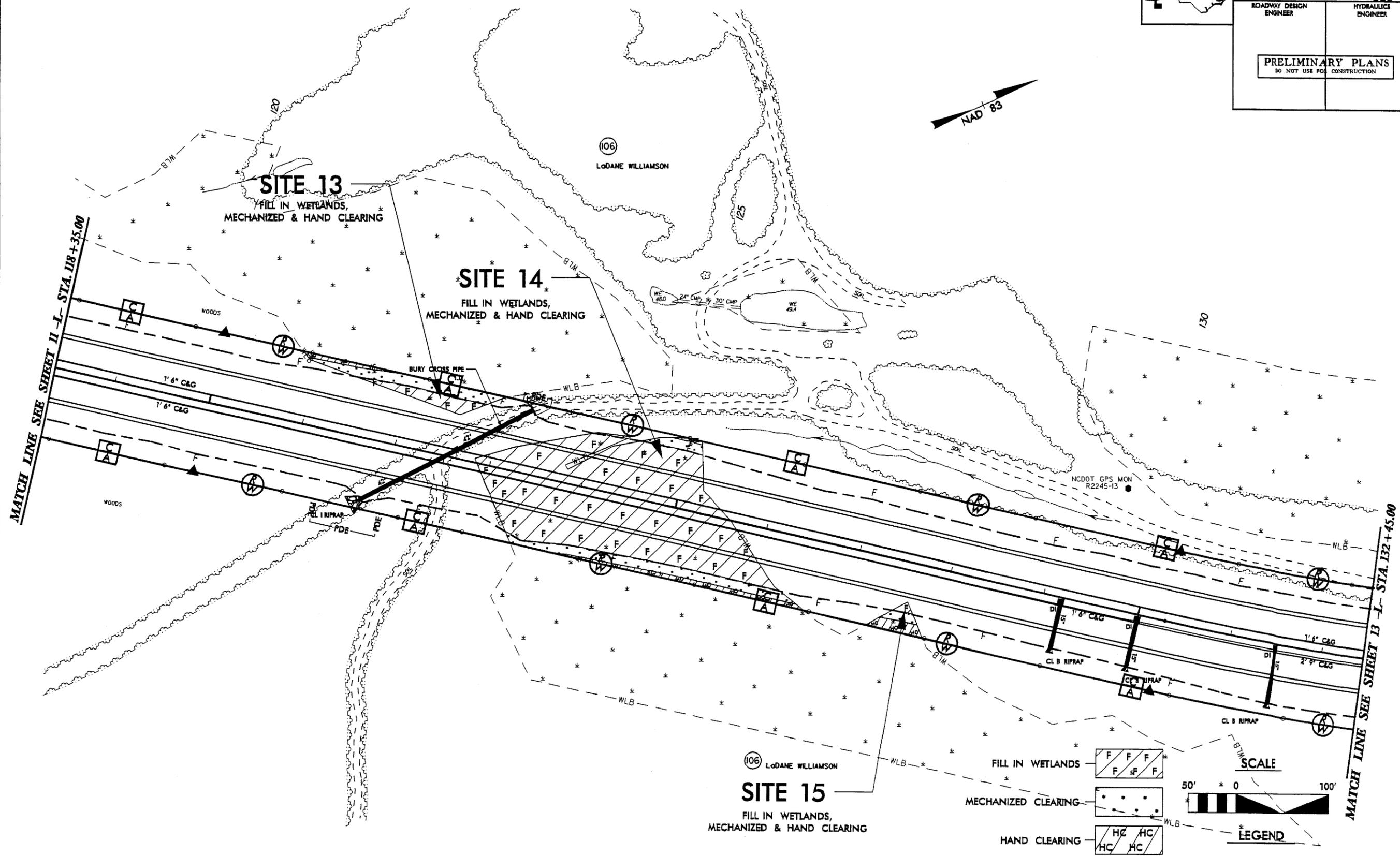
SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

NOTES:

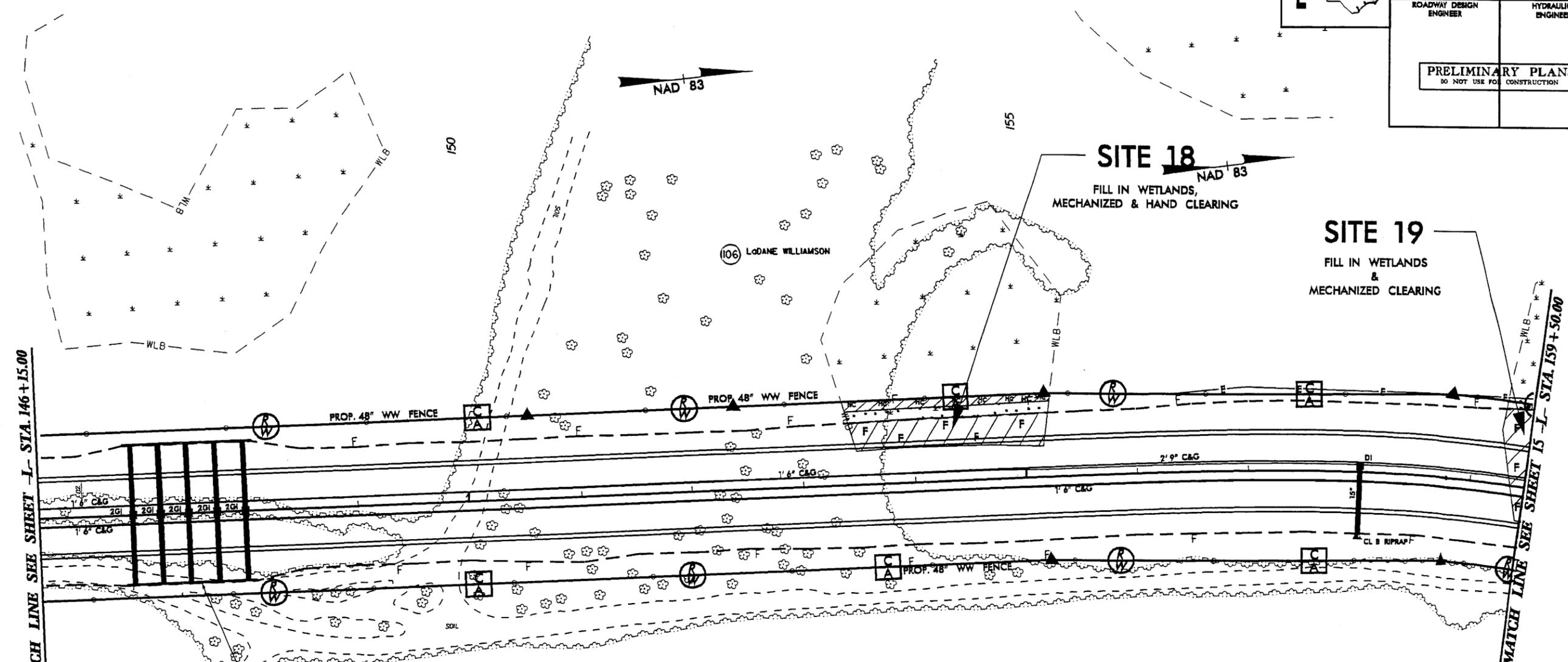
- 1) FOR -L- PROFILE SEE SHEET 30.
- 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 111+97.79 LT) SEE SHEET 2-J.

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22068



PROJECT REFERENCE NO. R-2245		SHEET NO. 14	
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			



MATCH LINE SEE SHEET L- STA. 146 + 15.00

MATCH LINE SEE SHEET IS-L- STA. 159 + 50.00



SITE 18

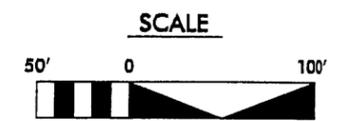
FILL IN WETLANDS,
MECHANIZED & HAND CLEARING

SITE 19

FILL IN WETLANDS
&
MECHANIZED CLEARING

5 @ 60" x 46" CORR. ALUM. PIPE-ARCH
FOR ANIMAL PASSAGE
WITH CONTINUOUS ALUMINUM HEADWALLS
ON BOTH ENDS

BURY PIPES 1.0' AND BACKFILL
ENTIRE LENGTH OF EACH PIPE
WITH 1.0' OF SOIL



LEGEND

FILL IN WETLANDS	
MECHANIZED CLEARING	
HAND CLEARING	

SPECIAL CONTROL OF ACCESS DESIGNATION

NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITON.

NOTES:

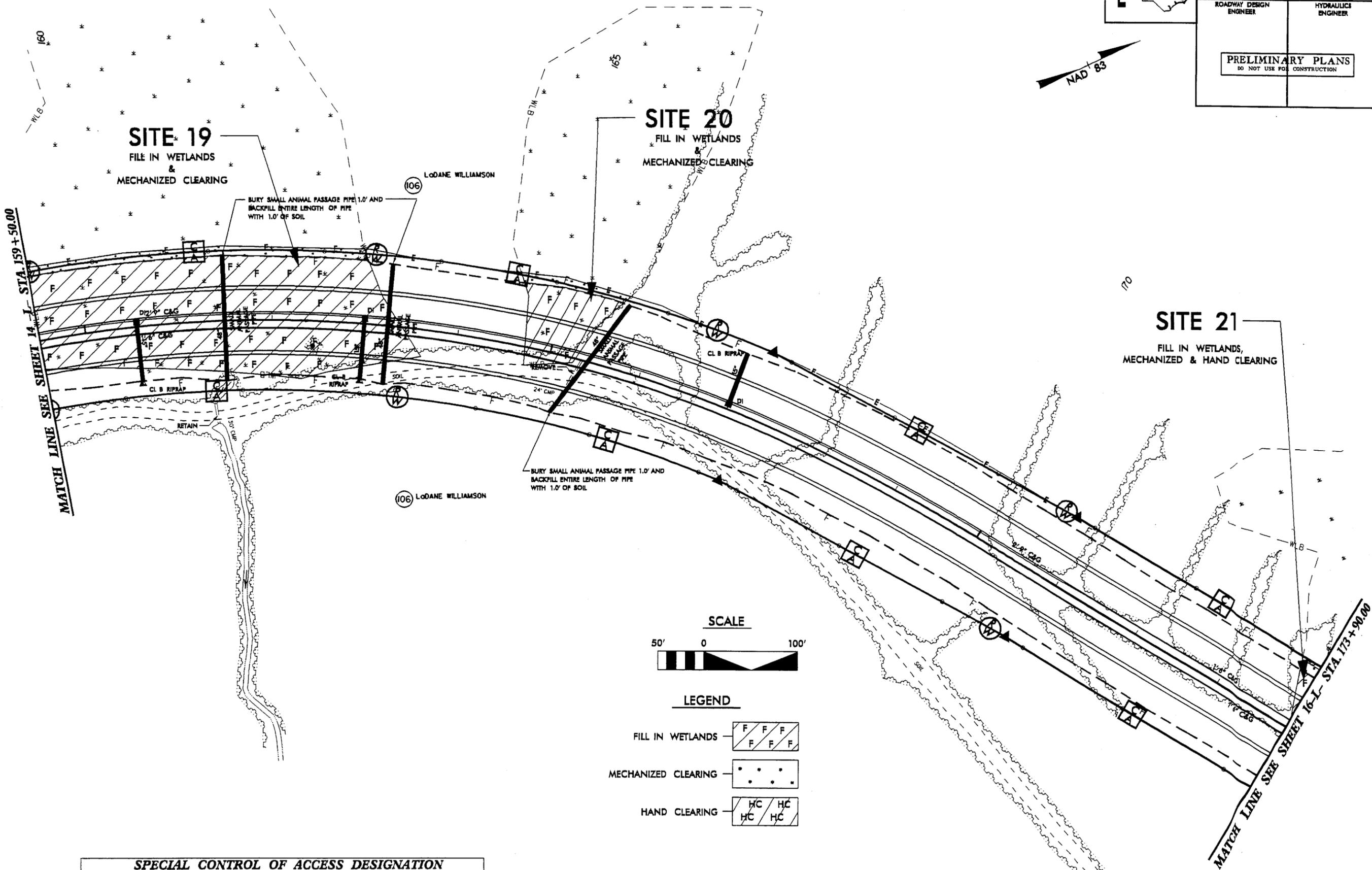
- 1) FOR -L- PROFILE SEE SHEETS 31 AND 32.
- 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 155 + 18.97 LT) SEE SHEET 2-J.
- 3) FOR ACCESS BREAK SEE DETAIL SHEET 2-G.

REVISIONS

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6/17/99

ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 15
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



REVISIONS

SCALE



LEGEND

- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

SPECIAL CONTROL OF ACCESS DESIGNATION

C
A NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

NOTES:

1) FOR -L- PROFILE SEE SHEET 32.
 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 170+82.27 LT) SEE SHEET 2-J.

12-DEC-2006 13:52
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SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 17
R/W SHEET NO.	HYDRAULICS ENGINEER
ROADWAY DESIGN ENGINEER	
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

SITE 22
 FILL IN WETLAND,
 MECHANIZED &
 HAND CLEARING

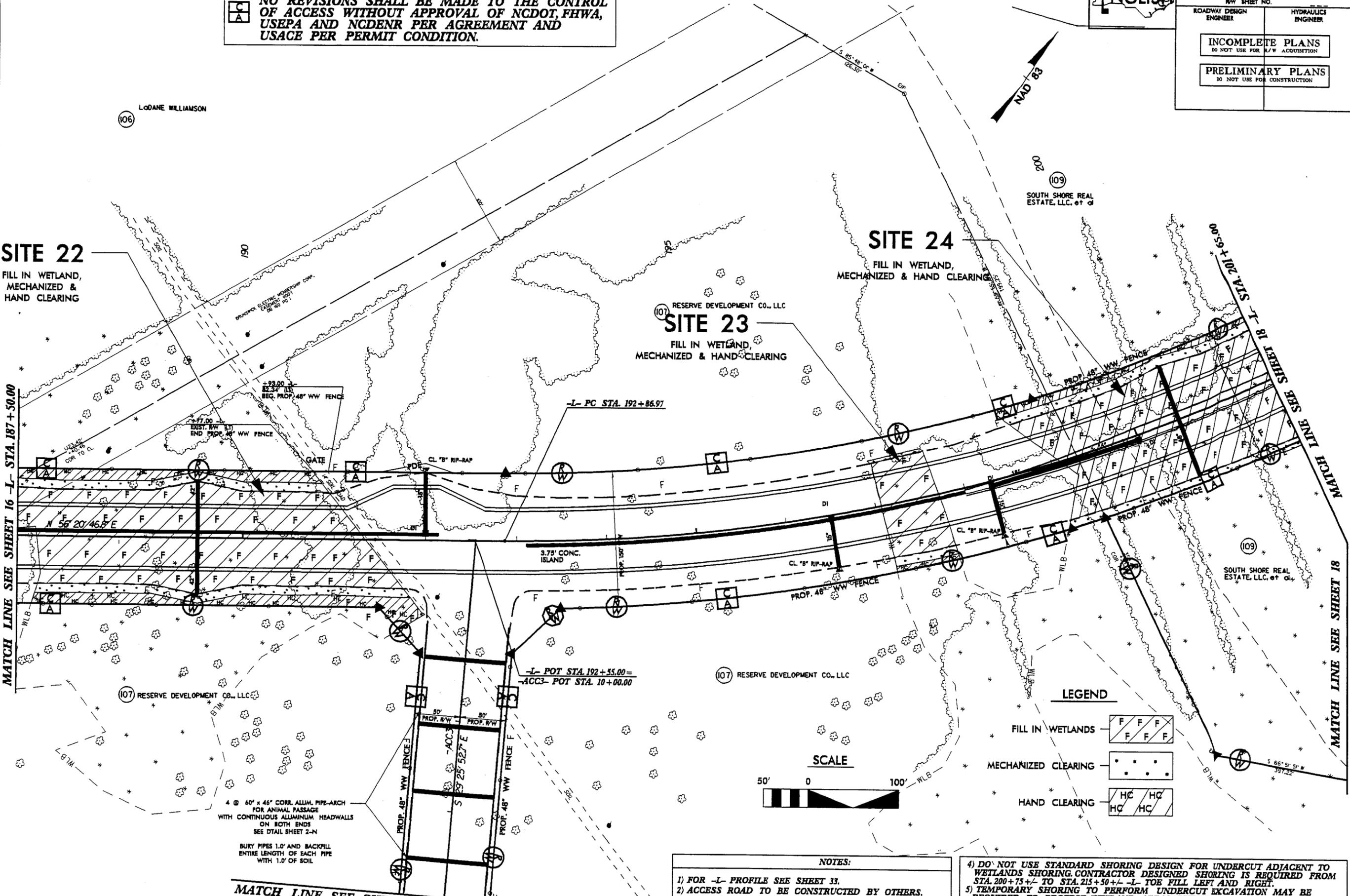
SITE 24
 FILL IN WETLAND,
 MECHANIZED & HAND CLEARING

SITE 23
 FILL IN WETLAND,
 MECHANIZED & HAND CLEARING

MATCH LINE SEE SHEET 16 -L- STA. 187+50.00

MATCH LINE SEE SHEET 18

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LEGEND

- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

SCALE



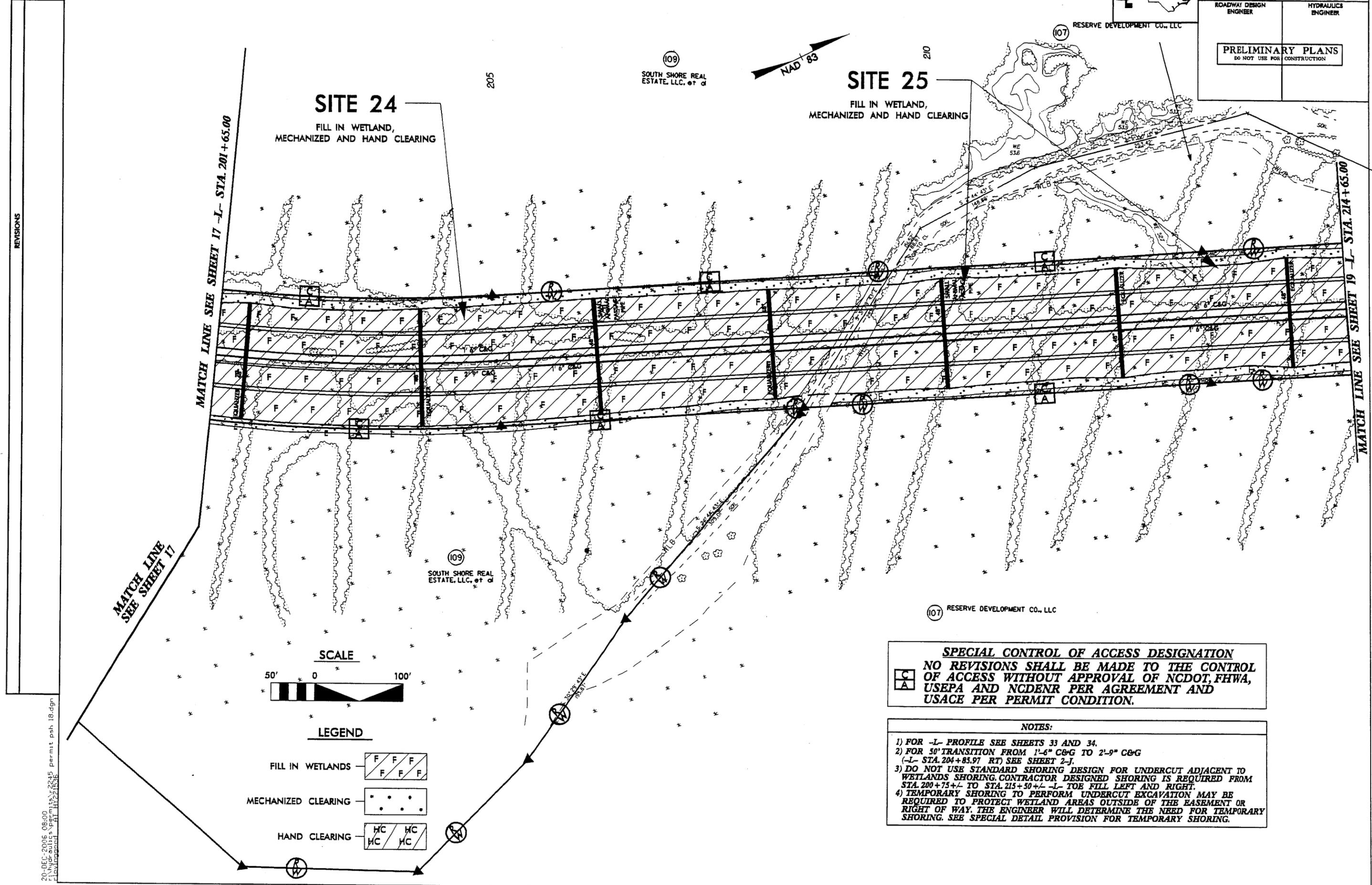
NOTES:

- 1) FOR -L- PROFILE SEE SHEET 33.
- 2) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.
- 3) FOR 50' TRANSITION FROM 1'-6\" C&G TO 2'-9\" C&G (-L- STA. 197+08.78 RT) SEE SHEET 2-J.

4) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 200+75+/- TO STA. 215+50+/- -L- TOE FILL LEFT AND RIGHT.
 5) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE BASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

MATCH LINE SEE SHEET 26 -ACC3- STA. 13+95.00

4 @ 60\" x 46\" CORR. ALUM. PIPE-ARCH FOR ANIMAL PASSAGE WITH CONTINUOUS ALUMINUM HEADWALLS ON BOTH ENDS SEE DETAIL SHEET 2-N
 BURY PIPES 1.0' AND BACKFILL ENTIRE LENGTH OF EACH PIPE WITH 1.0' OF SOIL



REVISIONS

MATCH LINE SEE SHEET 17 -L- STA. 201+65.00

MATCH LINE SEE SHEET 19 -L- STA. 214+65.00

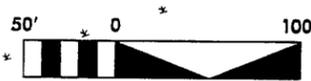
SITE 24

FILL IN WETLAND,
MECHANIZED AND HAND CLEARING

SITE 25

FILL IN WETLAND,
MECHANIZED AND HAND CLEARING

SCALE



LEGEND

- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

- NOTES:**
- 1) FOR -L- PROFILE SEE SHEETS 33 AND 34.
 - 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 204+85.97 RT) SEE SHEET 2-J.
 - 3) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING. CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 200+75+/- TO STA. 215+50+/- -L- TOE FILL LEFT AND RIGHT.
 - 4) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE EASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

20-DEL-2006 08:00
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 11/13/06

ENGLISH

PROJECT REFERENCE NO. R-2245		SHEET NO. 20	
RWY SHEET NO.		HYDRAULICS ENGINEER	
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			

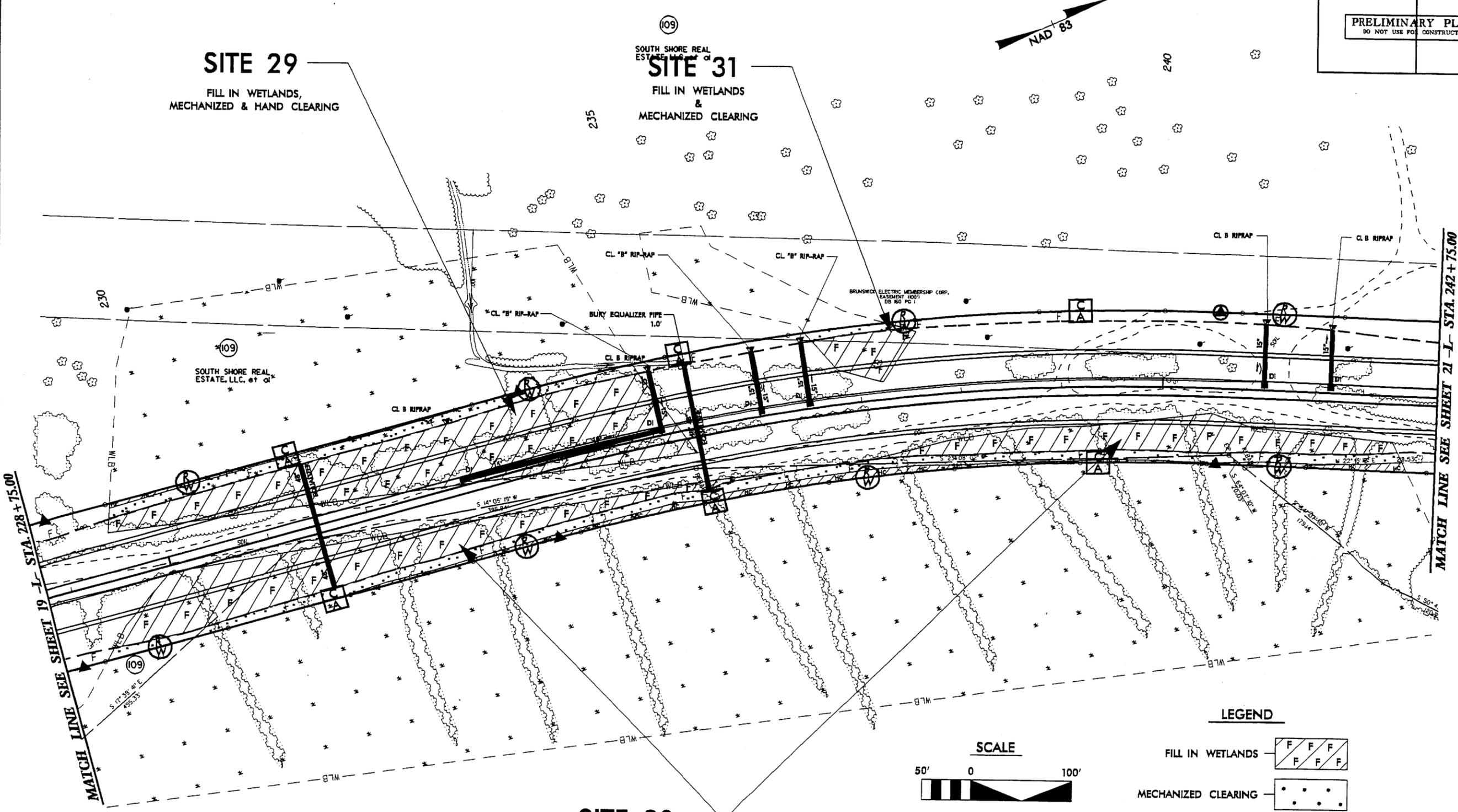


SITE 29
FILL IN WETLANDS,
MECHANIZED & HAND CLEARING

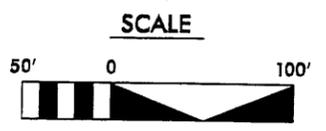
(109)
SOUTH SHORE REAL ESTATE, LLC
SITE 31
FILL IN WETLANDS &
MECHANIZED CLEARING

SITE 30
FILL IN WETLANDS,
MECHANIZED & HAND CLEARING

(107) RESERVE DEVELOPMENT CO., LLC



REVISIONS



LEGEND

- FILL IN WETLANDS
- MECHANIZED CLEARING
- HAND CLEARING

NOTES:

- 1) FOR -L- PROFILE SEE SHEETS 34 AND 35.
- 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 228+91.24 RT, -L- STA. 233+76.23 LT) SEE SHEET 2-J.

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

12-DEC-2006 13:55
Hydraulics/Permits/2245 permit pah 20.dgn
Environment/2245

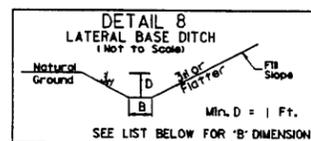
8/17/99

SPECIAL CONTROL OF ACCESS DESIGNATION

NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

ENGLISH

PROJECT REFERENCE NO. R-2245	SHEET NO. 21
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



- L- STA 244+00 LT to -L- STA 248+20 LT B=3'
- Y7- STA 13+00 RT to -Y7- STA 17+96 RT B=3'
- Y7- STA 12+75 LT to -Y7- STA 16+00 LT B=3'
- Y7- STA 19+14 LT to -Y7- STA 23+88 LT B=2'
- Y8- STA 12+05 LT to -Y8- STA 12+77 LT B=5'
- Y8REV- STA 10+57 RT to -Y8- STA 16+50 RT B=5'

MATCH LINE SEE SHEET 22 -Y7- STA. 13+15.00

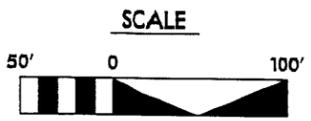


SITE 32
FILL and EXCAVATION IN WETLANDS
&
MECHANICAL CLEARING
&
WETLAND IMPACTS FROM
DITCH DRAWDOWN

MATCH LINE SEE SHEET 20 -L- STA. 242+75.00

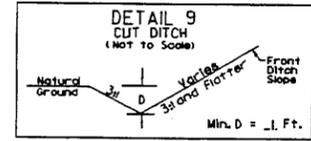
SITE 33
FILL IN WETLANDS
&
HAND CLEARING

END CONSTRUCTION
-Y8- POT STA. 16+50.00



LEGEND

- FILL IN WETLANDS
- EXCAVATION IN WETLANDS
- MECHANIZED CLEARING
- DITCH DRAWDOWN
- HAND CLEARING

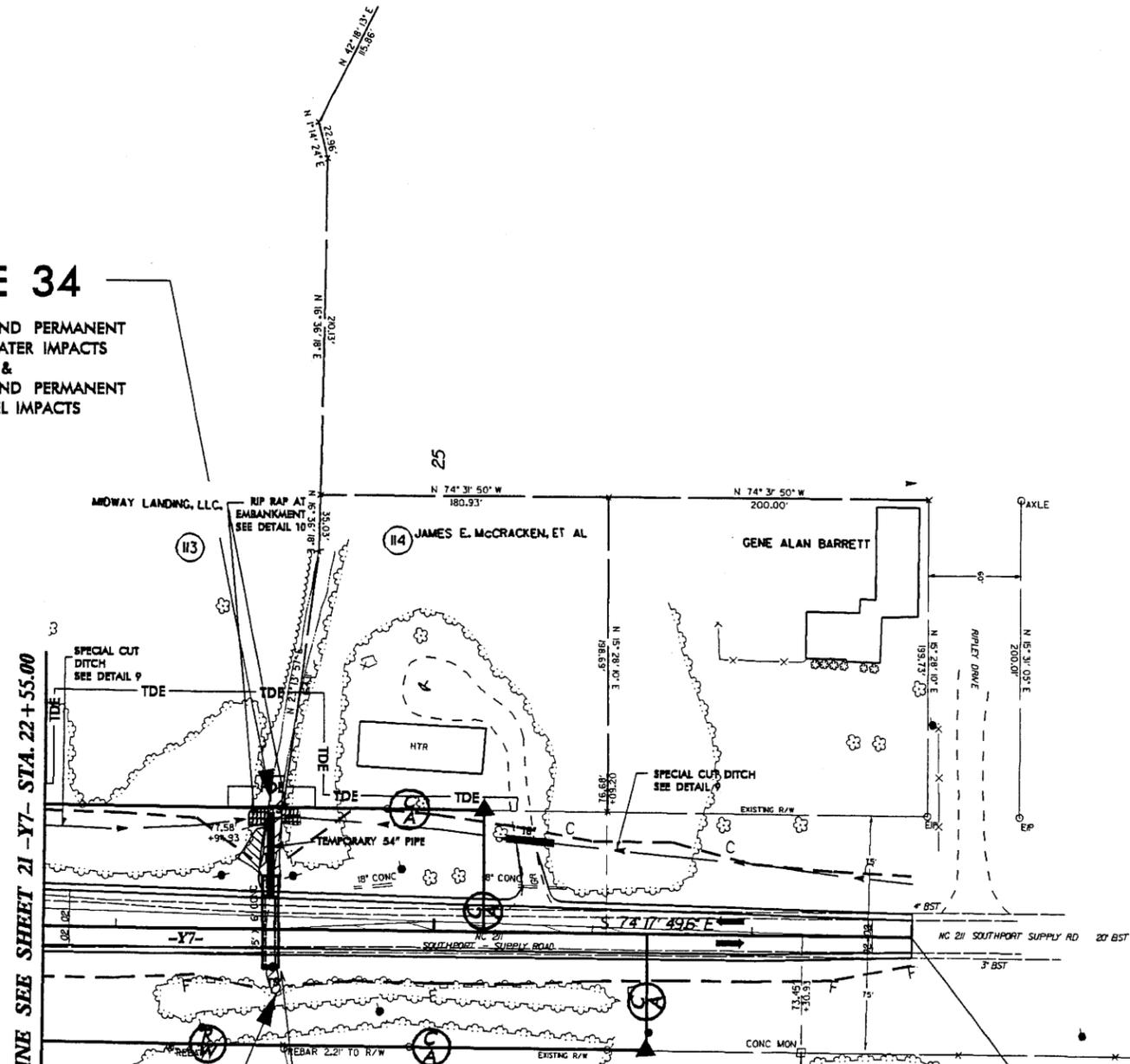


- NOTES:**
- 1) FOR -L- PROFILE SEE SHEET 35.
 - 2) FOR -Y7- AND -Y8- PROFILES SEE SHEET 38.
 - 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - 4) FOR -Y7- TEMPORARY WIDENING FOR STAGED CONSTRUCTION, SEE SHEET 2-F AND TRAFFIC CONTROL PLANS.

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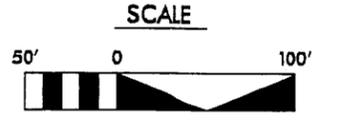
PROJECT REFERENCE NO. R-2245		SHEET NO. 23	
RW SHEET NO.			
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			

SITE 34
 TEMPORARY AND PERMANENT
 SURFACE WATER IMPACTS
 &
 TEMPORARY AND PERMANENT
 CHANNEL IMPACTS



MATCH LINE SEE SHEET 21 -Y7- STA. 22+55.00

END CONSTRUCTION
 -Y7- POT STA. 28+00.00



LEGEND

PERMANENT FILL IN SURFACE WATERS	
TEMPORARY FILL IN SURFACE WATERS	

- NOTES:**
- 1) FOR -Y7- PROFILE SEE SHEET 38.
 - 2) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - 3) FOR -Y7- TEMPORARY WIDENING FOR STAGED CONSTRUCTION, SEE SHEET 2-F AND TRAFFIC CONTROL PLANS.
 - 4) FOR CULVERT PLANS SEE SHEETS C-1 THROUGH C-4.
 - 5) USE ALTERNATIVE SPACING FOR GUARDRAIL INSTALLATION OVER CULVERT

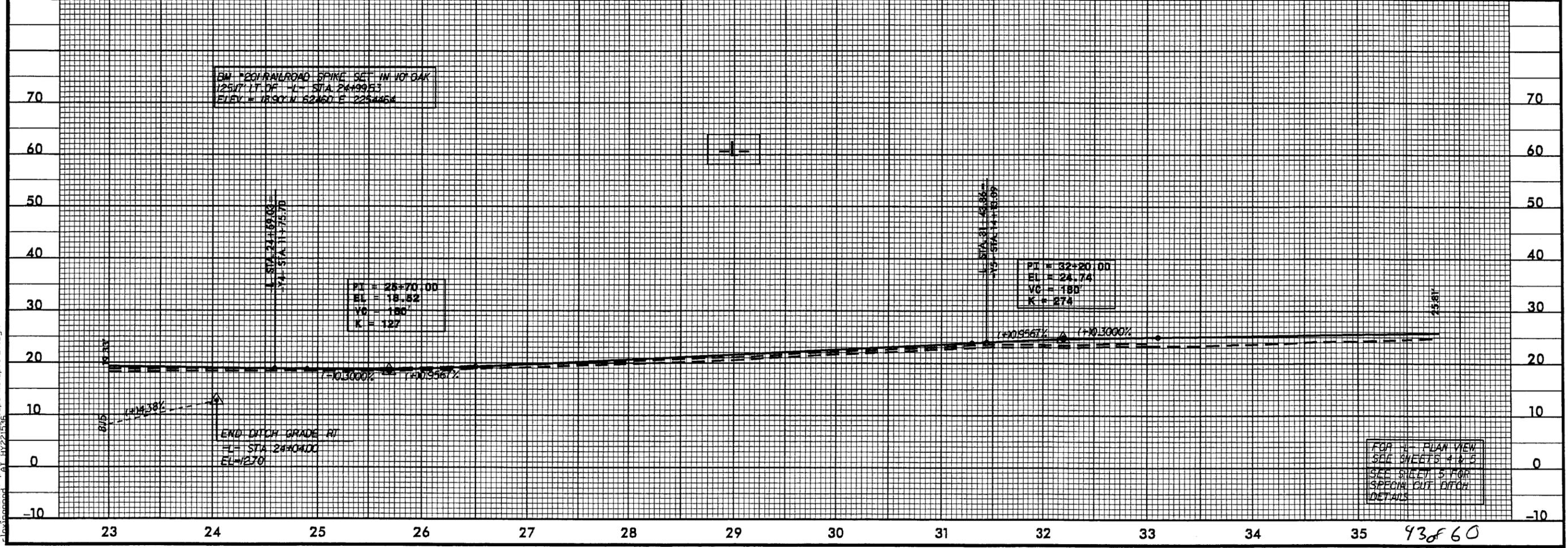
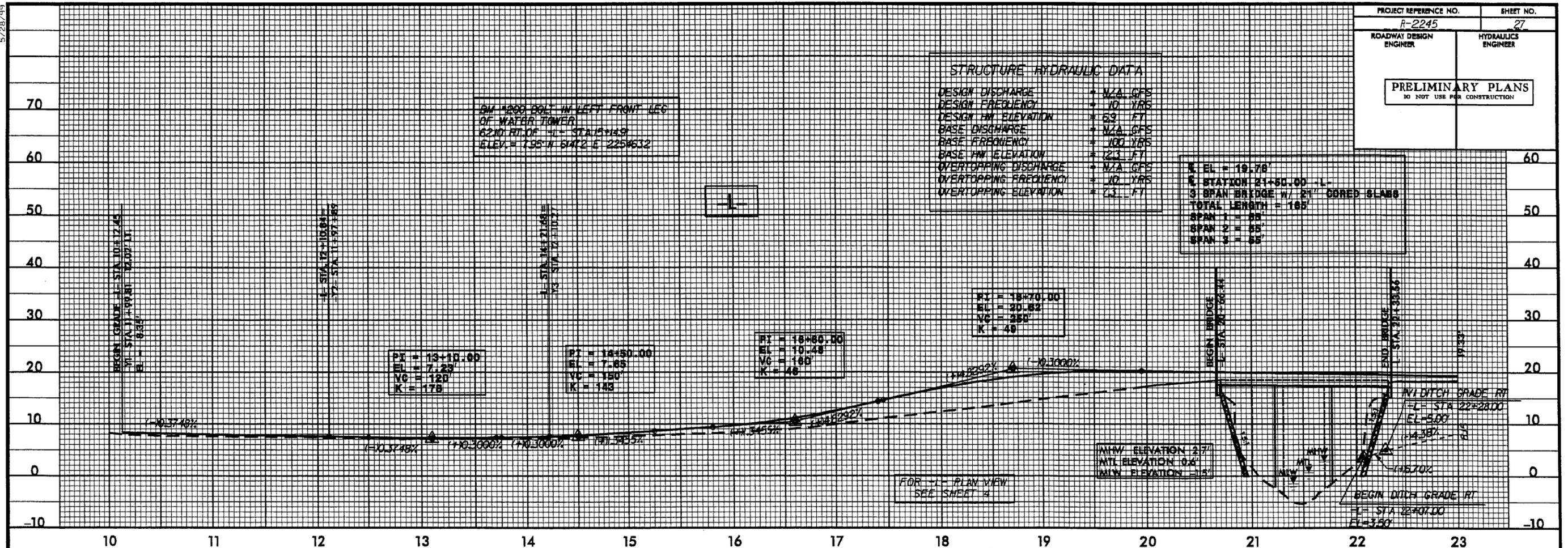
42 of 60

REVISIONS

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 11/22/06

STRUCTURE HYDRAULIC DATA	
DESIGN DISCHARGE	N/A GFS
DESIGN FREQUENCY	10 YRS
DESIGN HW ELEVATION	53 FT
BASE DISCHARGE	N/A GFS
BASE FREQUENCY	100 YRS
BASE HW ELEVATION	23 FT
OVERTOPPING DISCHARGE	N/A GFS
OVERTOPPING FREQUENCY	10 YRS
OVERTOPPING ELEVATION	73 FT

1. EL = 19.78'
 2. STATION 21+50.00 - L-
 3. SPAN BRIDGE W/ 21" CURED SLABS
 TOTAL LENGTH = 165'
 SPAN 1 = 55'
 SPAN 2 = 55'
 SPAN 3 = 55'

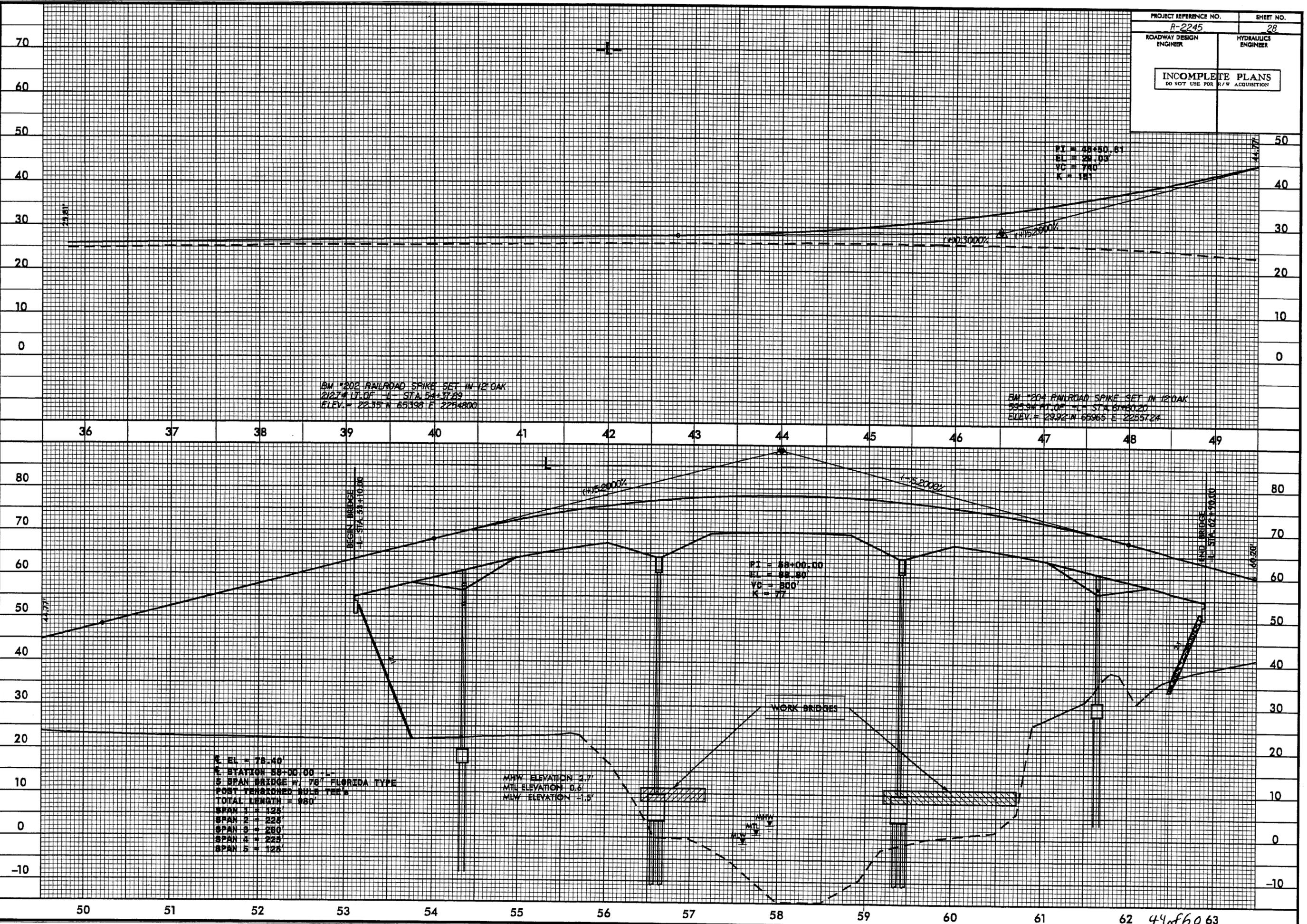


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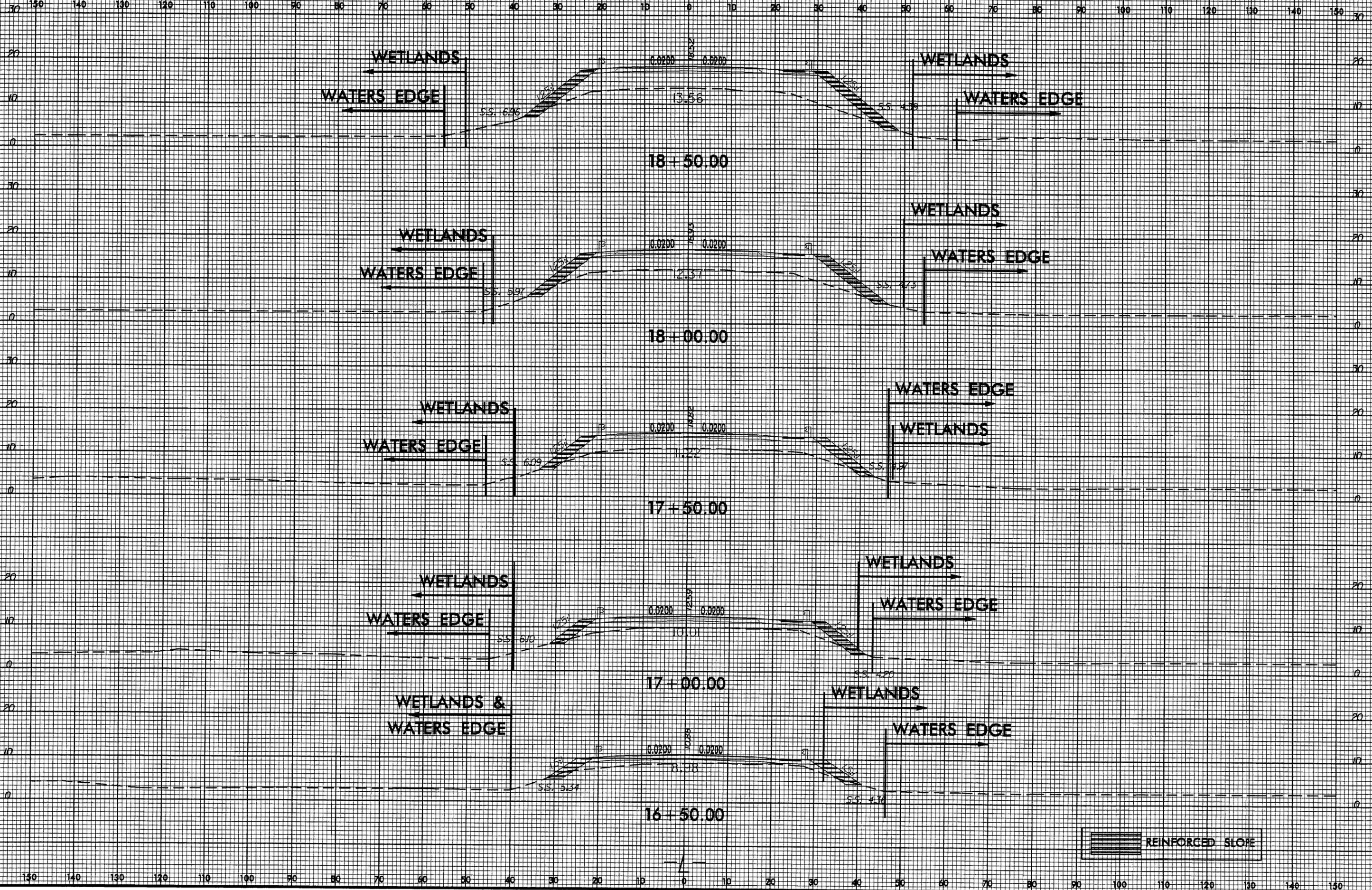
5/28/99

PROJECT REFERENCE NO. R-2245	SHEET NO. 28
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
INCOMPLETE PLANS DO NOT USE FOR R/W ACQUISITION	



20-DEC-2006 09:30
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28.dgn

8/23/03



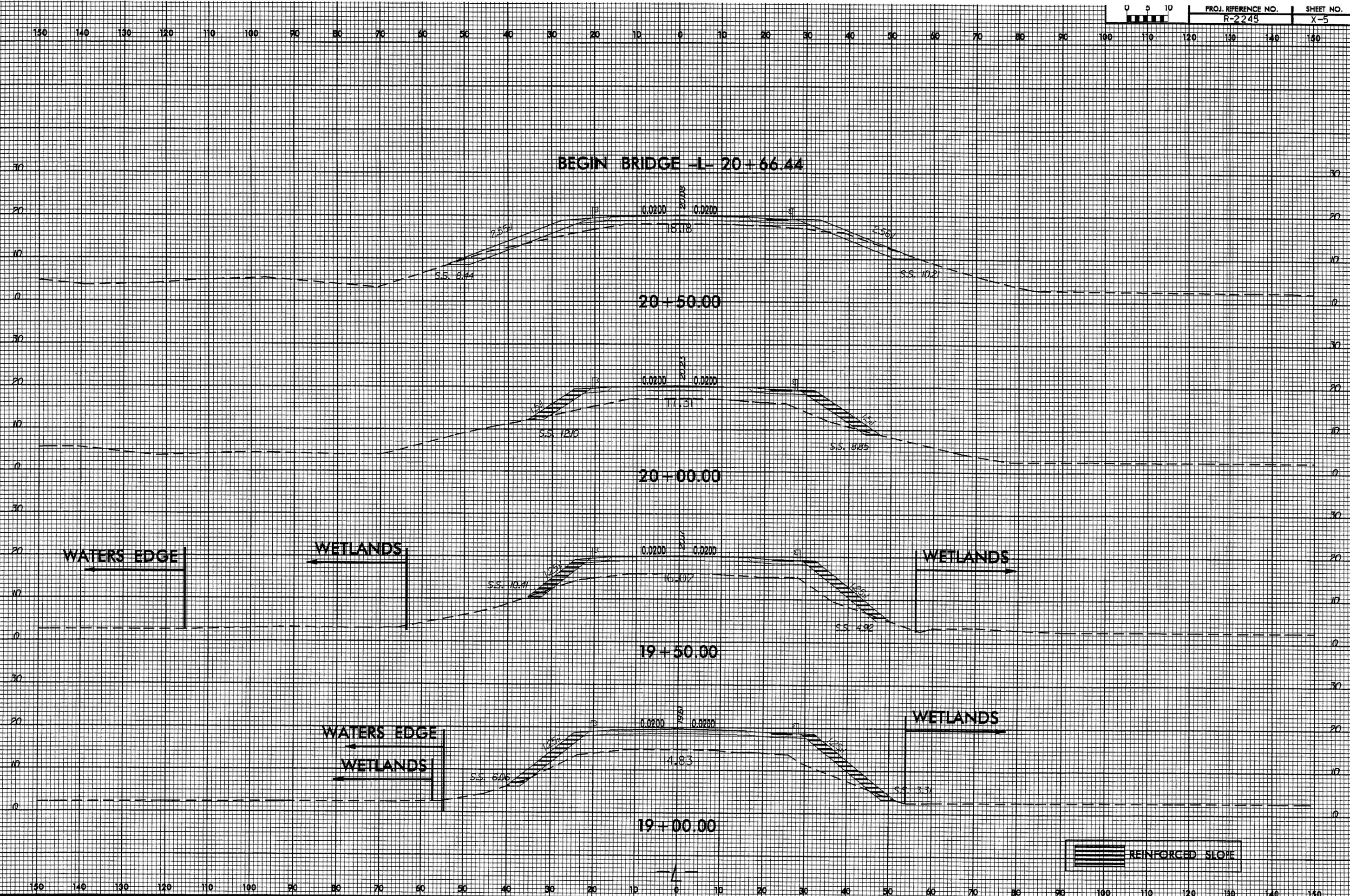
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REINFORCED SLOPE

41

8/23/91

BEGIN BRIDGE - L- 20 + 66.44



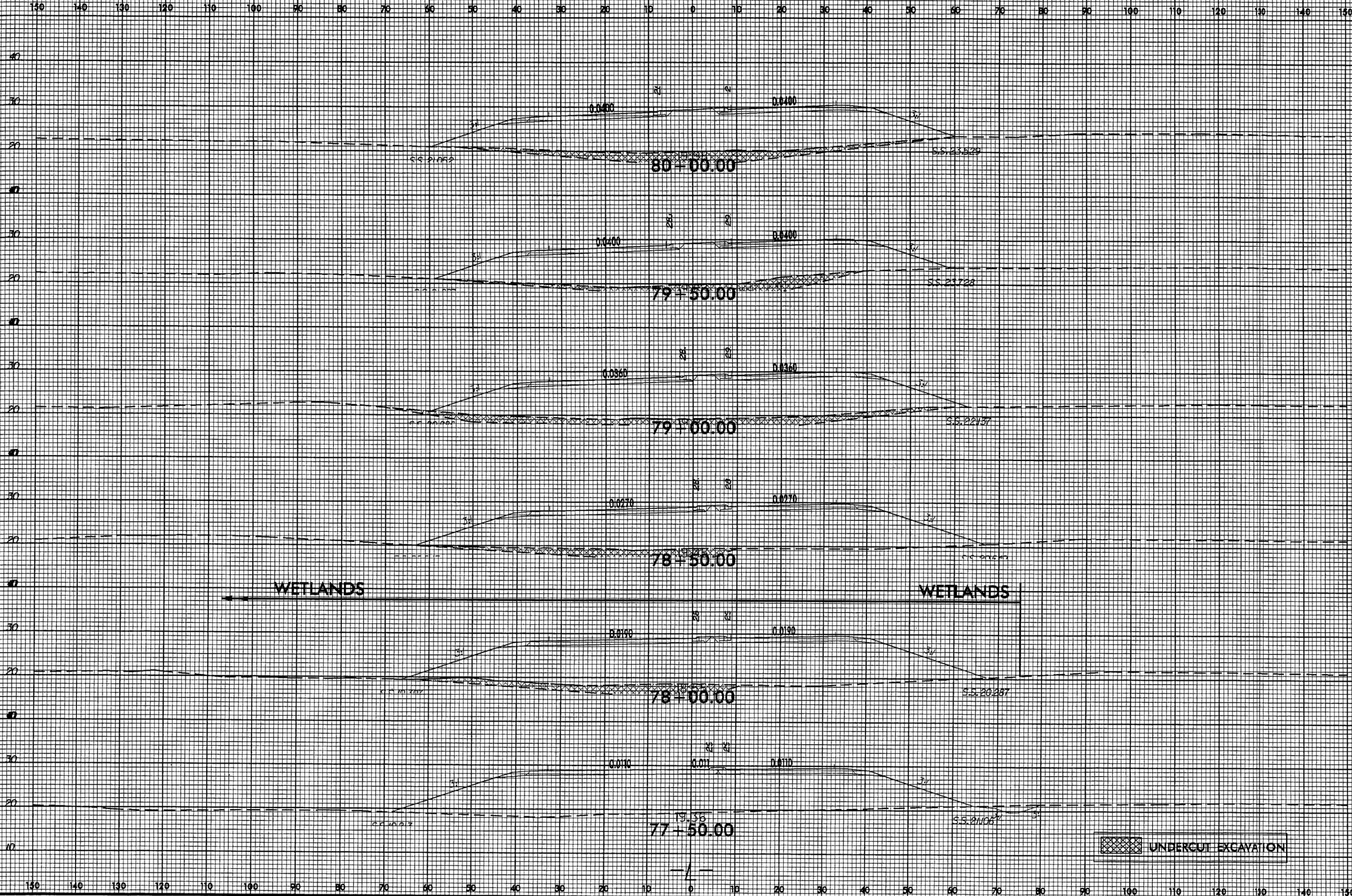
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8/23/91



PROJ. REFERENCE NO. R-2245 SHEET NO. X-25



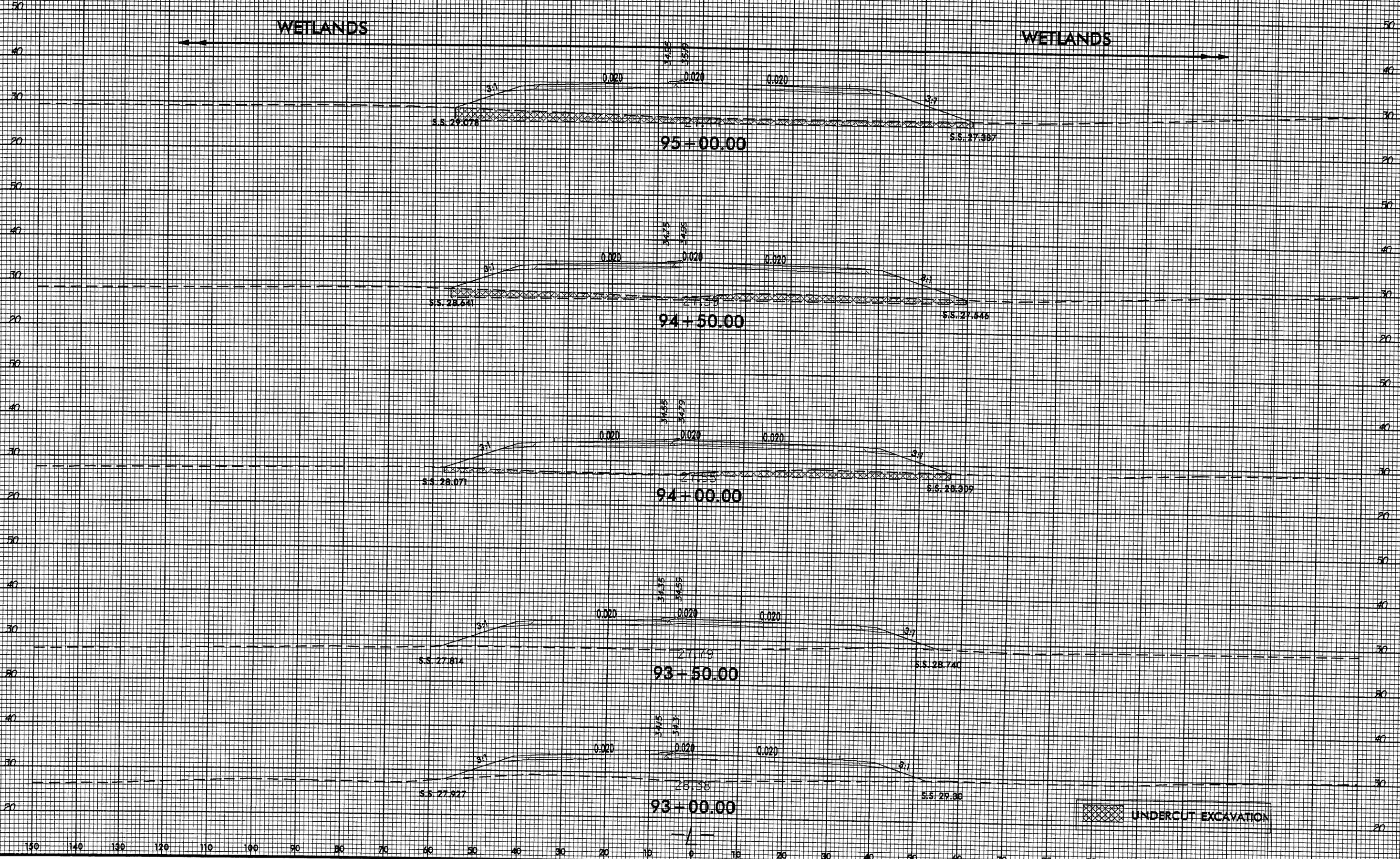
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115 1a

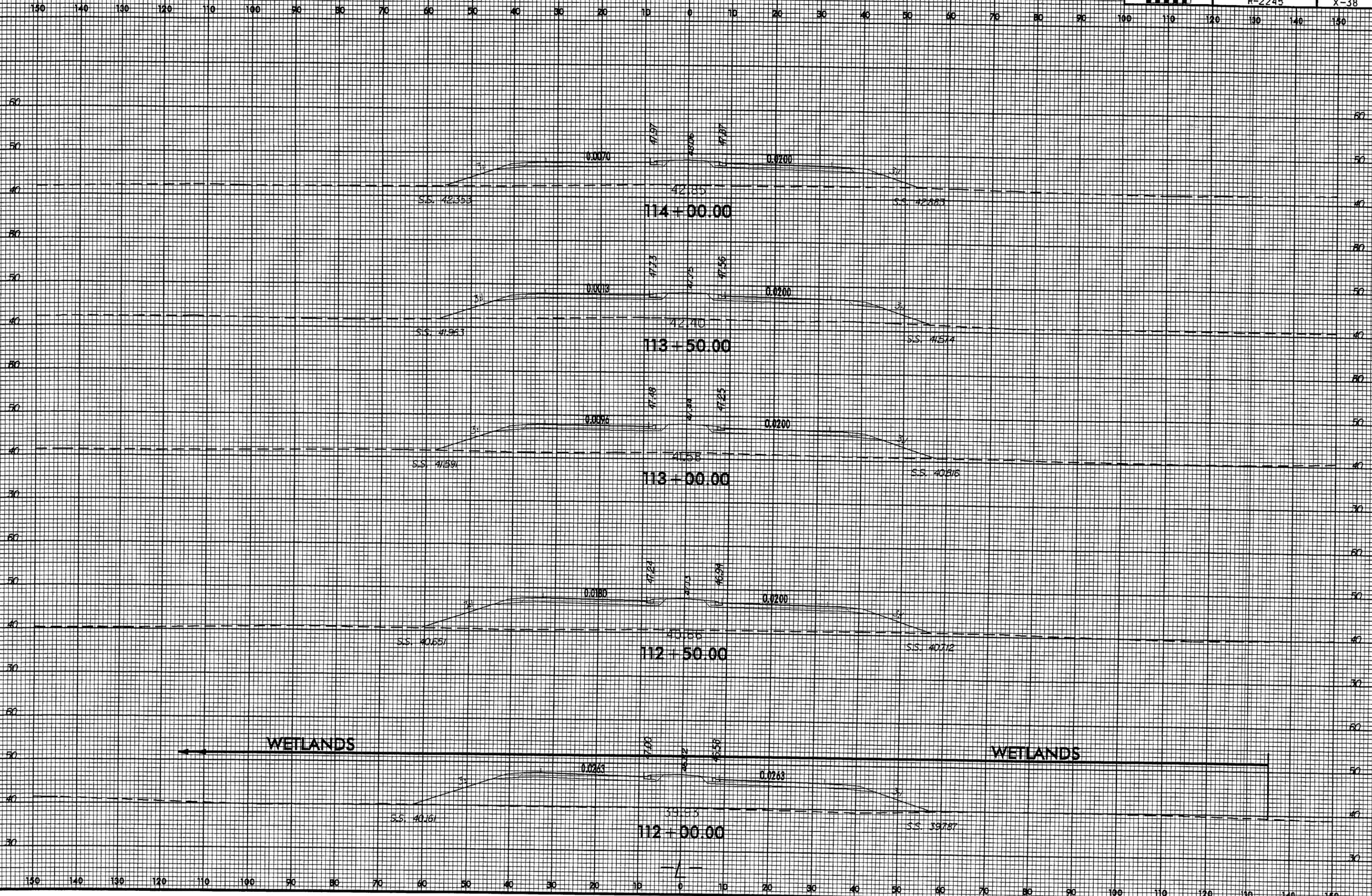


WETLANDS

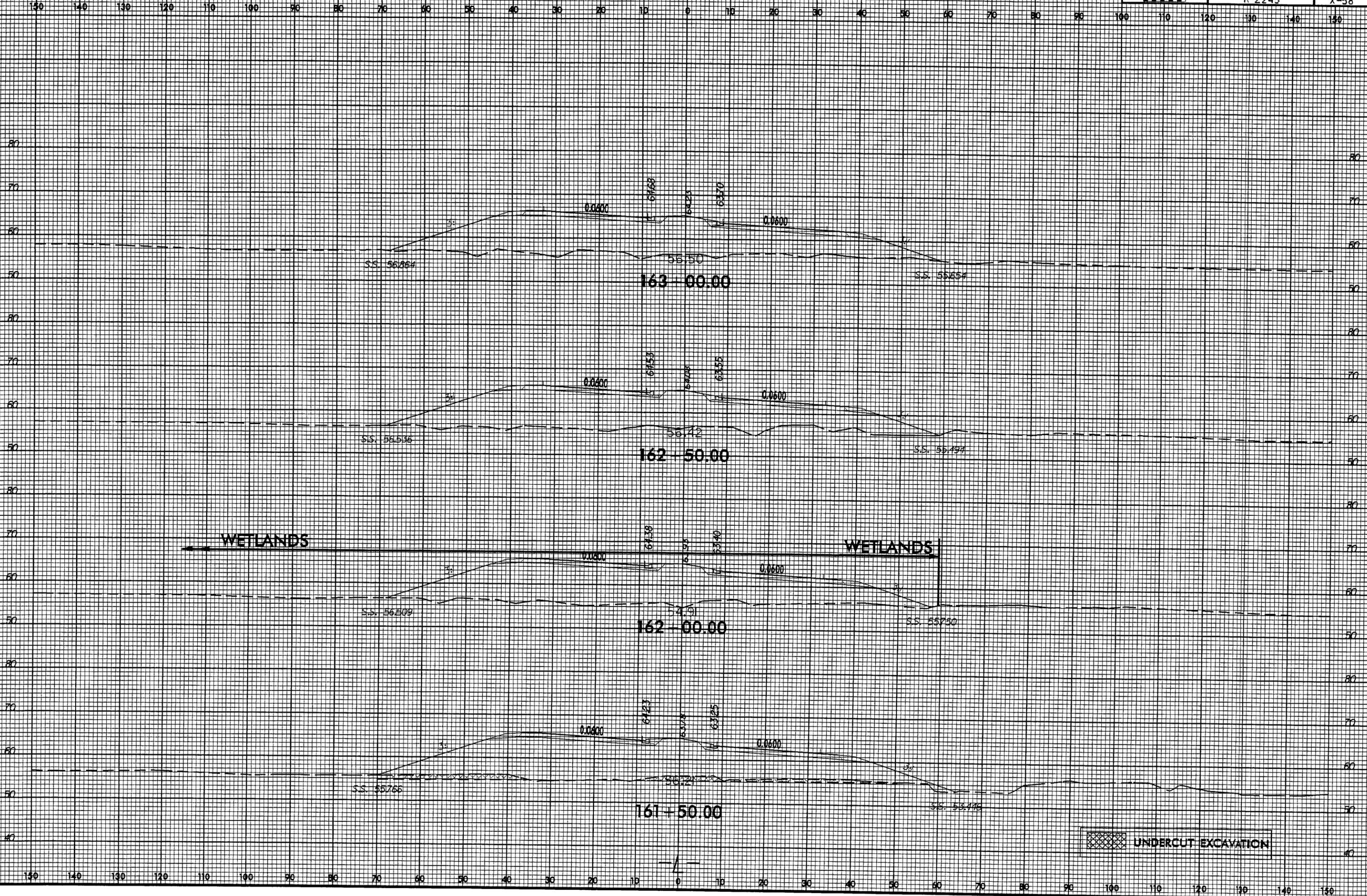
WETLANDS



UNDERCUT EXCAVATION



8/23/09

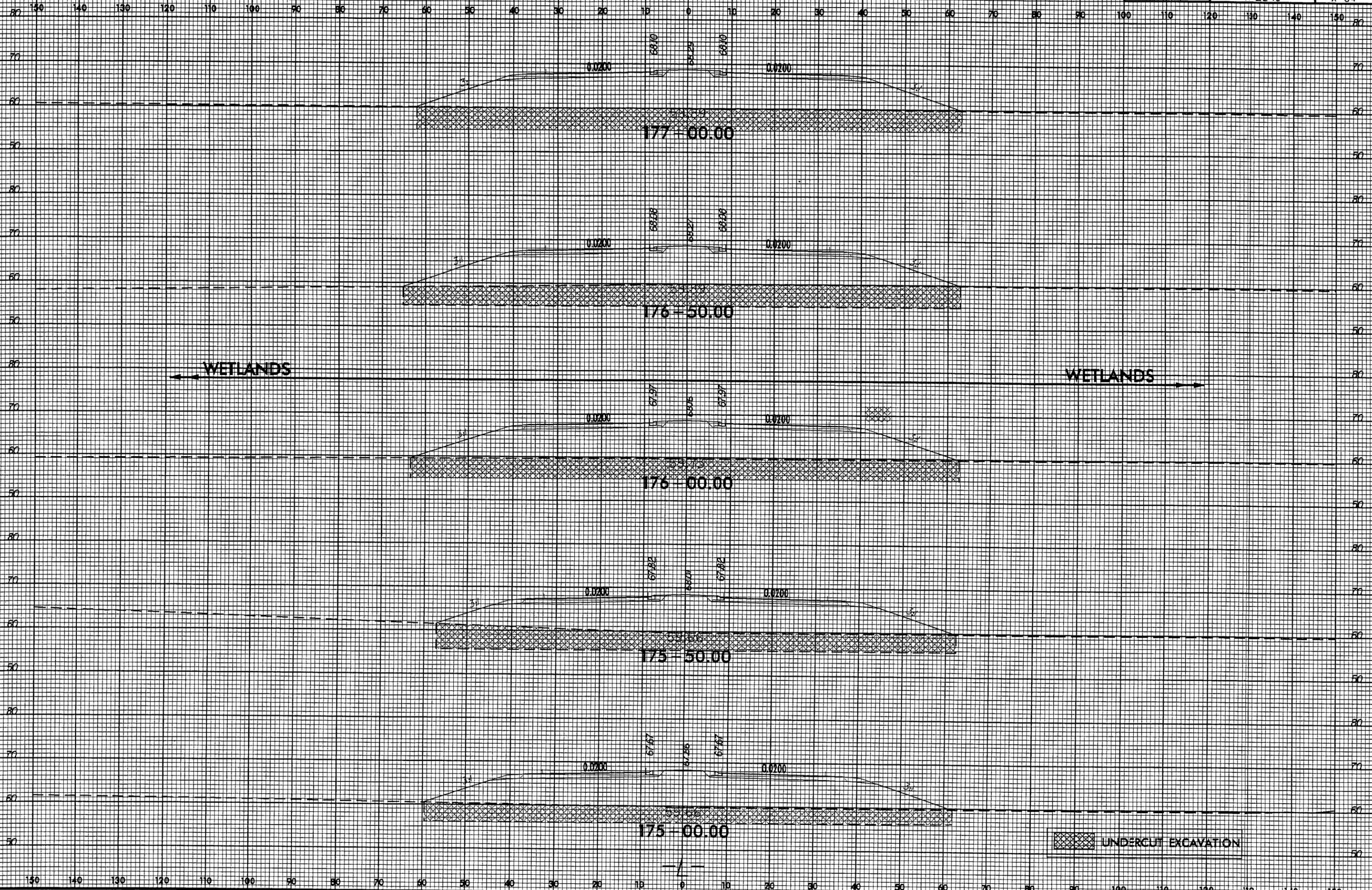


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8/23/91

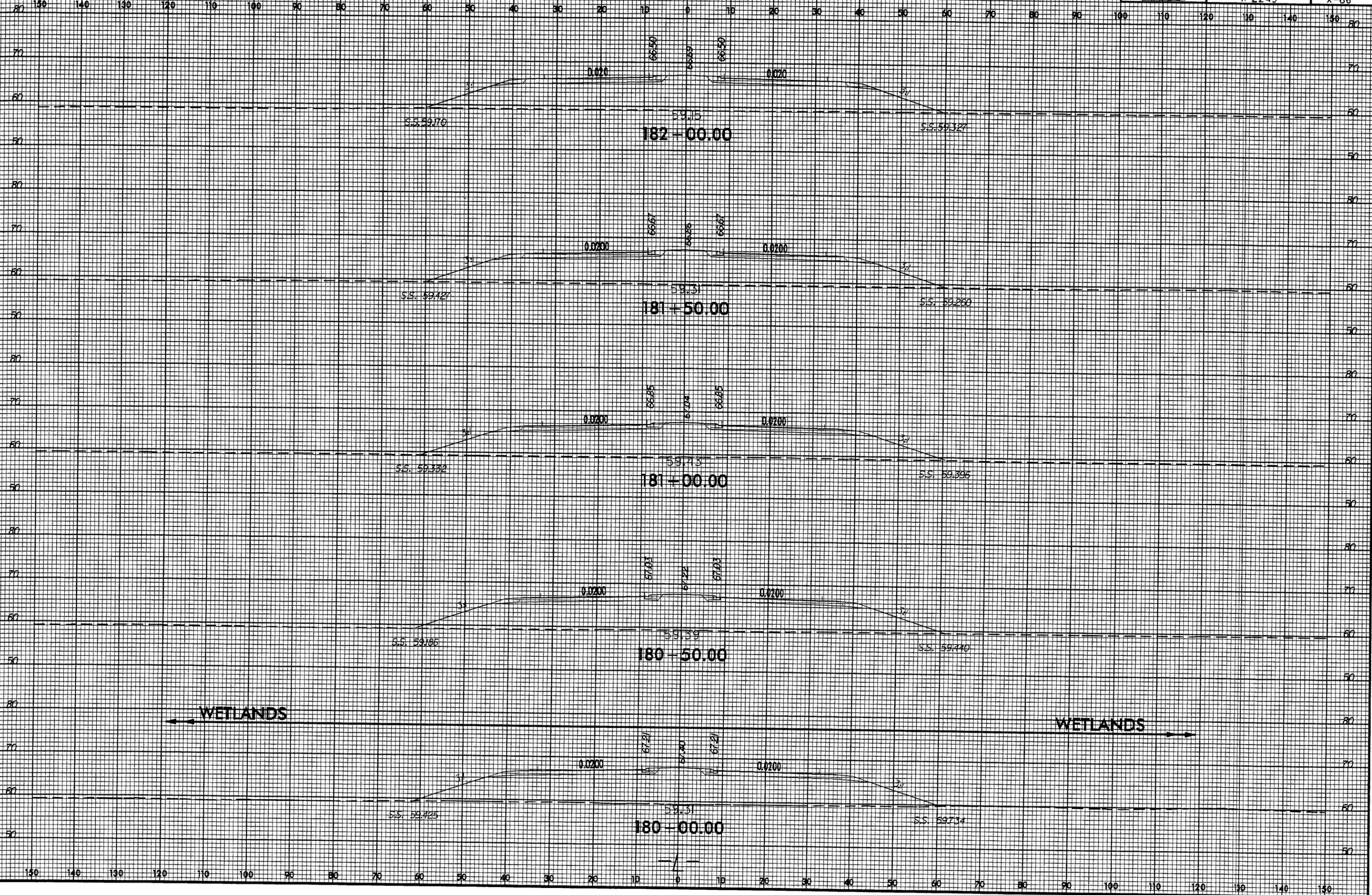


PROJ. REFERENCE NO. R-2245 SHEET NO. X-64



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8/23/06

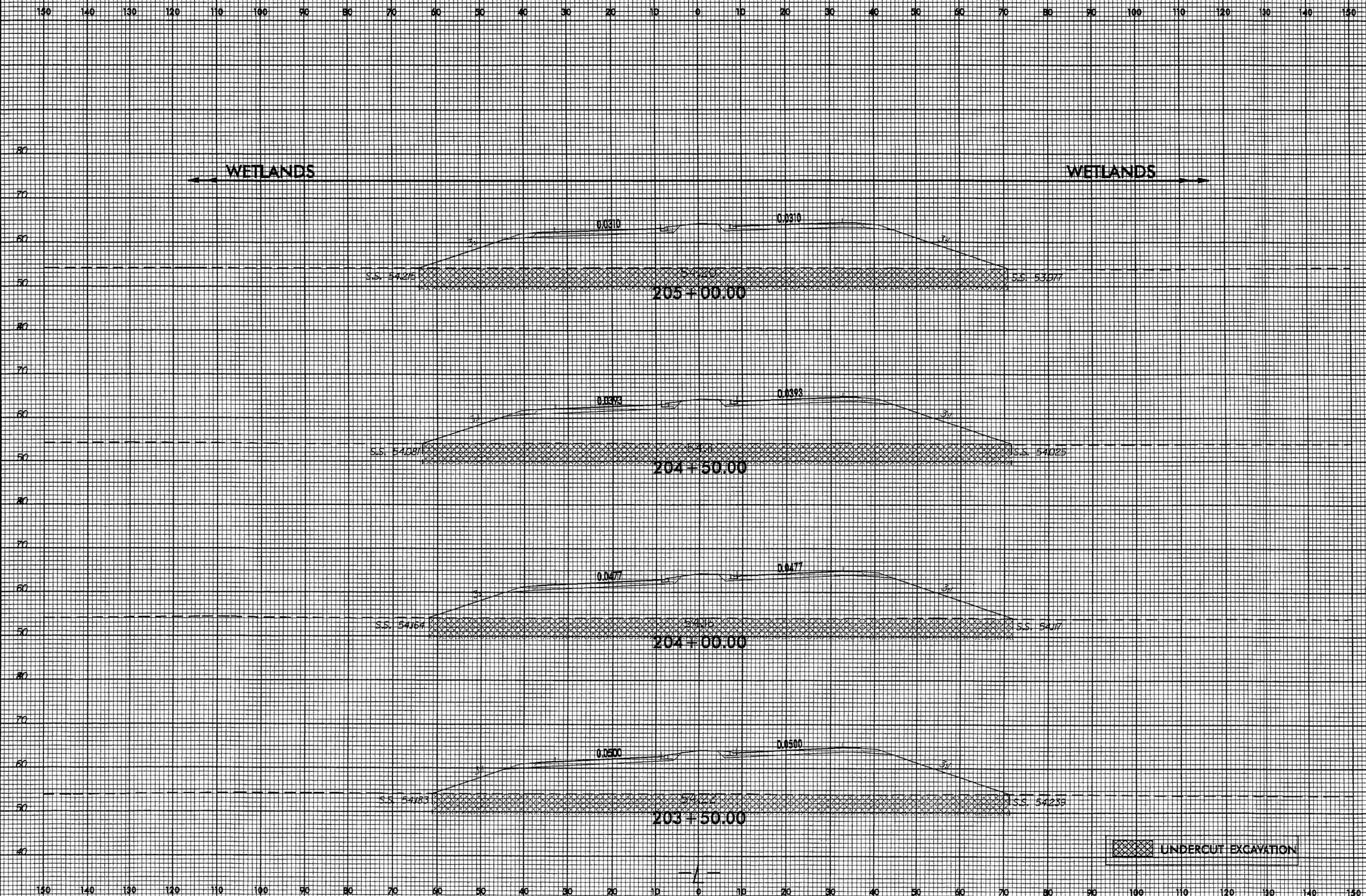


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8/23/09

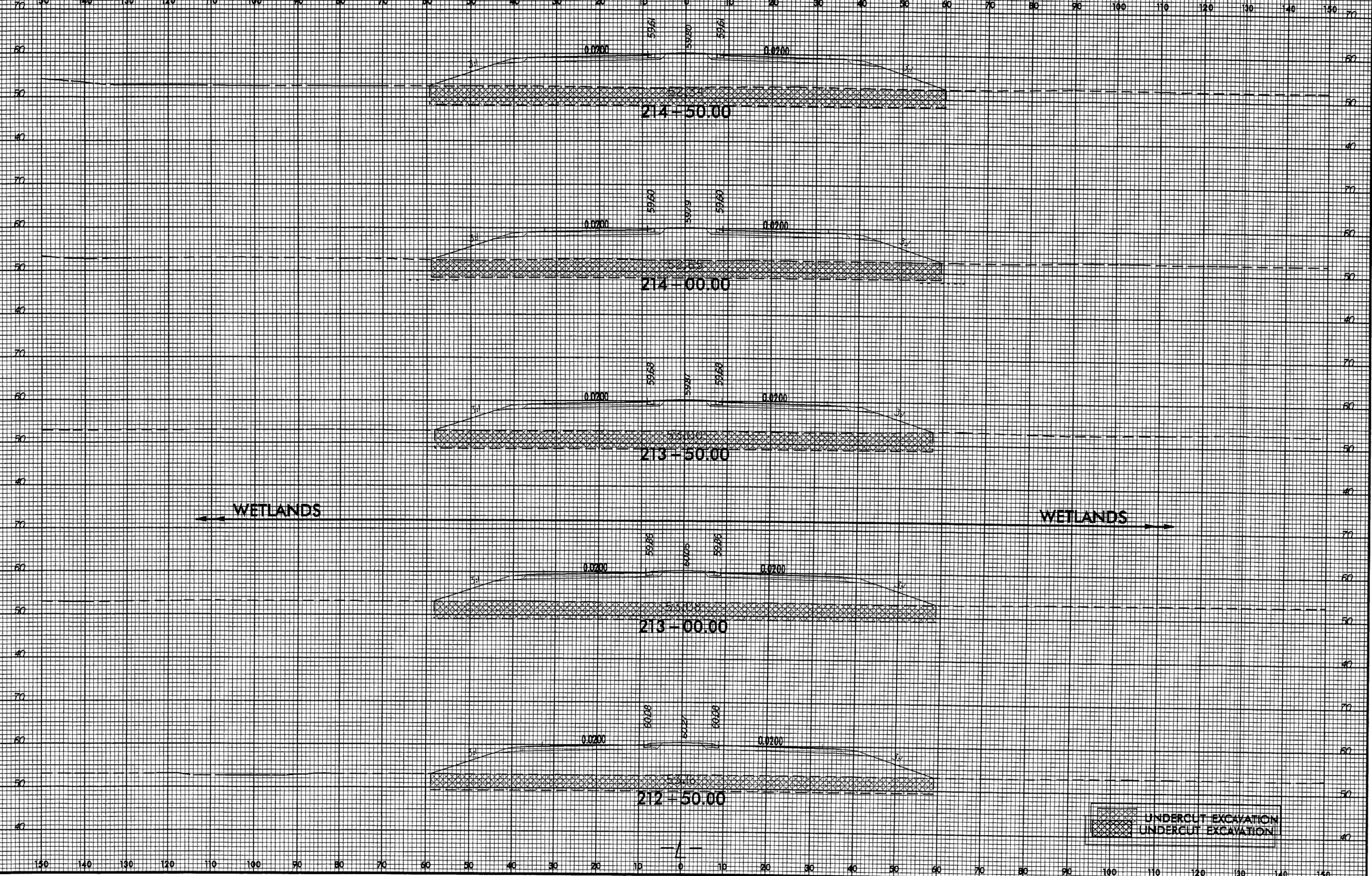


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SHEET NO. X-75

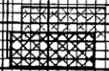
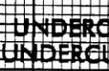


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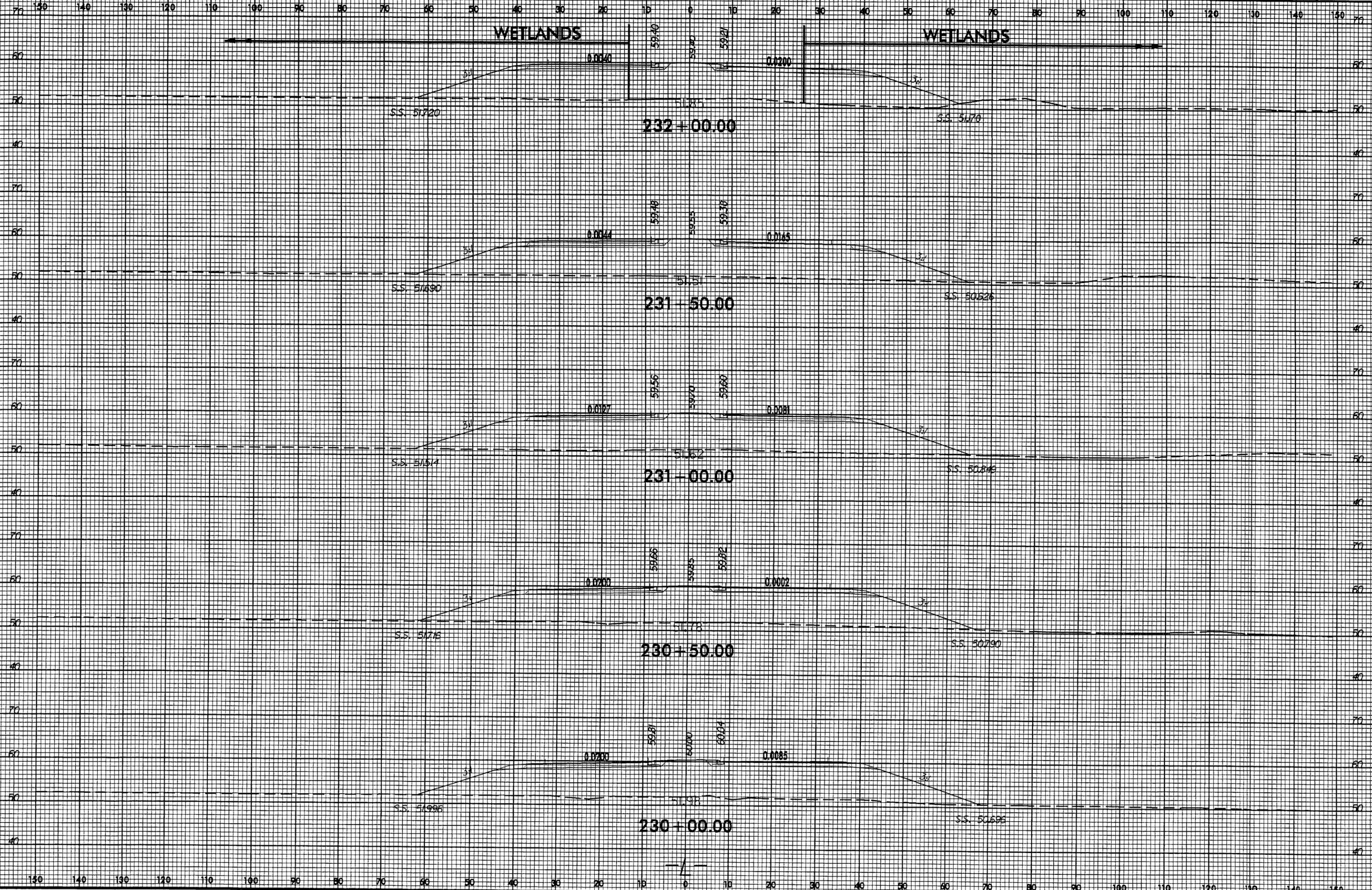
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 UNDERCUT EXCAVATION
 UNDERCUT EXCAVATION

B.23.91



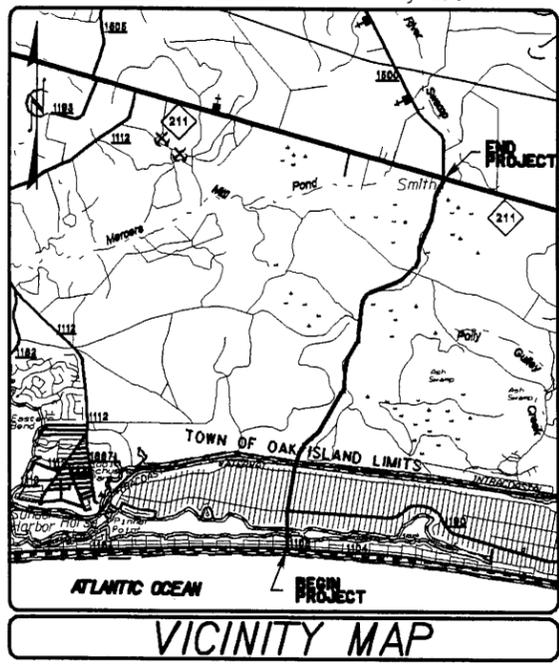
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09/08/99

TIP PROJECT: R-2245

CONTRACT: C201550

See Sheet 1-A For Index of Sheets
See Sheet 1-B For Conventional Symbols



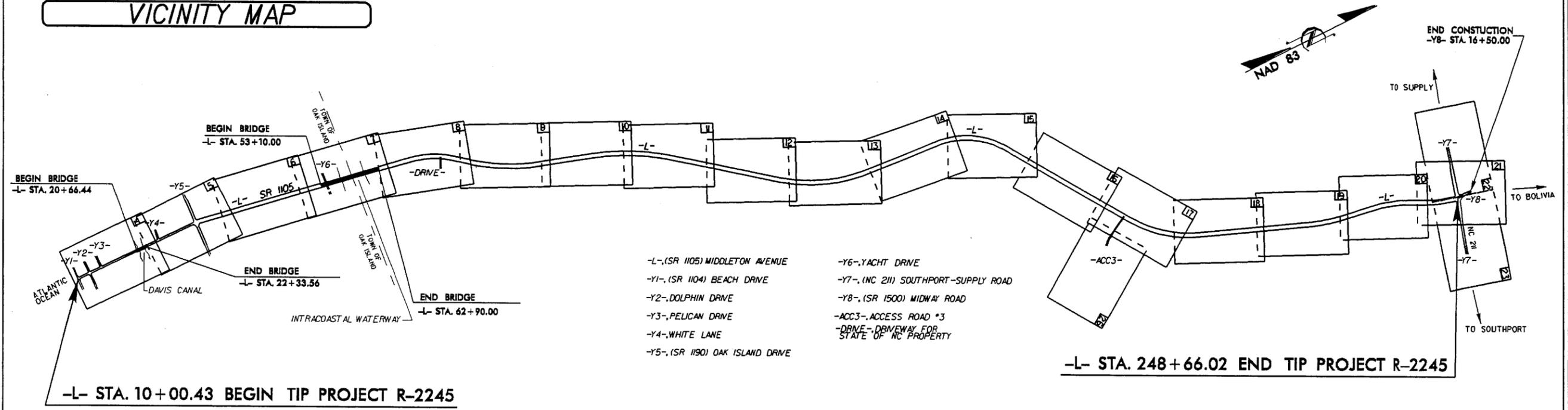
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

BRUNSWICK COUNTY

**LOCATION: NEW ROUTE FROM SR 1104 (BEACH DRIVE)
TO NC 211 (SECOND BRIDGE TO OAK ISLAND)**

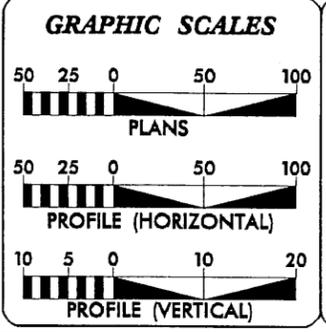
**TYPE OF WORK: GRADING, DRAINAGE, PAVING, SIGNALS, STRUCTURES
AND CULVERT**

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	R-2245	1	
STATE PROJ. NO.	F.A. PROJ. NO.	DESCRIPTION	
34407.1.1	STP-1105(6)	P.E.	
34407.3.1	STP-1105(7)	R/W & UTIL.	
34407.2.3	STP-1105(17)	CONST.	



ACCESS IS NOT CONTROLLED FROM OCEAN BEACH DRIVE TO 735' SOUTH OF YACHT DRIVE.
ACCESS CONTROL IS LIMITED TO POINTS AS SHOWN ON THE PLANS FROM 735' SOUTH OF YACHT DRIVE TO NC 211.

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION



DESIGN DATA

ADT 2006 =	13800
ADT 2030 =	31000
DHV =	8 %
D =	55 %
T =	3 % *
V =	40-60 MPH
* (TTST 1% + DUAL 2%)	
FUNC CLASS =	RURAL COLLECTOR

PROJECT LENGTH

LENGTH ROADWAY TIP PROJECT R-2245 =	4.303 MI
LENGTH STRUCTURES TIP PROJECT R-2245 =	0.217 MI
TOTAL LENGTH OF TIP PROJECT R-2245 =	4.520 MI

Prepared In the Office of:
DIVISION OF HIGHWAYS
1000 Birch Ridge Dr., Raleigh NC, 27610

2006 STANDARD SPECIFICATIONS	
RIGHT OF WAY DATE:	APRIL 29, 2005
LETTING DATE:	MAY 15, 2006
	GLENN W. MUMFORD, PE PROJECT ENGINEER
	SUSAN C. LANCASTER, PE PROJECT DESIGN ENGINEER

HYDRAULICS ENGINEER

SIGNATURE: P.E.
ROADWAY DESIGN ENGINEER

**DIVISION OF HIGHWAYS
STATE OF NORTH CAROLINA**

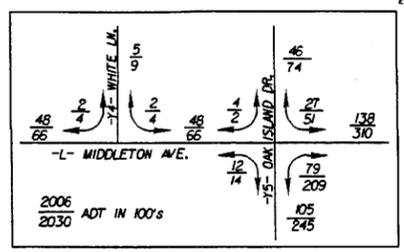
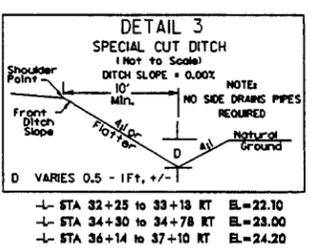
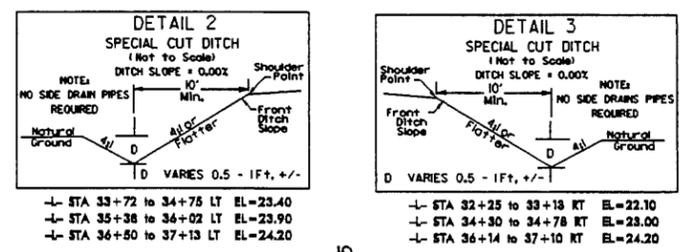
SIGNATURE: P.E.
STATE DESIGN ENGINEER

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED
DIVISION ADMINISTRATOR

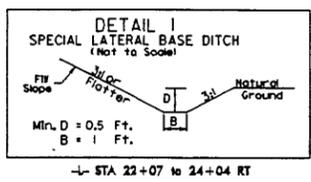
DATE

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\$\$\$USERNAME\$\$\$



90 EMMETT C. GUNNERSON
DB 565 PG 1055 BM201 ELEVATION = 18.90'
MB 6 PG 174 N 62460.13 E 2254463.94
L STATION 24+99.53 125.17' LEFT
RRS SET IN 10' OAK

GARY V. PETERSON
DB 714 PG 923
MB 6 PG 174

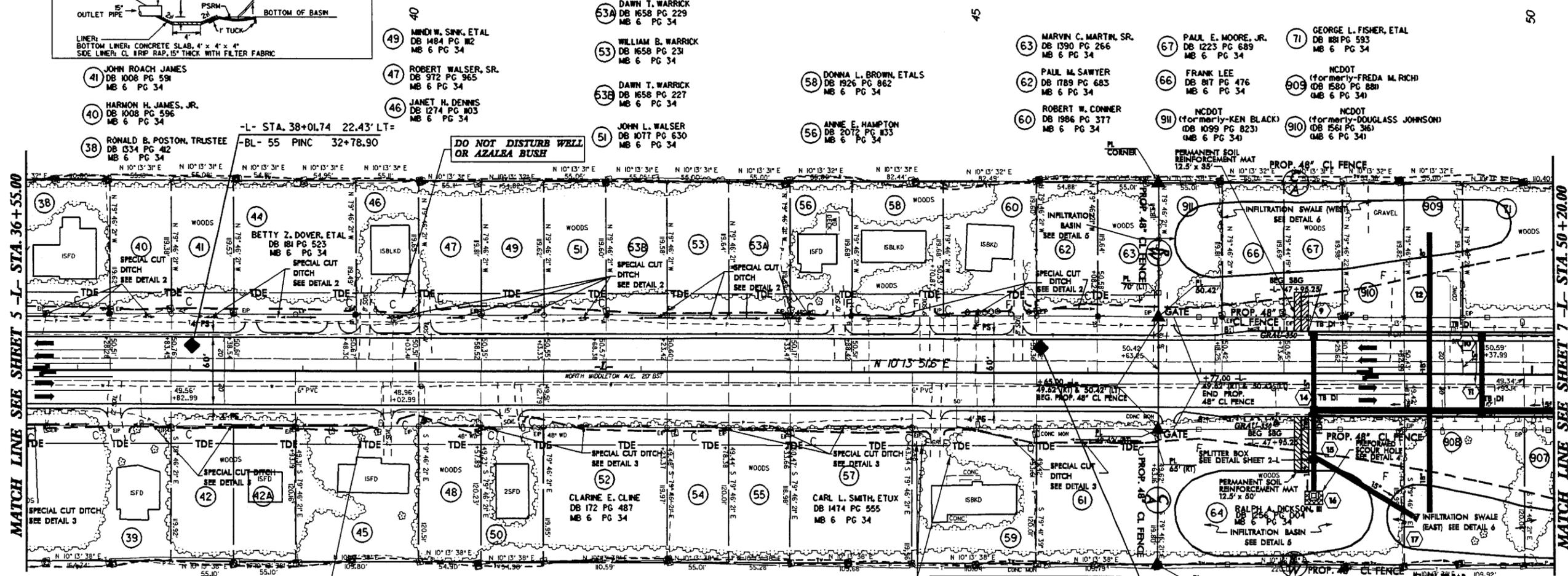
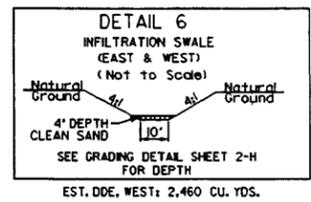
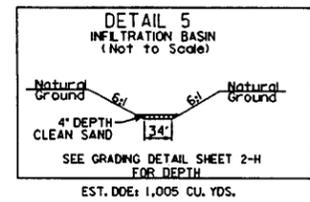
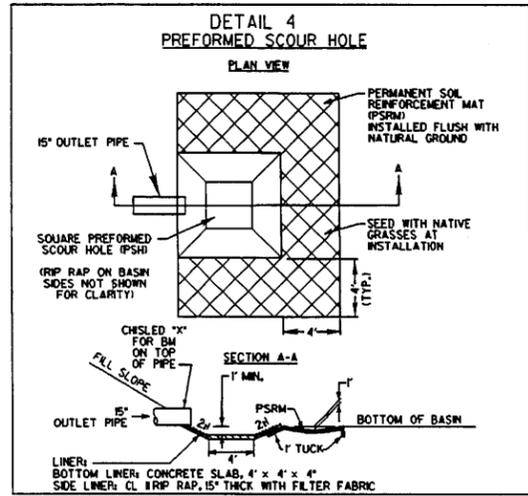


L-
PI Sta 31+42.78
 $\Delta = 9^{\circ}07'38.4''$ (RT)
D = 7'09" 43.1'
L = 127.44'
T = 63.86'
R = 800.00'
SE = 0.02
Runoff = 62'

★ PROPOSED SIGNAL

NOTES:
1) FOR -L- PROFILE SEE SHEETS 27 AND 28.
2) FOR -Y4- PROFILE SEE SHEET 36.
3) FOR -Y5- PROFILE SEE SHEET 37.
4) DRIVEWAY RADII ARE 10' UNLESS OTHERWISE NOTED.
5) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
6) -Y- LINE RADII ARE 30' UNLESS OTHERWISE NOTED.

REVISIONS
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 8/17/99



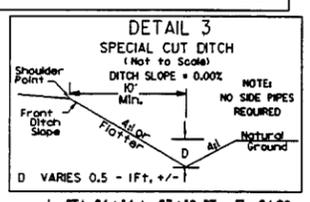
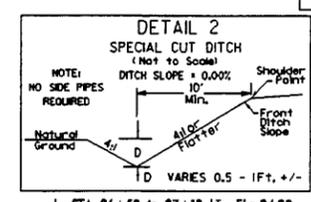
- 41 JOHN ROACH, JAMES DB 1008 PG 59 MB 6 PG 34
- 40 HARMON H. JAMES, JR. DB 1008 PG 596 MB 6 PG 34
- 38 RONALD B. POSTON, TRUSTEE DB 1034 PG 412 MB 6 PG 34
- 44 BETTY Z. DOVER, ETAL DB 184 PG 523 MB 6 PG 34
- 46 JANET H. DENNIS DB 1274 PG 803 MB 6 PG 34
- 47 ROBERT WALSER, SR. DB 972 PG 965 MB 6 PG 34
- 49 MINDY W. SINK, ETAL DB 1484 PG 112 MB 6 PG 34
- 45
- 51 JOHN L. WALSER DB 1077 PG 630 MB 6 PG 34
- 53A DAWN T. WARRICK DB 1658 PG 229 MB 6 PG 34
- 53 WILLIAM B. WARRICK DB 1658 PG 231 MB 6 PG 34
- 53B DAWN T. WARRICK DB 1658 PG 227 MB 6 PG 34
- 56 ANNE E. HAMPTON DB 1077 PG 630 MB 6 PG 34
- 58 DONNA L. BROWN, ETALS DB 1926 PG 862 MB 6 PG 34
- 60 ROBERT W. CONNER DB 1986 PG 377 MB 6 PG 34
- 62 PAUL M. SAWYER DB 1789 PG 683 MB 6 PG 34
- 63 MARVIN C. MARTIN, SR. DB 1390 PG 266 MB 6 PG 34
- 66 FRANK LEE DB 817 PG 476 MB 6 PG 34
- 67 PAUL E. MOORE, JR. DB 1223 PG 689 MB 6 PG 34
- 69 NCDOT (formerly-FREDA M. RICH) DB 1580 PG 881 MB 6 PG 34
- 71 GEORGE L. FISHER, ETAL DB 881 PG 593 MB 6 PG 34
- 909 NCDOT (formerly-KEN BLACK) DB 1099 PG 823 MB 6 PG 34
- 910 NCDOT (formerly-DOUGLASS JOHNSON) DB 1561 PG 346 MB 6 PG 34

MATCH LINE SEE SHEET 5 - L- STA. 36+55.00

MATCH LINE SEE SHEET 7 - L- STA. 50+20.00

DO NOT DISTURB TREE

DO NOT DISTURB THREE OAK TREES



- 39 GARY G. COOPER DB 1908 PG 196 MB 6 PG 34
- 42 ARTHUR SKIPPER DB 1999 PG 778 MB 6 PG 34
- 42A KIMBERLY S. ANDERSON DB 1999 PG 775 MB 6 PG 34
- 45 MARY W. CHURCH DB 874 PG 175 MB 6 PG 34
- 48 H. EMANUEL GHENT DB 1249 PG 881 MB 6 PG 34
- 50 DENISE M. WEST DB 1830 PG 945 MB 6 PG 34
- 54 NEIL G. JESTER DB 2179 PG 693 MB 6 PG 34
- 55 ANNE J. CONNER DB 1008 PG 606 MB 6 PG 34
- 57 CARL L. SMITH, ETUX DB 1474 PG 555 MB 6 PG 34
- 59 MARSHALL R. CARROLL DB 1895 PG 128 MB 6 PG 34
- 61 J. R. CORBETT DB 596 PG 210 MB 596 PG 212 MB 6 PG 34
- 908 NCDOT (formerly-KATHERINE W. HICKS) DB 169 PG 55 MB 6 PG 34
- 907 NCDOT (formerly-DONALD W. BATCHELOR) DB 836 PG 759 MB 6 PG 34

STA 36+50 to 37+13 LT	EL=24.20	STA 36+14 to 37+10 RT	EL=24.20
STA 37+58 to 37+68 LT	EL=24.50	STA 37+50 to 37+68 RT	EL=24.50
STA 38+13 to 38+24 LT	EL=24.60	STA 38+13 to 39+58 RT	EL=24.80
STA 38+68 to 39+37 LT	EL=24.90	STA 40+33 to 40+61 RT	EL=25.50
STA 39+75 to 39+89 LT	EL=25.00	STA 41+43 to 42+08 RT	EL=25.60
STA 40+28 to 40+44 LT	EL=25.00	STA 42+53 to 42+63 RT	EL=25.80
STA 40+88 to 40+98 LT	EL=25.00	STA 43+08 to 43+19 RT	EL=26.00
STA 41+43 to 41+53 LT	EL=25.40	STA 43+44 to 44+45 RT	EL=26.20
STA 41+98 to 43+55 LT	EL=25.70	STA 44+88 to 45+39 RT	EL=26.50
STA 43+97 to 44+34 LT	EL=25.70	STA 45+84 to 46+48 RT	EL=26.90
STA 44+78 to 45+18 LT	EL=26.20		
STA 45+65 to 46+10 LT	EL=26.20		

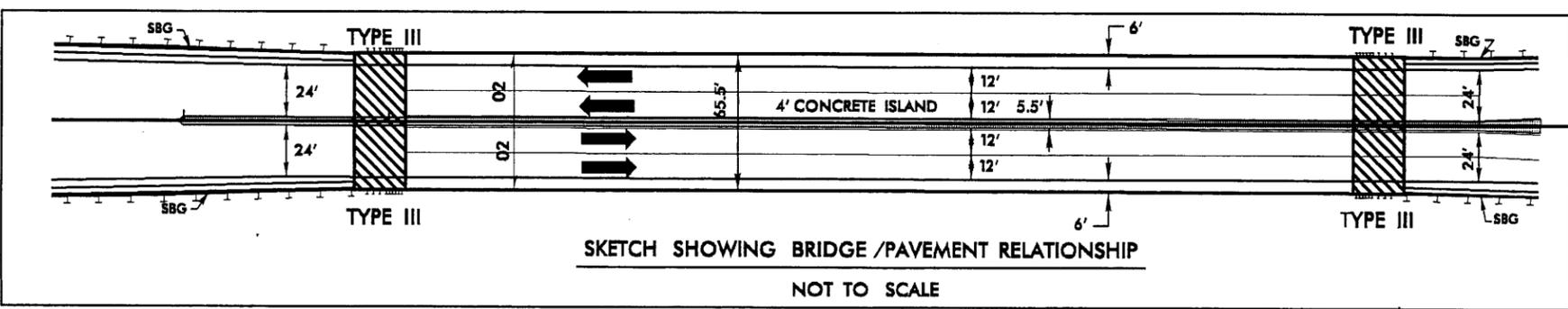
NOTES:
 1) FOR -L- PROFILE SEE SHEET 28.
 2) DRIVEWAY RADII ARE 10' UNLESS OTHERWISE NOTED.
 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.

8/17/99

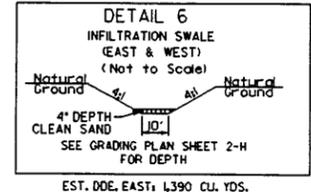
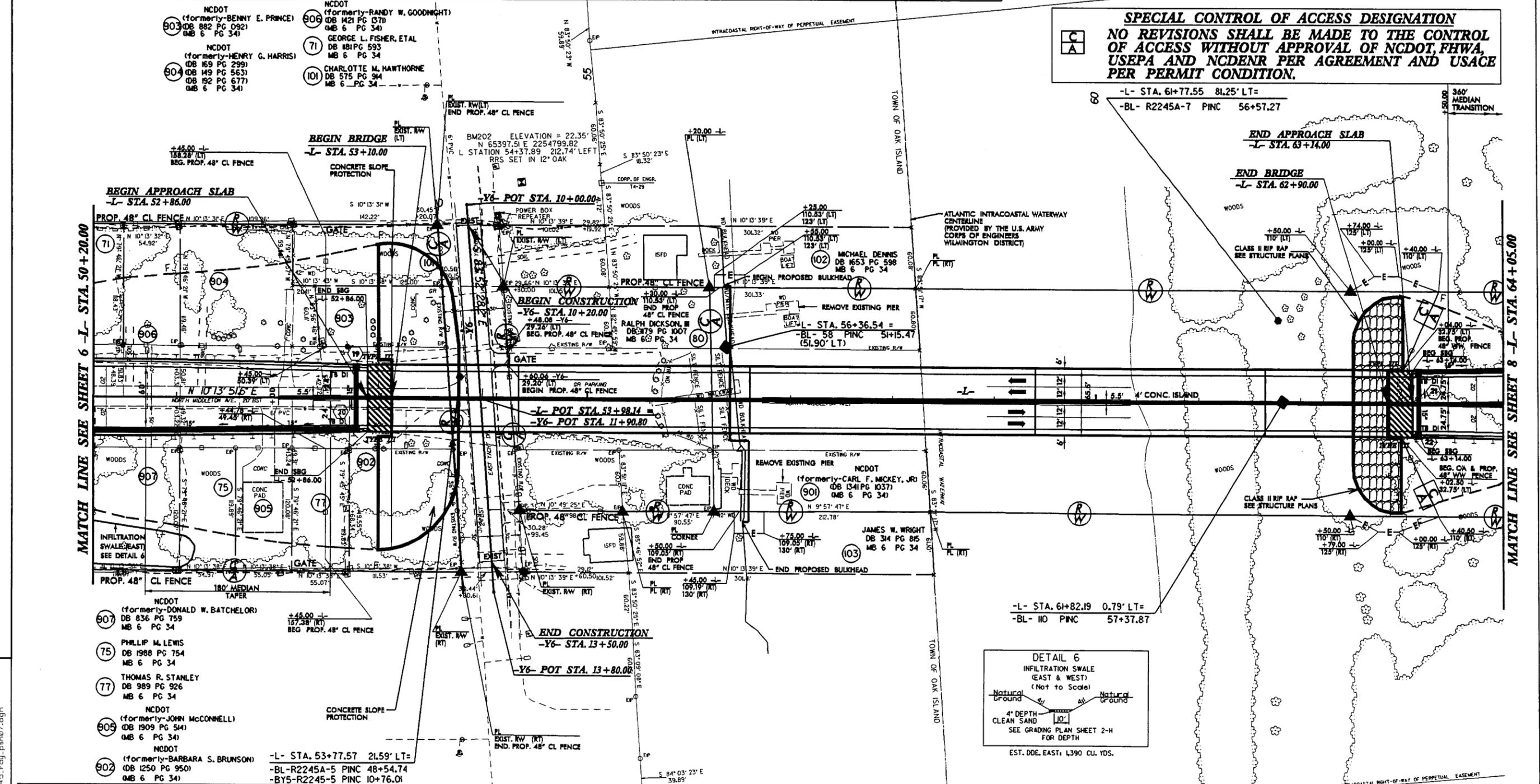
REVISIONS

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PROJECT REFERENCE NO. R-2245	SHEET NO. 7
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



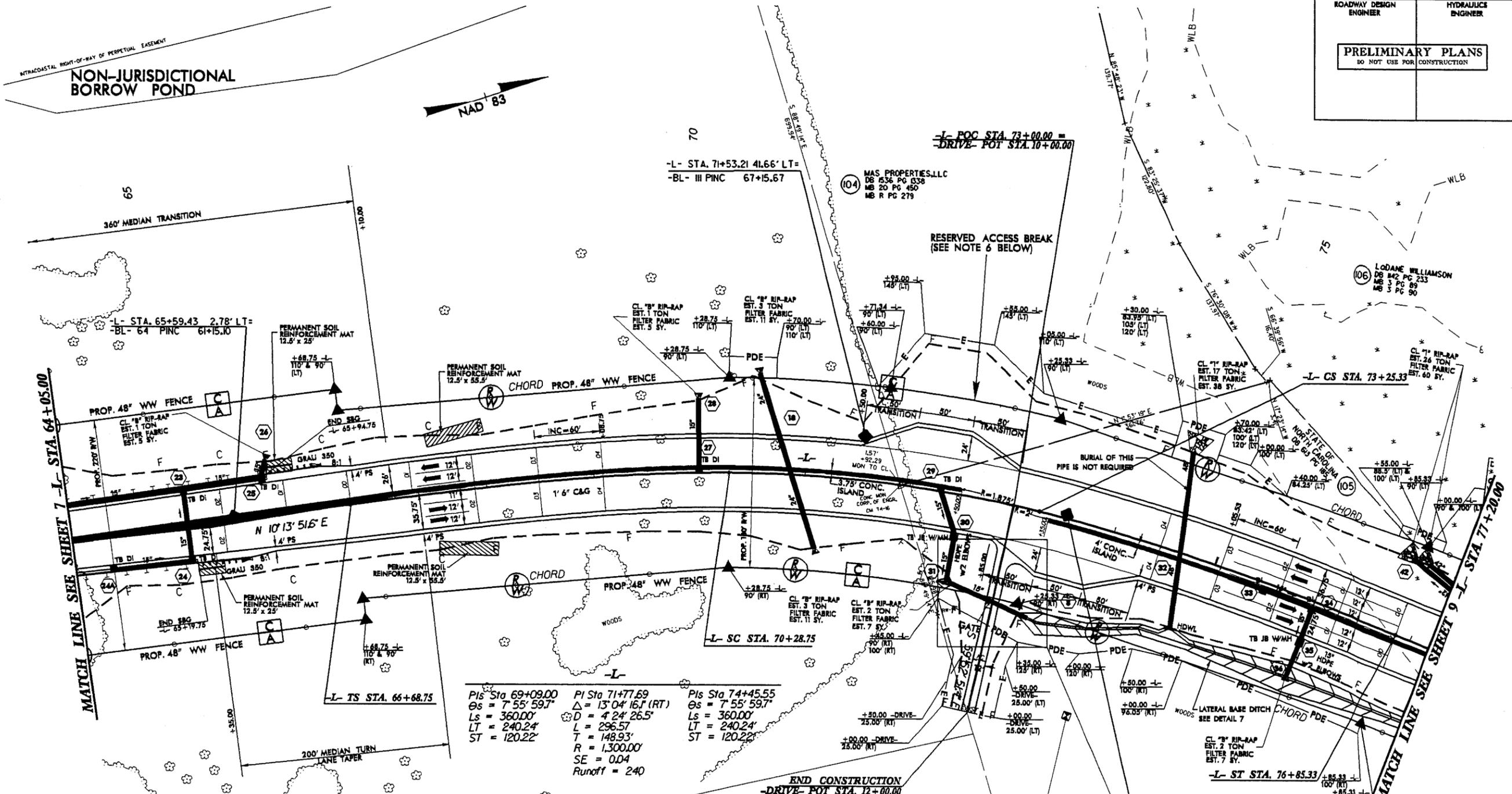
SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PERMIT CONDITION.



- NOTES:**
- 1) FOR -L- PROFILE SEE SHEETS 28 AND 29.
 - 2) FOR -Y6- PROFILE SEE SHEET 37.
 - 3) FOR STRUCTURE PLANS SEE SHEETS S-26 THROUGH S-98.
 - 4) FOR BULKHEAD PLANS SEE SHEETS W-1 THROUGH W-2.
 - 5) EXISTING PAVEMENT WITHIN THE AREA OF END BENT PILES SHALL BE REMOVED AND SCARIFIED TO MINIMUM DEPTH OF 2.0'.

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REVISIONS

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SUBSTRATE

SPECIAL CONTROL OF ACCESS DESIGNATION

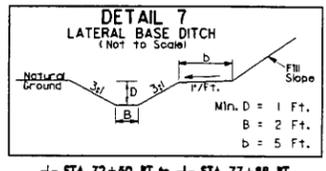
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

-L-

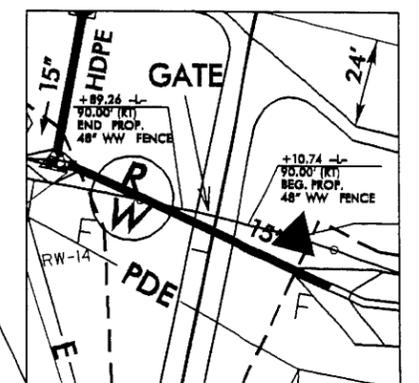
PI Sta 69+09.00 Os = 7° 55' 59.7" Ls = 360.00' LT = 240.24' ST = 120.22'	PI Sta 71+77.69 Δ = 13° 04' 16.1" (RT) D = 4' 24" 26.5" L = 296.57' T = 148.93' SE = 0.04 Runoff = 240	PI Sta 74+45.55 Os = 7° 55' 59.7" Ls = 360.00' LT = 240.24' ST = 120.22'
--	--	--

-ACCI-

PI Sta 12+36.28 Δ = 6° 52' 10.0" (LT) D = 16' 22" 12.8" L = 377.94' T = 209.76' R = 350.00'
--

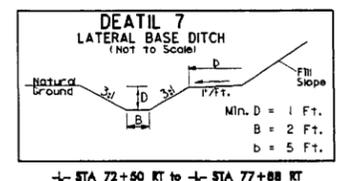
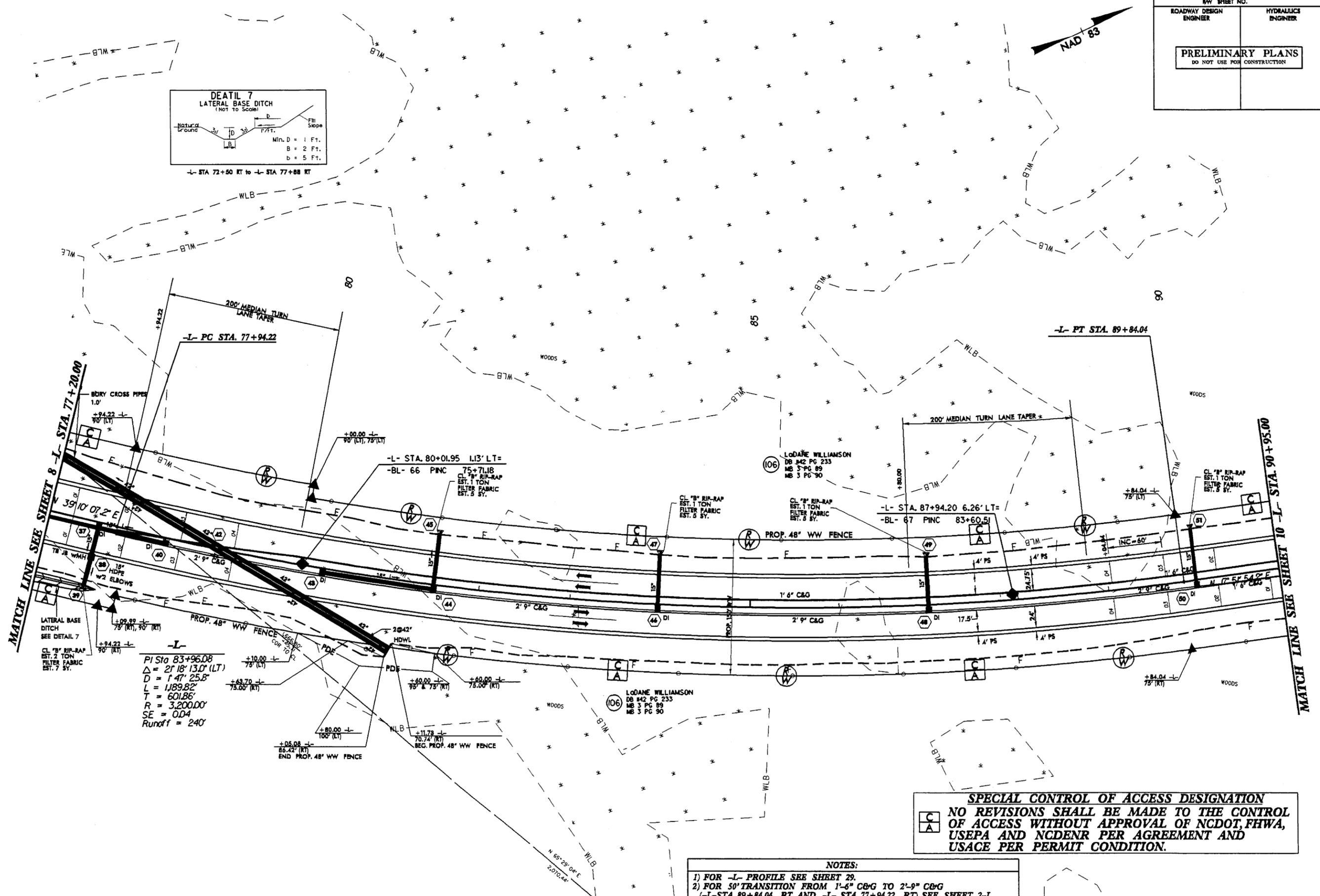


- NOTES:**
- 1) FOR -L- PROFILE SEE SHEET 29.
 - 2) FOR -DRIVE- PROFILE SEE SHEET 35.
 - 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - 4) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.
 - 5) A FUTURE CONTROL-OF-ACCESS BREAK HAS BEEN RESERVED LEFT OF -L- STATION 72+65.00. ANY ACCESS BREAK AT THIS LOCATION SHALL BE IN ACCORDANCE WITH SPECIFIC GUIDELINES SET FORTH IN THE MEMORANDUM OF UNDERSTANDING BETWEEN NCDOT, FHWA, NCDENR AND USEPA AND PERMIT CONDITIONS PRESCRIBED BY USACE.



PROJECT REFERENCE NO. R-2245	SHEET NO. 9
HW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULIC ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

8/17/99



MATCH LINE SEE SHEET 8 - L- STA. 77+20.00

MATCH LINE SEE SHEET 10 - L- STA. 90+95.00

-L-
PI Sta 83+96.08
Δ = 2° 18' 13.0" (LT)
D = 1' 47" 25.8"
L = 1189.82'
T = 601.86'
R = 3,200.00'
SE = 0.04
Runoff = 240'

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

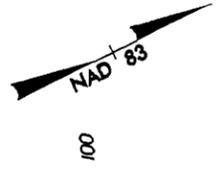
NOTES:
1) FOR -L- PROFILE SEE SHEET 29.
2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 89+84.04 RT AND -L- STA. 77+94.22 RT) SEE SHEET 2-J.

REVISIONS

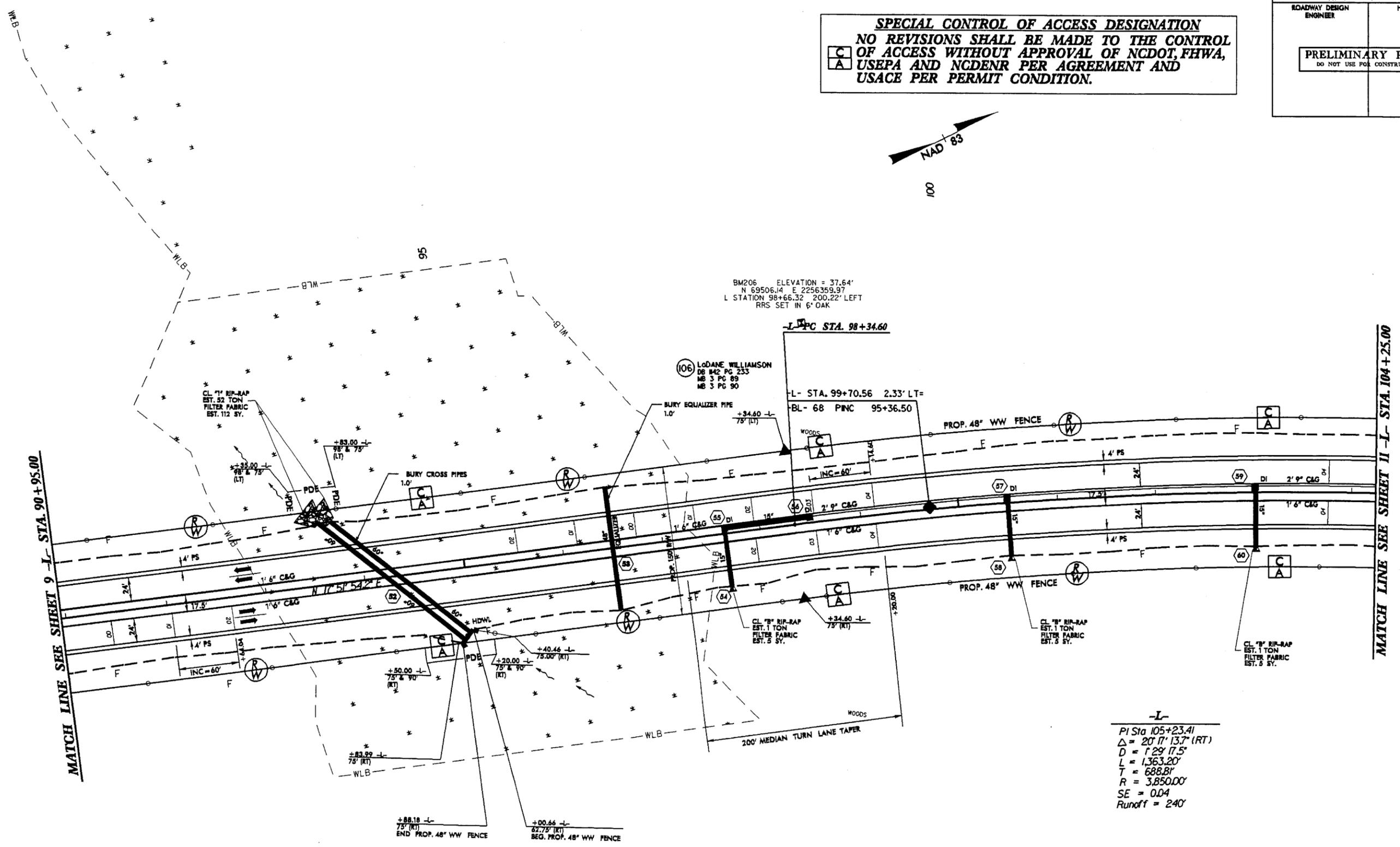
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PROJECT REFERENCE NO.	SHEET NO.
R-2245	10
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.



BM206 ELEVATION = 37.64'
 N 69°06.14' E 2256359.97'
 L STATION 98+66.32 200.22' LEFT
 RRS SET IN 6" OAK



-L-
 PI Sta 105+23.41
 $\Delta = 20' 17' 13.7''$ (RT)
 $D = 1' 29' 17.5''$
 $L = 1,363.20'$
 $T = 688.81'$
 $R = 3,850.00'$
 $SE = 0.04$
 Runoff = 240'

NOTES:
 1) FOR -L- PROFILE SEE SHEETS 29 AND 30.
 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 98+34.60 LT) SEE SHEET 2-J.

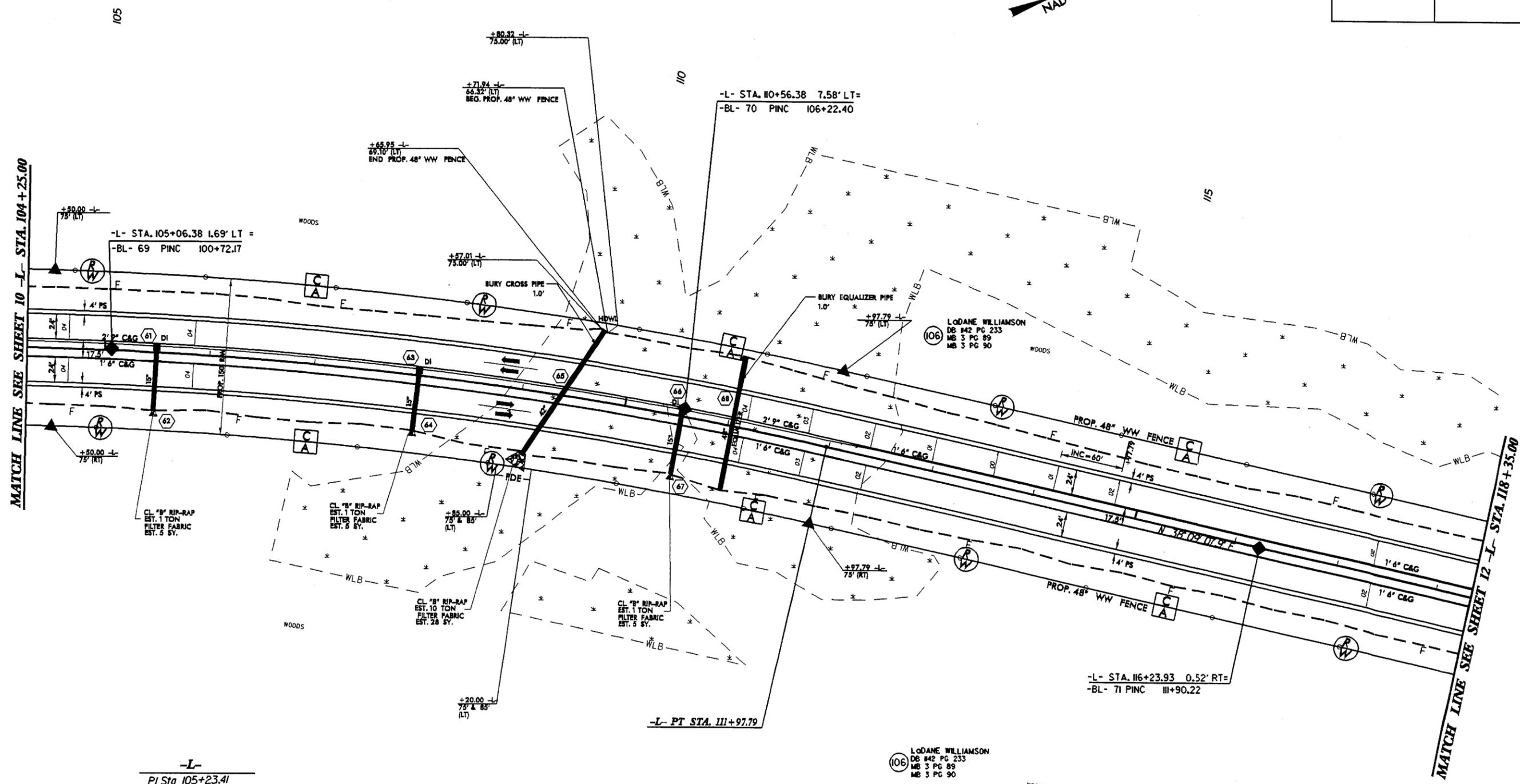
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PROJECT REFERENCE NO.		SHEET NO.	
R-2245		II	
RWY SHEET NO.			
ROADWAY DESIGN ENGINEER		HYDRAULICS ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION			



MATCH LINE SEE SHEET 10 -L- STA. 104+25.00

MATCH LINE SEE SHEET 12 -L- STA. 118+35.00

-L-

PI Sta 105+23.41
 $\Delta = 20' 17" 13.7' (RT)$
 $D = 1' 29' 17.5"$
 $L = 1,363.20'$
 $T = 688.81'$
 $R = 3,850.00'$
 $SE = 0.04$
 $Runoff = 240'$

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

NOTES:

1) FOR -L- PROFILE SEE SHEET 30.
 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 111+97.79 LT) SEE SHEET 2-J.

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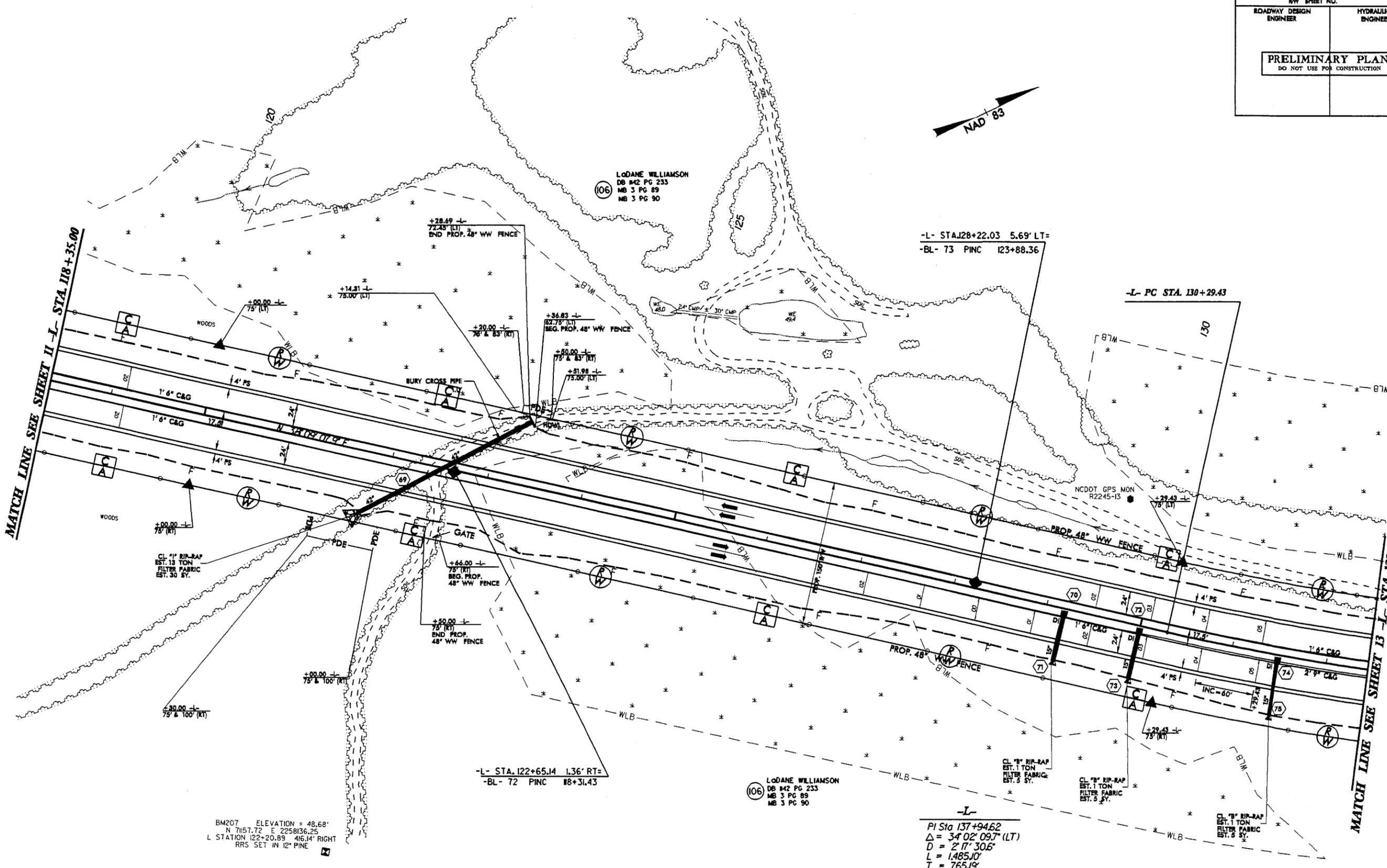
8/17/99

PROJECT REFERENCE NO. R-2245	SHEET NO. 12
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

REVISIONS

MATCH LINE SEE SHEET 11 -L- STA 118+35.00

MATCH LINE SEE SHEET 13 -L- STA 132+45.00



(106) LODANE WILLIAMSON
DB 842 PG 233
MB 3 PG 89
MB 3 PG 90

-L- STA 128+22.03 5.69' LT=
-BL- 73 PINC 123+88.36

-L- PC STA 130+29.43

-L- STA 122+65.14 1.36' RT=
-BL- 72 PINC 118+31.43

(106) LODANE WILLIAMSON
DB 842 PG 233
MB 3 PG 89
MB 3 PG 90

-L-
PI Sta 137+94.62
 $\Delta = 34' 02" 09.7' (LT)$
 $D = 2' 17" 30.6'$
 $L = 1485.10'$
 $T = 765.19'$
 $R = 2500.00'$
 $SE = 0.05$
Runoff = 300'

BM207 ELEVATION = 48.68'
N 71157.72 E 2258136.25
L STATION 122+20.89 416.14' RIGHT
RRS SET IN 12" PINE

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

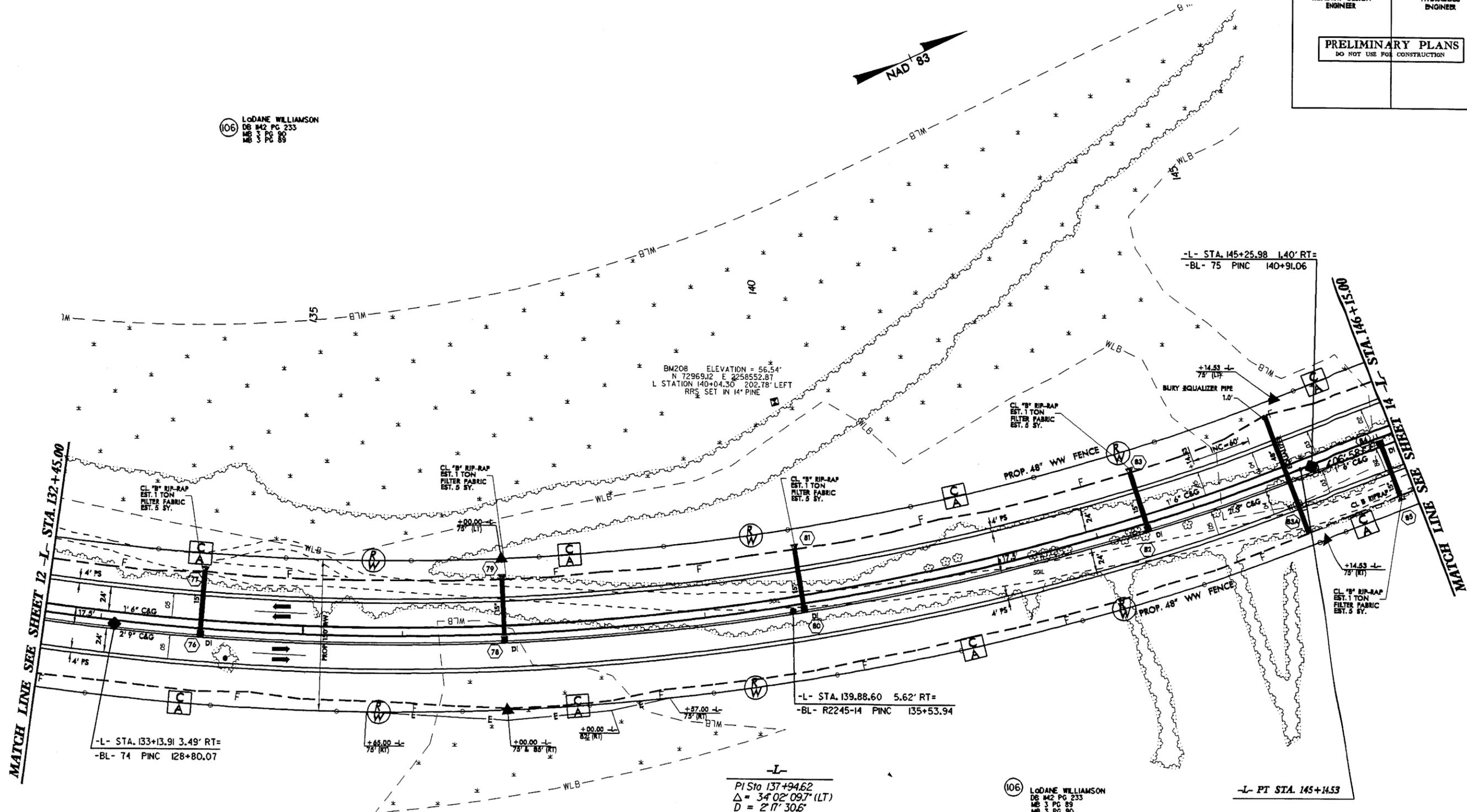
NOTES:
 1) FOR -L- PROFILE SEE SHEETS 30 AND 31.
 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA 130+29.43 RT) SEE SHEET 2-J.

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PROJECT REFERENCE NO. R-2245	SHEET NO. 13
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

8/17/99

(106) LODANE WILLIAMSON
DB 142 PG 233
MB 3 PG 80
MB 3 PG 89



MATCH LINE SEE SHEET 12 -L- STA. 132+45.00

MATCH LINE SEE SHEET 14 -L- STA. 146+00.00

-L- STA. 133+13.91 3.49° RT=
-BL- 74 PINC 128+80.07

-L- STA. 139.88.60 5.62° RT=
-BL- R2245-14 PINC 135+53.94

-L- STA. 145+25.98 1.40° RT=
-BL- 75 PINC 140+91.06

-L- PT STA. 145+14.53

-L-
PI Sta 137+94.62
Δ = 34° 02' 09.7" (LT)
D = 2' 17" 30.6"
L = 1,485.10'
T = 765.19'
R = 2,500.00'
SE = 0.05
Runoff = 300'

(106) LODANE WILLIAMSON
DB 142 PG 233
MB 3 PG 89
MB 3 PG 90

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

NOTES:
1) FOR -L- PROFILE SEE SHEET 31.
2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 145+14.53 RT) SEE SHEET 2-J.

REVISIONS

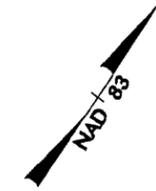
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PROJECT REFERENCE NO. R-2245	SHEET NO. 16
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

SPECIAL CONTROL OF ACCESS DESIGNATION

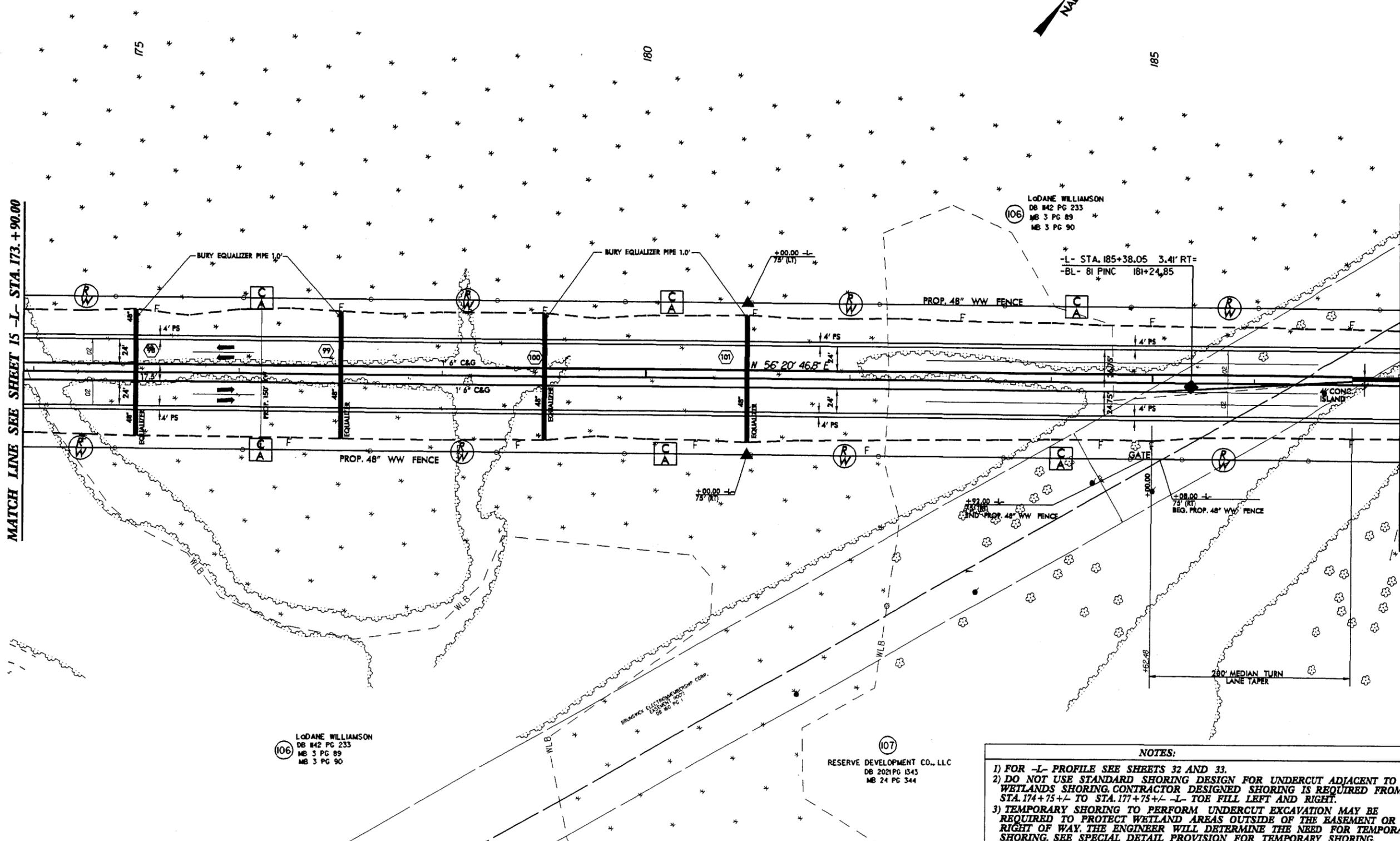
C NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

A



MATCH LINE SEE SHEET 15 -L- STA. 173. +90.00

MATCH LINE SEE SHEET 17 -L- STA. 187 +50.00



REVISIONS

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(106) LODANE WILLIAMSON
DB 142 PG 233
MB 3 PG 89
MB 3 PG 90

(107) RESERVE DEVELOPMENT CO., LLC
DB 2021 PG 1343
MB 24 PG 344

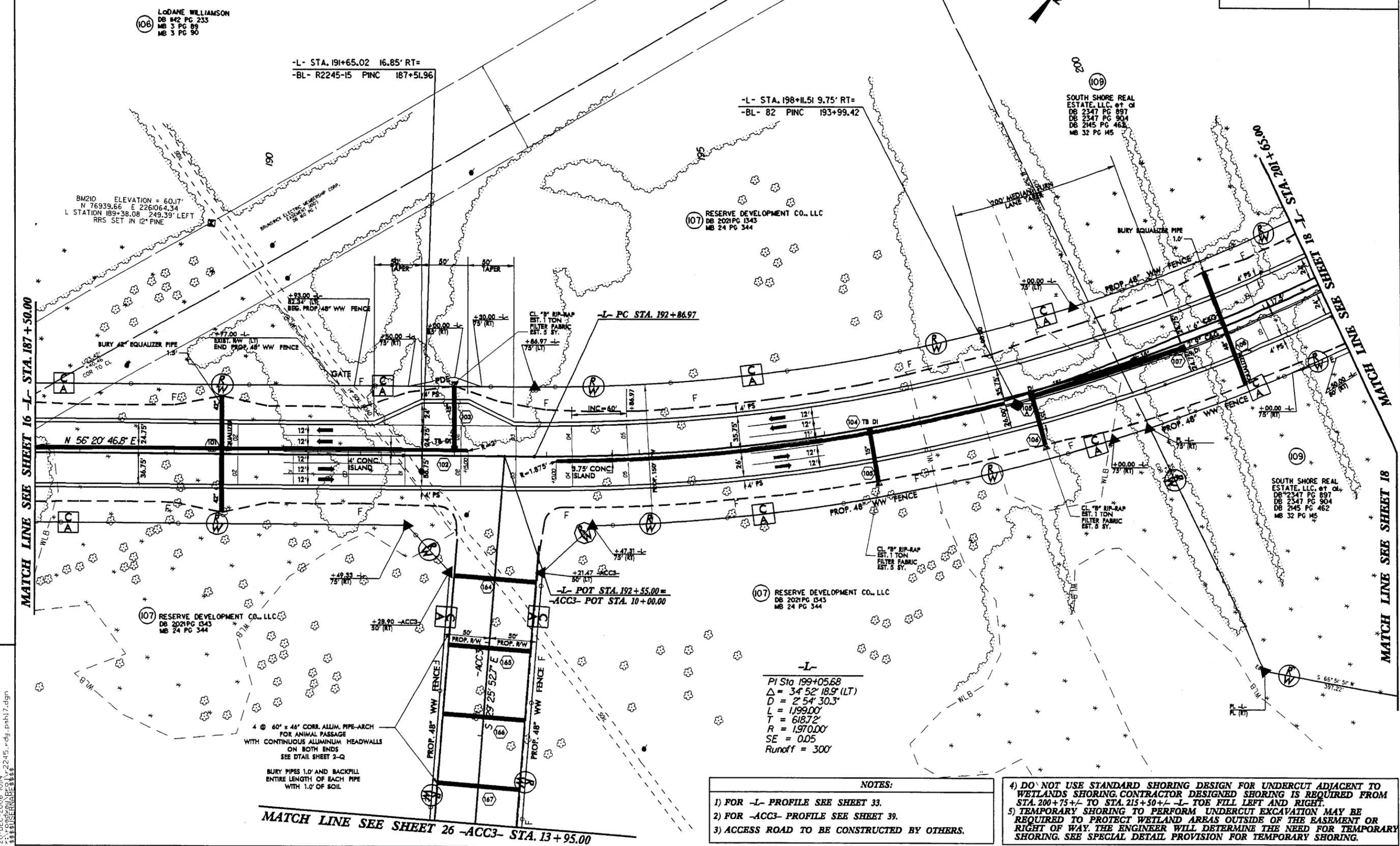
NOTES:

- 1) FOR -L- PROFILE SEE SHEETS 32 AND 33.
- 2) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING. CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 174+75+/- TO STA. 177+75+/- -L- TOE FILL LEFT AND RIGHT.
- 3) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE EASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

8/17/99

SPECIAL CONTROL OF ACCESS DESIGNATION
 NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

PROJECT REFERENCE NO. R-2245	SHEET NO. 17
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



REVISIONS

MATCH LINE SEE SHEET 16 -L- STA. 187+50.00

MATCH LINE SEE SHEET 18

MATCH LINE SEE SHEET 26 -ACC3- STA. 13+95.00

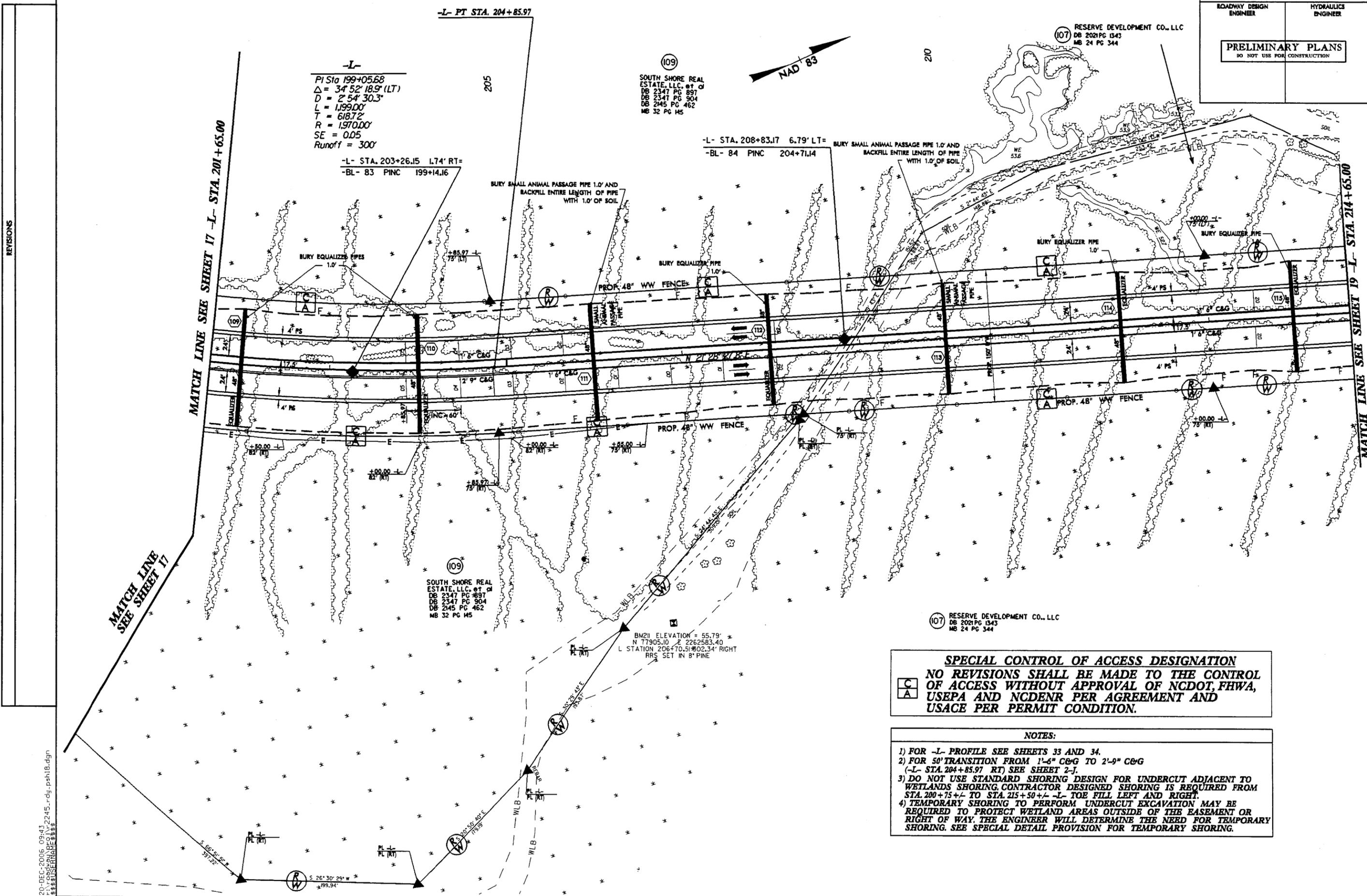
- NOTES:**
- 1) FOR -L- PROFILE SEE SHEET 33.
 - 2) FOR -ACC3- PROFILE SEE SHEET 39.
 - 3) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.

4) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING. CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 200+75+/- TO STA. 215+50+/- -L- TOE FILL LEFT AND RIGHT.

5) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE EASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

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PROJECT REFERENCE NO. R-2245	SHEET NO. 18
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



-L-
 PI Sta 199+05.68
 $\Delta = 34^{\circ} 52' 18.9''$ (LT)
 $D = 2^{\circ} 54' 30.3''$
 $L = 1,199.00'$
 $T = 618.72'$
 $R = 1,970.00'$
 $SE = 0.05$
 Runoff = 300'

-L- STA. 203+26.15 1.74' RT=
 -BL- 83 PINC 199+14.16

-L- STA. 208+83.17 6.79' LT=
 -BL- 84 PINC 204+71.14

SPECIAL CONTROL OF ACCESS DESIGNATION
 NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

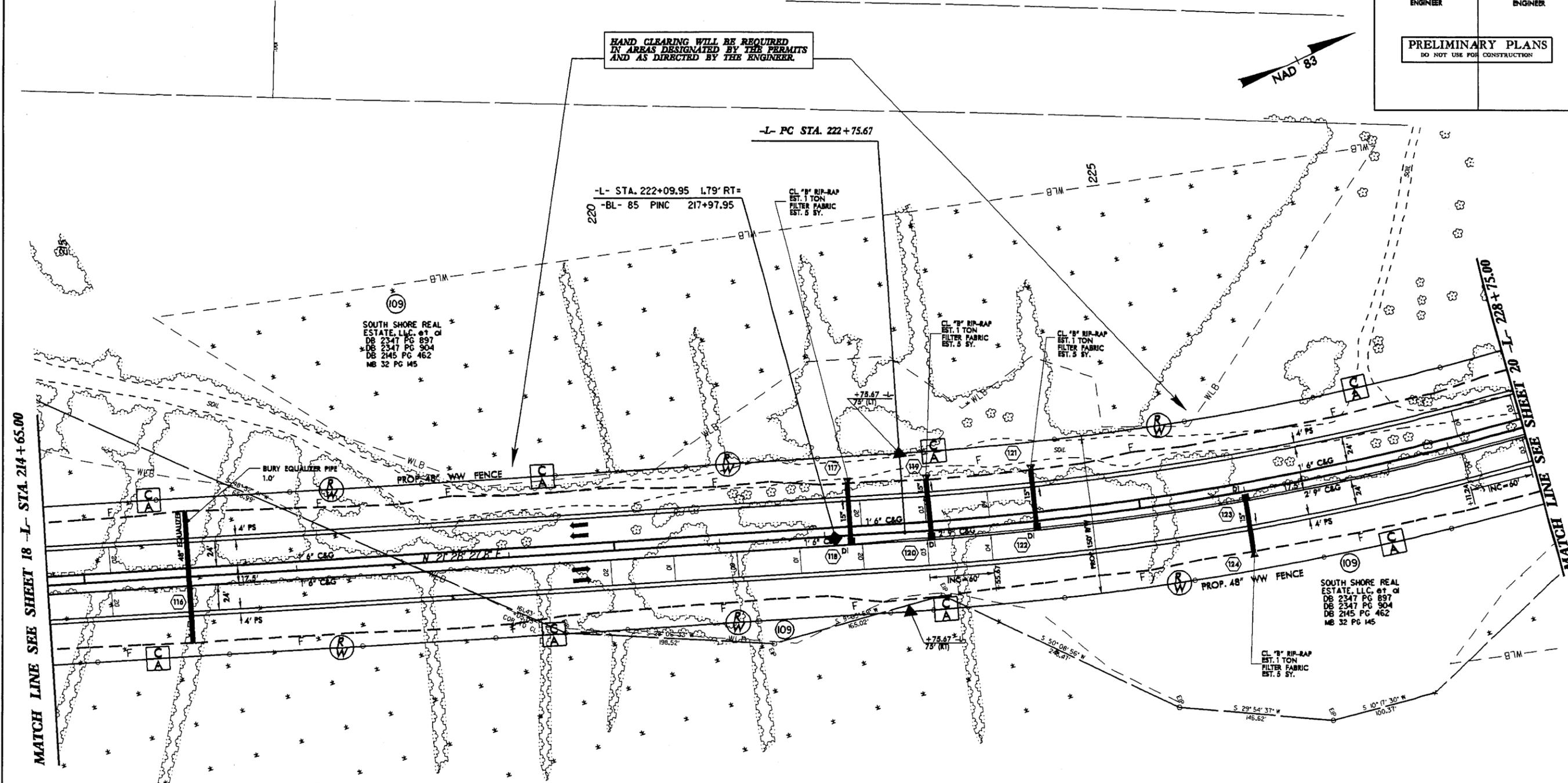
- NOTES:**
- 1) FOR -L- PROFILE SEE SHEETS 33 AND 34.
 - 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 204+85.97 RT) SEE SHEET 2-J.
 - 3) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING. CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 200+75+/- TO STA. 215+50+/- -L- TOE FILL LEFT AND RIGHT.
 - 4) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE EASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

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PROJECT REFERENCE NO. R-2245	SHEET NO. 19
MW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

HAND CLEARING WILL BE REQUIRED IN AREAS DESIGNATED BY THE PERMITS AND AS DIRECTED BY THE ENGINEER.



MATCH LINE SEE SHEET 18 -L- STA. 214 + 65.00

MATCH LINE SEE SHEET 20 -L- STA. 228 + 75.00

REVISIONS

(107) RESERVE DEVELOPMENT CO., LLC
DB 2021PG 1343
MB 24 PG 344

-L-
PI Sta 225+84.62
 $\Delta = 12' 09" 43.1" (LT)$
 $D = 1' 58" 32.6"$
 $L = 615.57'$
 $T = 308.95'$
 $R = 2,900.00'$
 $SE = 0.04$
Runoff = 240

SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

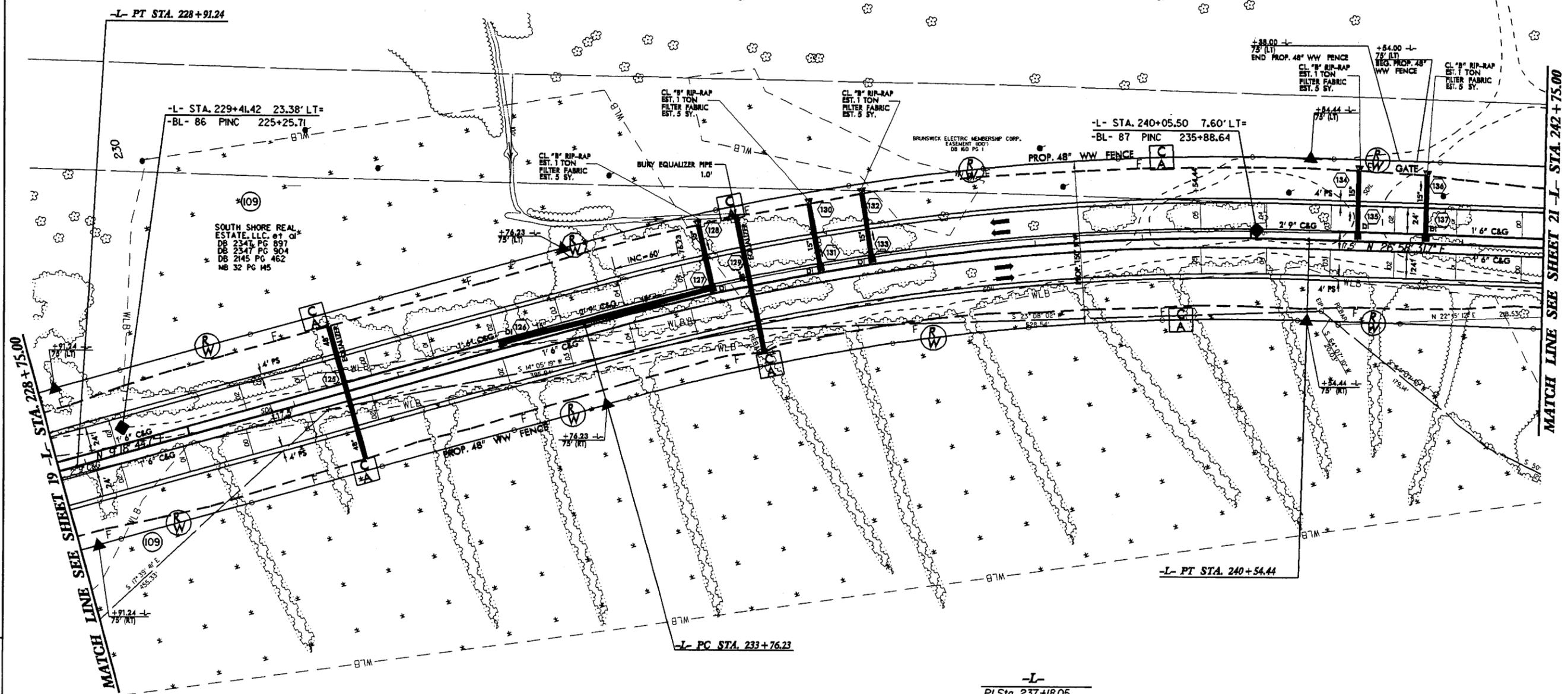
- NOTES:**
- 1) FOR -L- PROFILE SEE SHEET 34.
 - 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 222+75.67 RT) SEE SHEET 2-J.
 - 3) DO NOT USE STANDARD SHORING DESIGN FOR UNDERCUT ADJACENT TO WETLANDS SHORING. CONTRACTOR DESIGNED SHORING IS REQUIRED FROM STA. 200+75+/- TO STA. 215+50+/- -L- TOE FILL LEFT AND RIGHT.
 - 4) TEMPORARY SHORING TO PERFORM UNDERCUT EXCAVATION MAY BE REQUIRED TO PROTECT WETLAND AREAS OUTSIDE OF THE BASEMENT OR RIGHT OF WAY. THE ENGINEER WILL DETERMINE THE NEED FOR TEMPORARY SHORING. SEE SPECIAL DETAIL PROVISION FOR TEMPORARY SHORING.

PROJECT REFERENCE NO.	SHEET NO.
R-2245	20
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS	
DO NOT USE FOR CONSTRUCTION	

-L-
 PI Sta 225+84.62
 $\Delta = 12^{\circ} 09' 43" (LT)$
 $D = 158' 32.6"$
 $L = 615.57'$
 $T = 308.95'$
 $R = 2,900.00'$
 $S.E. = 0.04$

BM212 ELEVATION = 55.52'
 N 80.407.77 E 2262706.47
 L STATION 231+37.05 391.22' LEFT
 RRS SET IN 10' PINE

(109)
 SOUTH SHORE REAL ESTATE, LLC, et al
 DB 2347 PG 897
 DB 2347 PG 904
 DB 2145 PG 462
 MB 32 PG 145



REVISIONS

MATCH LINE SEE SHEET 21 -L- STA. 242+75.00

MATCH LINE SEE SHEET 19 -L- STA. 228+75.00

(107) RESERVE DEVELOPMENT CO., LLC
 DB 2021 PG 1543
 MB 24 PG 344

-L-
 PI Sta 237+18.05
 $\Delta = 17^{\circ} 39' 46.9" (RT)$
 $D = 2' 36' 15.7"$
 $L = 678.21'$
 $T = 341.82'$
 $R = 2,200.00'$
 $SE = 0.05$
 Runoff = 300'

SPECIAL CONTROL OF ACCESS DESIGNATION

NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USAGE PER PERMIT CONDITION.

NOTES:

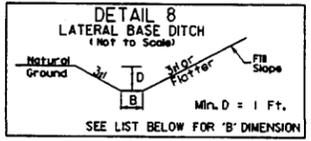
- 1) FOR -L- PROFILE SEE SHEETS 34 AND 35.
- 2) FOR 50' TRANSITION FROM 1'-6" C&G TO 2'-9" C&G (-L- STA. 228+91.24 RT, -L- STA. 233+76.23 LT) SEE SHEET 2-J.

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SPECIAL CONTROL OF ACCESS DESIGNATION
NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA, USEPA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITION.

C
A

PROJECT REFERENCE NO. R-2245	SHEET NO. 21
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

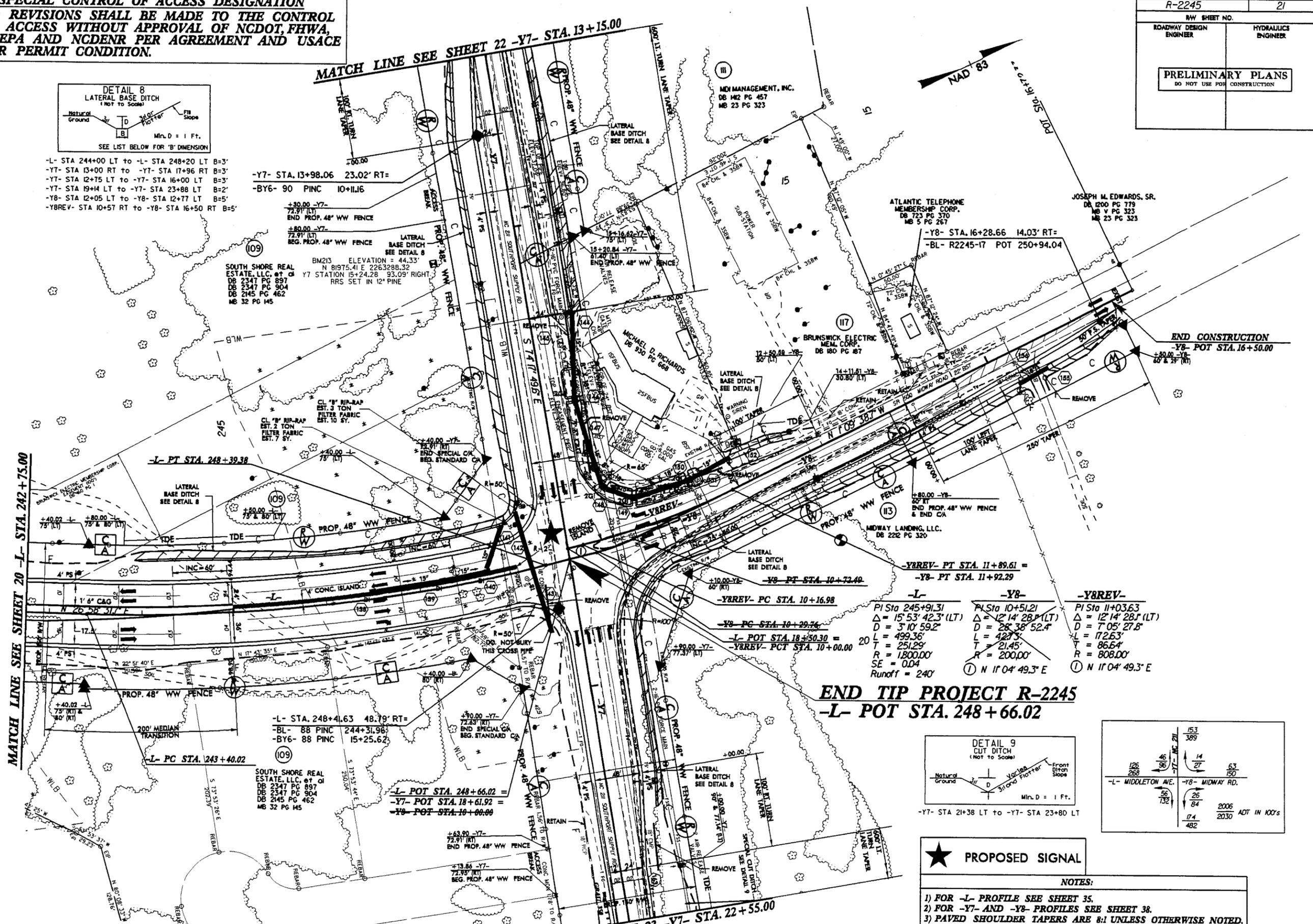


SEE LIST BELOW FOR 'B' DIMENSION
 -L- STA 244+00 LT to -L- STA 248+20 LT B=3'
 -Y7- STA 13+00 RT to -Y7- STA 17+96 RT B=3'
 -Y7- STA 12+75 LT to -Y7- STA 16+00 LT B=3'
 -Y7- STA 19+14 LT to -Y7- STA 23+88 LT B=2'
 -Y8- STA 12+05 LT to -Y8- STA 12+77 LT B=5'
 -Y8REV- STA 10+57 RT to -Y8- STA 16+50 RT B=5'

MATCH LINE SEE SHEET 20 -L- STA. 242+75.00

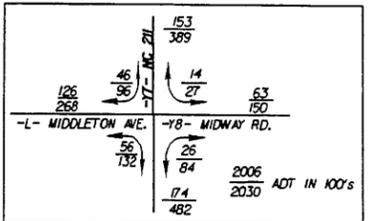
MATCH LINE SEE SHEET 22 -Y7- STA. 13+15.00

MATCH LINE SEE SHEET 23 -Y7- STA. 22+55.00



END TIP PROJECT R-2245
-L- POT STA. 248+66.02

-L-	-Y8-	-Y8REV-
PI Sta 245+91.31	PI Sta 10+51.21	PI Sta 11+03.63
$\Delta = 15'53'' 42.3'' (LT)$	$\Delta = 12'14'' 28.1'' (LT)$	$\Delta = 12'14'' 28.1'' (LT)$
$D = 3'10'' 59.2''$	$D = 26'38'' 52.4''$	$D = 7'05'' 27.8''$
$L = 499.36'$	$L = 427.3'$	$L = 172.63'$
$T = 251.29'$	$T = 86.64'$	$T = 86.64'$
$R = 1800.00'$	$R = 200.00'$	$R = 808.00'$
$SE = 0.04$	$\textcircled{1} N 11'04'' 49.3'' E$	$\textcircled{1} N 11'04'' 49.3'' E$
Runoff = 240'		



★ PROPOSED SIGNAL

- NOTES:**
- 1) FOR -L- PROFILE SEE SHEET 35.
 - 2) FOR -Y7- AND -Y8- PROFILES SEE SHEET 38.
 - 3) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - 4) FOR -Y7- TEMPORARY WIDENING FOR STAGED CONSTRUCTION, SEE SHEET 2-F AND TRAFFIC CONTROL PLANS.

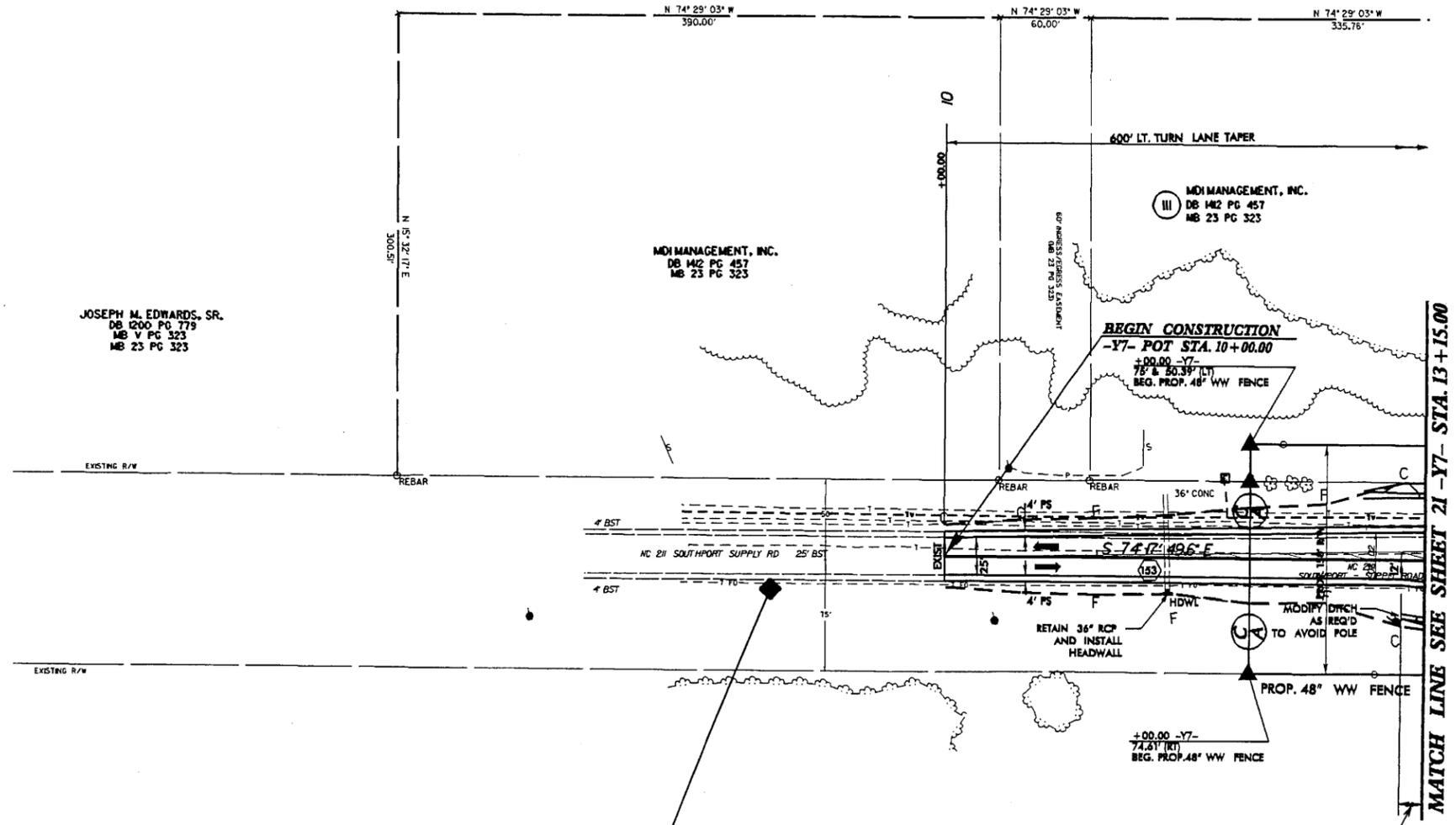
REVISIONS

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REVISIONS

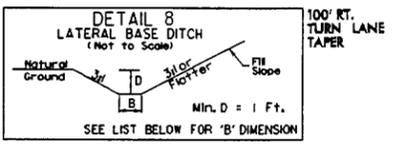
PROJECT REFERENCE NO. <i>R-2245</i>	SHEET NO. <i>22</i>
RAW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



MATCH LINE SEE SHEET 21 -Y7- STA. 13+15.00

-Y8- STA. 12+62.37 950.46' LT=
-BY6- 89 POT 5+00.00

(109)
SOUTH SHORE REAL ESTATE, LLC, et al
DB 2347 PG 887
DB 2347 PG 904
DB 2145 PG 462
MB 32 PG 145



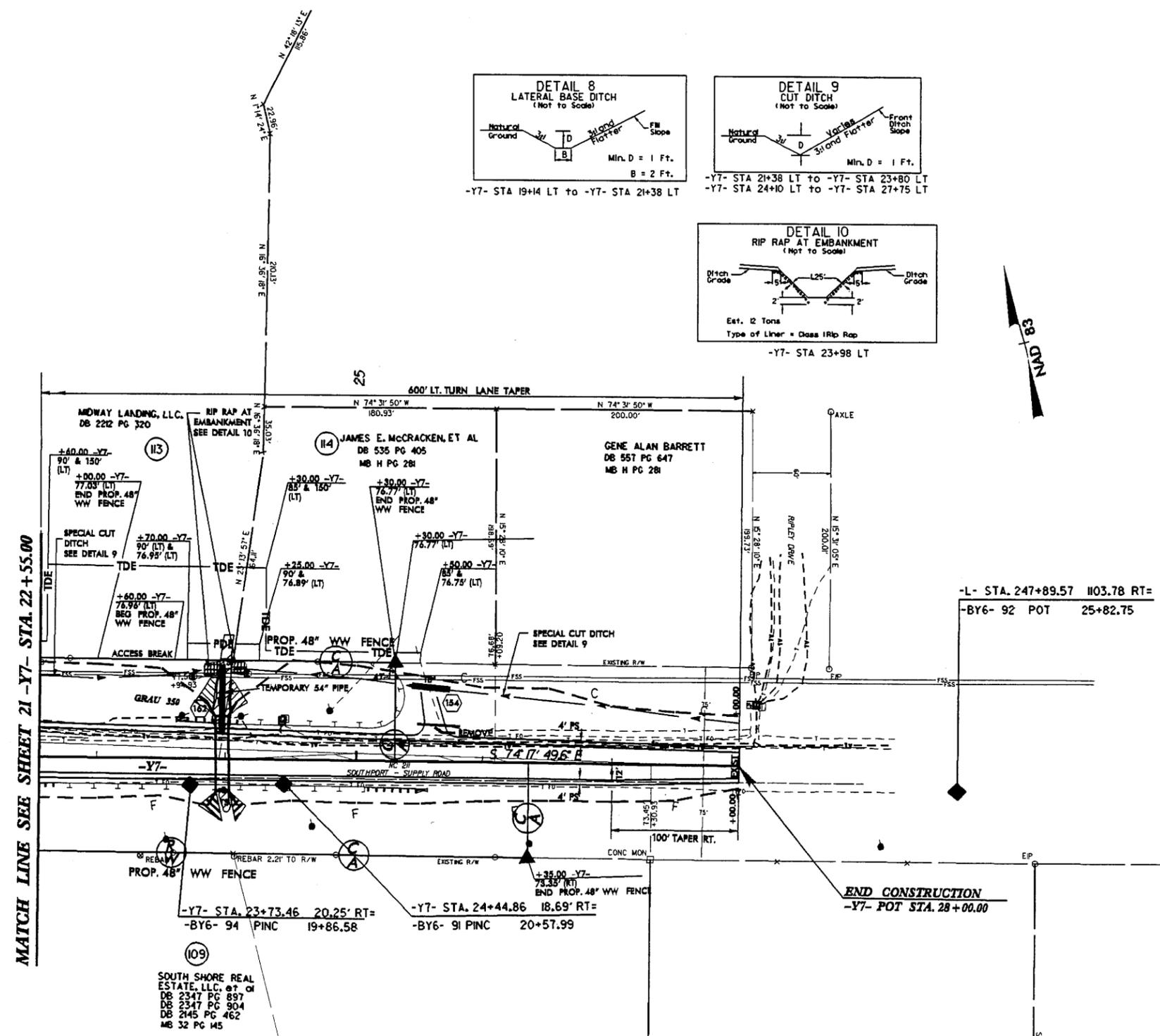
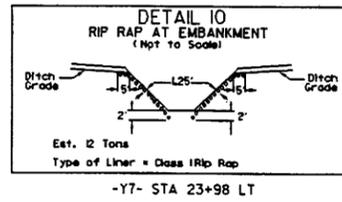
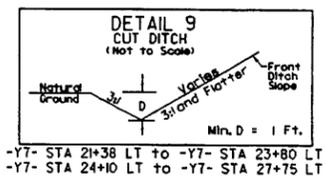
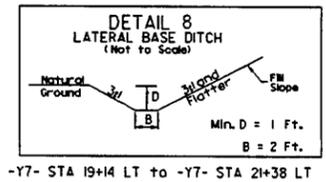
- Y7- STA 13+00 RT to -Y7- STA 17+96 RT B=3'
- Y7- STA 12+75 LT to -Y7- STA 16+00 LT B=3'
- Y7- STA 19+14 LT to -Y7- STA 23+88 LT B=2'

NOTES:
1) FOR -Y7- PROFILE SEE SHEET 38.

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8/17/99

PROJECT REFERENCE NO. R-2245	SHEET NO. 23
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	



REVISIONS

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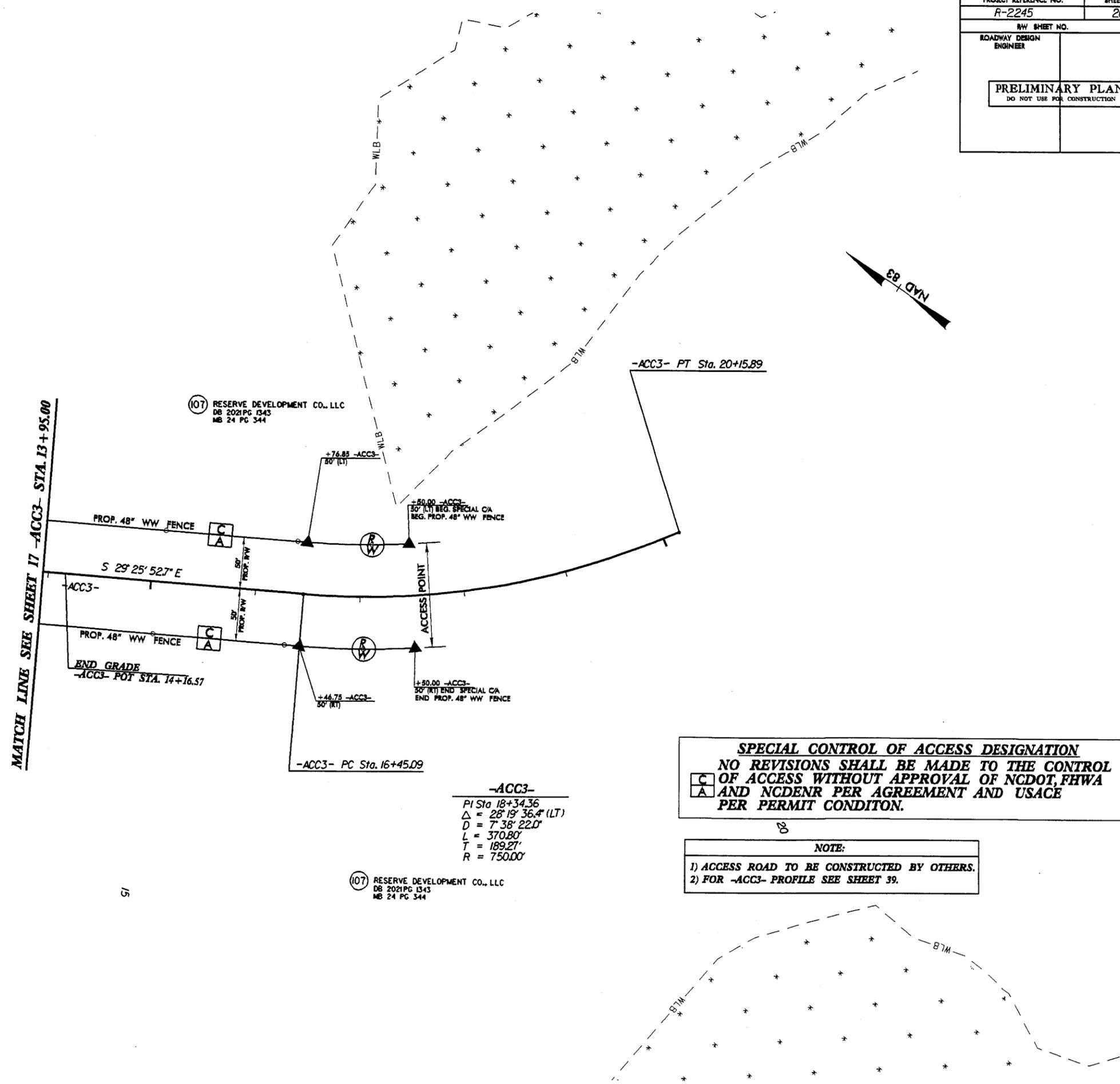
- NOTES:
- 1) FOR -Y7- PROFILE SEE SHEET 38.
 - 2) PAVED SHOULDER TAPERS ARE 8:1 UNLESS OTHERWISE NOTED.
 - 3) FOR -Y7- TEMPORARY WIDENING FOR STAGED CONSTRUCTION, SEE SHEET 2-F AND TRAFFIC CONTROL PLANS.
 - 4) FOR CULVERT PLANS SEE SHEETS C-1 THROUGH C-4.
 - 5) USE ALTERNATIVE SPACING FOR GUARDRAIL INSTALLATION OVER CULVERT

PROJECT REFERENCE NO. R-2245	SHEET NO. 26
RW SHEET NO.	
ROADWAY DESIGN ENGINEER	
PRELIMINARY PLANS DO NOT USE FOR CONSTRUCTION	

8/17/99

REVISIONS

MATCH LINE SEE SHEET 17 - ACC3 - STA. 13+95.00



(107) RESERVE DEVELOPMENT CO., LLC
 DB 2021 PG 1343
 MB 24 PG 344

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 DB 2021 PG 1343
 MB 24 PG 344

SPECIAL CONTROL OF ACCESS DESIGNATION
 NO REVISIONS SHALL BE MADE TO THE CONTROL OF ACCESS WITHOUT APPROVAL OF NCDOT, FHWA AND NCDENR PER AGREEMENT AND USACE PER PERMIT CONDITON.

NOTE:
 1) ACCESS ROAD TO BE CONSTRUCTED BY OTHERS.
 2) FOR -ACC3- PROFILE SEE SHEET 39.

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