

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

AMOUNT

\$ 108,880.00

POLICY No.

W980377

Lawyers Title Insurance Corporation, a stock corporation, herein called the Company, for a valuable consideration

HEREBY INSURES

THE UNITED STATES OF AMERICA

hereinafter called the Insured, against loss or damage not exceeding ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED EIGHTY and no/100---

Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedules A and B and to the General Exceptions and to the Conditions and Stipulations hereof annexed; all as of the 3rd day of May 1974, the effective date of this policy.

No. 8

IN WITNESS WHEREOF, the Company has caused this Policy to be signed and sealed, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

Issued at Raleigh, North Carolina



ATTEST:

George V. Scott
President

J. Bragg Payne
Secretary

COUNTERSIGNED:

LAWYERS TITLE OF NORTH CAROLINA, INC.
BY: Charles B. Davis, III
Authorized Officer or Agent
Charles B. Davis, III, Vice President

Lawyer's Title Insurance Corporation

Home Office - Raleigh, N.C.

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is:

Fee simple

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

The United States of America by Deed from Cyrus C. Aydlett and wife Augusta W. Aydlett, dated May 3, 1974, filed for record May 3, 1974, recorded at 3:15 P.M. in Book 352, page 133 of the Pasquotank County Registry, North Carolina.

3. The land referred to in this policy is situated in the County of Pasquotank State of North Carolina, and is described as follows:

Being that certain tract of land located in Pasquotank County, State of North Carolina, BEGINNING at a property corner which is located approximately 650 feet North along State Road 1169, River Road, from the intersection of State Road 1169 and North Carolina Highway 168. From this corner, N927,599.623; E 2,825,558.673; being the Southwest edge of 60 foot right of way of River Road where it is intersected at centerline of ditch which is the North-western boundary of Louise T. Hatfield Property; thence along said ditch S 89 deg. 27 min. 32 sec. W., a distance of 600.831 feet to a corner, (N 927,593.950; E 2,824,869) at the Northern edge of 100 foot right of way of Weeksville Road, North Carolina Highway 168; thence along the Northern edge of right of way of Weeksville Road, N. 49 deg. 50 min. 26 sec. W., a distance of 1811.890 to a corner (N 928,762.468; E 2,823,573.126) at intersection of centerline of ditch which is the Southern boundary of Glenn Bright property; thence S. 89 deg. 01 min. 27 sec. E., a distance of 1873.164 feet to a corner (N 928,730.568; E 2,825,446.018) at the Western edge of 60 foot right of way of State Road 1169, River Road; thence along the Western edge of right of way of State Road 1169 S. 05 deg. 41 min. 19 sec. E., a distance of 1136.542 feet to center of ditch and to point or place of BEGINNING.

The above described tract contains 32.420 acres, more or less, and is shown on the plat designated "Louise T. Hatfield, Pasquotank County, North Carolina, part of the Pendleton Tract, (dated) October 30, 1963, by S. Elmo Williams, Registered Surveyor", said plat on page 349, Book 257, Register of Deeds Office, Elizabeth City, North Carolina.

The coordinates and bearings referred to in the above description are for the N. C. State Coordinates System as established by the Division of Geodetic Survey, N. C. Department of Natural and Economic Resources.

Grantors convey all their right, title and interest in and to any alleys, streets, ways, strips, or gores abutting or adjoining the land herein described.

Lawyers Title Insurance Corporation
Home Office - Richmond, Virginia

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

GENERAL EXCEPTIONS

GOVERNMENTAL POWERS

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:
(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation; (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.

MATTERS NOT OF RECORD

2. The following matters which are not of record at the date of this policy are not insured against:
(a) rights or claims of parties in possession not shown of record; (b) questions of survey; (c) easements, claims of easement or mechanics' liens where no notice thereof appears of record; and (d) conveyances, agreements, defects, liens or encumbrances, if any, where no notice thereof appears of record; provided, however, the provisions of this subparagraph 2(d) shall not apply if title to said estate or interest is vested in the United States of America on the date hereof.

MATTERS SUBSEQUENT TO DATE OF POLICY

3. This policy does not insure against loss or damage by reason of defects, liens or encumbrances created subsequent to the date hereof.

REFUSAL TO PURCHASE

4. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

SPECIAL EXCEPTIONS

1. Current and delinquent taxes and assessments as follows:
(a) Taxes for the year 1974 and subsequent years. (1974 taxes not yet due and payable.)
2. Easement to The Norfolk and Carolina Telephone & Telegraph Company recorded in Book 132, page 145 of the Pasquotank County Registry, North Carolina. For the terms and conditions of this easement see rider attached hereto and made a part of this policy.

RIDER ATTACHED TO AND MADE A PART OF LAWYERS TITLE INSURANCE CORPORATION'S POLICY NO. W 980377.

The terms and conditions of Easement to The Norfolk & Carolina Telephone and Telegraph Company recorded in Book 132, page 145 are as follows:

"THAT WHEREAS, the Telephone Company proposes to erect a telephone line along the public highway hereafter described, and Whereas, the Telephone Company desires to secure a right of way for its telephone lines, over, upon and across the lands of the Property owners abutting said road.

NOW, in consideration of the payment by the Telephone Company, the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, the said property owners do hereby give, grant and convey unto the Telephone Company, its successors and assigns, the right, privilege and authority to place, construct, operate and perpetually maintain the lines, poles, cross arms, anchors, brace poles, guy wires and other appliances, over, across, and upon any and all lands whether one or more tracts, owned by the property owners in Pasquotank County, along river shore road leading from Thompson's corner towards Pasquotank river on the left hand side of said road, a distance of one-half mile, more or less.

Said property owners also give, grant and convey to the Telephone Company, its successors and assigns, the right, privilege and authority to enter upon said lands at any and all times for the purpose of constructing, operating and maintaining the said Telephone lines and clearances, and to cut down or trim any trees along said lines necessary to keep the wires clear by at least 36 inches.

Said Telephone Company agrees to relocate on said lands, the lines, poles and fixtures to conform to future building requirements on said land, without expense to said property owners, and the Telephone Company, further agrees not to interfere in any way with the conduct of the business of the property owners, other than is necessary to exercise the rights, privileges, and authority granted to it hereby."

CONDITIONS AND STIPULATIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 90 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party to such action or proceeding be neither served with summons therein nor have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within 90 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This Company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the Company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 90 days after said party has notice of such loss or damage and no right of action shall accrue under this policy until 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

All payments of loss under this policy shall reduce the amount of this policy pro tanto.

AMENDMENT OF POLICY

7. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

NOTICES, WHERE SENT

8. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 3800 Cutshaw Ave., Richmond, Va. 23230.

RIDER ATTACHED TO AND MADE A PART OF LAWYERS' TITLE INSURANCE CORPORATION'S POLICY NO. W 980377.

The terms and conditions of Easement to The Norfolk & Carolina Telephone and Telegraph Company recorded in Book 132, page 145 are as follows:

"THAT WHEREAS, the Telephone Company proposes to erect a telephone line along the public highway hereafter described, and Whereas, the Telephone Company desires to secure a right of way for its telephone lines, over, upon and across the lands of the Property owners abutting said road.

NOW, in consideration of the payment by the Telephone Company, the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, the said property owners do hereby give, grant and convey unto the Telephone Company, its successors and assigns, the right, privilege and authority to place, construct, operate and perpetually maintain the lines, poles, cross arms, anchors, brace poles, guy wires and other appliances, over, across, and upon any and all lands whether one or more tracts, owned by the property owners in Pasquotank County, along river shore road leading from Thompson's corner towards Pasquotank on the left hand side of said road, a distance of one-half mile, or less.

Said property owners also give, grant and convey to the Telephone Company, its successors and assigns, the right, privilege and authority to enter upon said lands at any and all times for the purpose of constructing, operating and maintaining the said Telephone lines and appliances, and to cut down or trim any trees along said lines necessary to keep the wires clear by at least 36 inches.

Said Telephone Company agrees to relocate on said lands, the lines, poles and fixtures to conform to future building requirements on said land, without expense to said property owners, and the Telephone Company, further agrees not to interfere in any way with the conduct of the business of the property owners, other than is necessary to exercise the rights, privileges, and authority granted to it hereby."

CITY

REQUEST FOR WRITTEN CONFIRMATION FOR OUTSTANDING CITY ASSESSMENTS

Current Owner: US Coast Guard Housing

Parcel No.: P123-18

File/Tkt No.: _____

Address: 1870 Weeksville Road

Township: Monroeville City/Town: _____

County: Madison

Assessment Year: 144

We are the attorneys for _____ and as such have authority to make this request.

Horntal, Riley, Ellis & Maland, L.L.P.

By: Nancy Spivey (Agent)

Pursuant to your request, I furnish you information on any outstanding City Assessments requested on the above-described property, effective through the month of _____, 2015.

certified by the County not the City to avoid duplication.

YEAR	NAME	TOTAL DUE
2015	USA US Coast Guard Housing	0
2014		
2013		
2012		
2011		
2010		
2009		
2008		
2007		
2006		
2005		

Total assessments due (for above listed years, plus all penalties, interest and costs thereon)

\$ 0

This the 21st day of September, 2015.

Neronic Brown

CITY

**REQUEST FOR WRITTEN CONFIRMATION FOR REAL AND PERSONAL TAXES OWING
PURSUANT
TO N.C.G.S. § 105-361**

Current Owner: US Coast Guard Housing
 Parcel/Pin No.: P123-18 8922489241
 Property Address: 1870 Weeksville Road County: Yasq
 Township: Nixonton City/Town: _____ Tax Rate: .760
 Assessed Value of Land for Current Year:\$ _____) 5,021,900
 Assessed Value of Buildings for Current Year:\$ _____)
 Assessed Value of Personal Property for Current Year:\$ _____
 Were real and personal property taxes listed by listing deadline? Yes ___ No ___
 Personal property listed:

BILL#-22379 TAXES DUE SEPTEMBER 1ST 2015 ACCOUNT#- 22922
 PASQUOTANK COUNTY TAX NOTICE
 TAX RATE PER \$100.00 VALUE COUNTY CITY
 TOWNSHIP- NIXONTON INSIDE .760 .640
 DESC. P123-18 1870 WEEKSVILLE RD
 REAL ESTATE
 STORM WATER FEE

TOTAL TAXES DUE 2,744.28
 U S COAST GUARD BASE 2,744.28 pd 7/22/15
 ATTN: TARA CANNY
 1664 WEEKSVILLE RD BLD 35
 ELIZABETH CITY NC 27909

CHECK WITH THE CITY OF ELIZABETH
 CITY TO ASSURE THIS PROPERTY DOES
 NOT HAVE SPECIAL ASSESSMENTS PENDING.

<u>2008</u>	_____	\$	_____
<u>2007</u>	_____	\$	_____
<u>2006</u>	_____	\$	_____
<u>2005</u>	_____	\$	_____

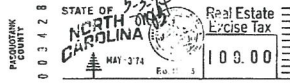
Total due for above listed years, plus all penalties, interest and costs thereon:\$ _____

This 21 day of September, 2015.

Jorin Fint, Jgg
 Tax Collector/Clerk

CHECK WITH THE CITY OF ELIZABETH
 CITY TO ASSURE THIS PROPERTY DOES
 NOT HAVE SPECIAL ASSESSMENTS PENDING.

NORTH CAROLINA }
PASQUOTANK COUNTY }



THIS DEED, made this the 3rd day of May, 1974, by and between CYRUS C. AYDLETT and wife, AUGUSTA W. AYDLETT, Grantors to **THE UNITED STATES OF AMERICA**, Grantee;

W I T N E S S E T H :

THAT IN CONSIDERATION of the sum of ONE HUNDRED EIGHT THOUSAND EIGHT HUNDRED EIGHTY AND NO/100 (\$108,880.00) DOLLARS and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby sell and convey to the Grantee, its successors and assigns, a certain tract or parcel of land situate in Nixonton Township, Pasquotank County, North Carolina and more particularly described as follows:

Being that certain tract of land, located in Pasquotank County, State of North Carolina, beginning at a property corner which is located approximately 650 feet North along State Road 1169, River Road, from the intersection of State Road 1169 and North Carolina Highway 168. From this corner, (N 92°, 59' 62.3; E 2, 825, 558.673) being the Southwest edge of 60 foot right-of-way of River Road where it is intersected at centerline of ditch which is the Northwestern boundary of Louise T. Hatfield Property; thence along said ditch S. 89° 27' 32" W., a distance of 600.831 feet to a corner, (N 92°, 59' 950; E 2, 824, 957.869) at the Northern edge of 100 foot right-of-way of Weeksville Road, North Carolina Highway 168; thence along the Northern edge of right-of-way of Weeksville Road, N. 49° 50' 26" W., a distance of 1811.890 to a corner (N 92°, 762.468; E 2, 823, 573.126) at intersection of centerline of ditch which is the Southern boundary of Glenn Bright Property; thence S. 89° 01' 27" E., a distance of 1873.164 feet to a corner (N 92°, 730.568; E 2, 825, 446.018) at the Western edge of 60 foot right-of-way of State Road 1169, River Road; thence along the Western edge of right-of-way of State Road 1169 S. 05° 41' 19" E., a distance of 1136.542 feet to center of ditch and to point or place of beginning.

The above described tract contains **32.420 acres**, more or less, and is shown on the plat designated "Louise T. Hatfield, Pasquotank County, North Carolina, part

of the Pendleton Tract, Scale: 1 inch equals 300 feet, October 30, 1963, by S. Elmo Williams, Registered Surveyor," said plat on Page 349, Book 257, Register of Deeds Office, Elizabeth City, North Carolina

The coordinates and bearings referred to in the above description are for the N. C. State Coordinates System as established by the Division of Geodetic Survey, N. C. Department of Natural and Economic Resources.

Grantors convey all their right, title and interest in and to any alleys, streets, ways, strips, or gores abutting or adjoining the land herein described.

TO HAVE AND TO HOLD, the aforesaid land, together with all privileges and appurtenances thereto belonging unto the Grantee, its successors and assigns, in fee simple forever.

The Grantors, on behalf of themselves, their heirs and personal representatives, covenant to and with the Grantee, its successors and assigns, that they are seized of said lands in fee and have the right and power to so convey same in fee simple; that said lands are free and clear of all encumbrances and that they will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Cyrus C. Aydlett (SEAL)
CYRUS C. AYDLETT
Augusta W. Aydlett (SEAL)
AUGUSTA W. AYDLETT

STATE OF NORTH CAROLINA
COUNTY OF Pasquotank

I, the undersigned Notary Public, do hereby certify that Cyrus C. Aydlett and wife, Augusta W. Aydlett, personally appeared before me this day and acknowledged the due execution of the foregoing deed for the purposes therein expressed.

WITNESS my hand and notarial seal this 3rd day of May,

1974:



Robert S. ...
Notary Public
My Commission expires March 24, 1976

NORTH CAROLINA
PASQUOTANK COUNTY

The foregoing or annexed certificate of Dianne H. Wells,
a Notary Public of the County of Pasquotank, State of North
Carolina, is certified to be correct.

This the 3rd day of May, 1974.

C. L. Spencer
Register of Deeds
By Chas. W. Sawyer
Deputy

Filed for registration on the 3rd day of May, 1974, at
3:51 P.M. and registered on the 3rd day of May, 1974, at
3:51 P.M.
REGISTER OF DEEDS
BY: Chas. W. Sawyer
DEPUTY REGISTER OF DEEDS