



# 79+/- ACRE FARM TRACT IN WASHINGTON, COUNTY NORTH CAROLINA

# NOVEMBER 1<sup>ST</sup>, 2023 2:00PM



## **ONLINE ONLY AUCTION**

FINAL CONTRACT TO INCLUDE A 10% BUYER'S PREMIUM



#### Introduction

Dear Prospective Bidders,

Seize the unique opportunity to acquire a substantial 79-acre farm situated in the picturesque environs of Washington County, North Carolina! This exceptional property located just 9 miles south of Plymouth, North Carolina, assures easy access with its prominent road frontage on NC Hwy 32. The farm is a harmonious blend of arable cropland and woodland, with 39.01 acres of tillable land characterized by fertile soil types, conducive to abundant crop yields and versatile agricultural pursuits. This parcel is more than just a tract of land; it epitomizes a strategic real estate investment opportunity in a region distinguished by its highly productive crop yields. Embrace this unparalleled prospect to secure a sought-after piece of eastern North Carolina farmland and envision a prosperous future filled with bountiful yields and an enriched living experience within the tranquil beauty of Washington County

Bidding for this property will open on October 18<sup>th</sup>, 2023, at 10:00 am and continue to November 1<sup>st</sup>, 2023. Bidding will begin closing at 2:00 pm subject to auto extensions. All bidding for this property will be conducted on the Wiregrass Auction Group online bidding platform at <a href="www.WiregrassAuctionGroup.com">www.WiregrassAuctionGroup.com</a>. Prior to placing any bids, please read this Property Information Package along with the Bidding Terms and Conditions, and the Sample Purchase contract. All documents can be found online under the "Documents" tab.

This Auction is conducted in cooperation with Michael L. Rogers, Michael Rogers Auctioneers, Inc. North Carolina Auction Firm License #7360, North Carolina Real Estate Firm License #C17957. Please do not hesitate to contact us if you have any questions about the property, the auction process, or if you would like to schedule a private showing of the property.

Sincerely, Sincerely,

Wiregrass Auction Group, Inc. Michael Rogers Auctioneers, Inc.

Mark L Manley CAI, AARE, MPPA Michael L Rogers CAI

President President





**Auction Date and Time:** Wednesday, November 1<sup>st</sup> at 2:00 PM

**Open House Dates and Times:** Drive by Viewing Anytime

For More Information Contact: Mark L Manley CAI, AARE, MPPA

Wiregrass Auction Group, Inc.

(229) 890 – 2437 – Office

(229) 891 - 1377 - Cell

Mark@BidWiregrass.com

Michael L. Rogers

Michael Rogers Auctioneers, Inc.

(919) 545 – 0412 – Office

(919) 548 – 4912 – Cell

Michael @ Rogers Auction.com

This Auction is Conducted in Cooperation with:

Michael L. Rogers

Michael Rogers Auctioneers, Inc. NC Auction Firm License #7360 NC RE Firm License #C17957



## **Property Information**

Property Addresses: Off Hwy 32, Plymouth, North Carolina

Auction Date: Wednesday, November 1, 2023

Property Size: 79 +/- Acres

**Washington County Pin Number:** 6773.00-00-6670

**Assessor's Parcel Numbers:** Washington County Parcel Number 7452

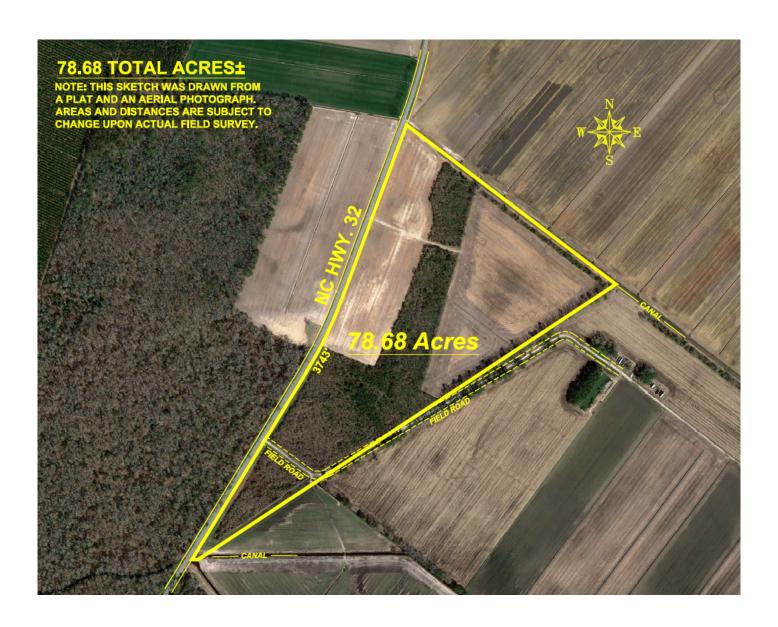
Property Taxes: 2023 Real Estate Taxes \$884.42

## **Important Selling Features:**

- Highway Frontage on NC Hwy 32
- 39.01 Acres of Cropland
- Productive Soil Types



## **Aerial Map**





## **Legal Description**

Tract Three: Being 81.26 acres designated as Tract One (1) on Plat Dated January 21, 1980, of record in Plat Cabinet One, Slides 18, 19, 20, and 21, Washington County Registry, and as conveyed by deed dated March 6, 1992 of record in Book 333, Page 383, Washington County Registry. This being the same property described as Tract Three in that certain deed to Grantor of record in Book 475, Page 455, Washington County Registry, to which reference is herein made (PIN# 6773.00-00-6670)



## **Tax Card**

| MAP 61-26,27      |        | VO       | 0  | WALKER, DAVID            | CODDICT        |           |           |          | BLDG          |               | CL        |                     | PPO         | PERTY CLASS  | 20               | PARCEL#       |
|-------------------|--------|----------|----|--------------------------|----------------|-----------|-----------|----------|---------------|---------------|-----------|---------------------|-------------|--------------|------------------|---------------|
| TWP/RURAL#        | 1-1561 | DIST     | 0  | 32 WHITE POST I          |                |           |           |          | AREA          |               | BP        |                     |             | CONSTRUCTI   |                  | 7452          |
| ACCOUNT#          | 53422  | Dist     |    | PINETOWN, NC 27          |                |           |           |          | PER           |               | CF        |                     |             | 6773.00-0    |                  | 7432          |
| ACCOUNT #         | 33422  |          |    | FIRETONN, NC 2           | 7603           |           |           |          | WR            |               | SV        |                     | - 1         | RING CODE    | 0-0070           |               |
| PROPERTY LOCATION |        |          |    |                          |                |           |           |          | ****          |               | 34        |                     |             |              | 001C ROUTE 005   |               |
| NC HWY 32         |        |          |    |                          |                |           | OWNE      | R        |               | COMPUTE       | R CONTRO  | L FIELDS            |             | WASHINGTON   |                  |               |
| Bldg. and Use     |        |          |    |                          |                |           |           | Sty.     | Princi        | ipal Building |           |                     | Sq Ft Area  | Pric         |                  | chedule Value |
|                   |        |          |    |                          |                |           | -         |          |               | ,             |           |                     |             |              |                  |               |
| Story Height      |        |          |    |                          |                |           | _         |          | Addit         | ion Building  | С         | ode                 |             |              |                  |               |
| ,                 |        |          |    |                          |                |           | _         |          |               |               |           |                     |             |              |                  |               |
| Design/Style      |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              |                  |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              |                  |               |
| Fd. or Bsmt.      |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              |                  |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              |                  |               |
| Exterior Wall     |        |          |    |                          |                |           | _         |          |               |               |           |                     |             |              |                  |               |
|                   |        |          |    |                          |                |           | _         |          |               |               |           |                     |             |              |                  |               |
| Common Wall       |        |          |    |                          |                |           | Li        | isted    | V GP          | /CP           |           |                     | COST/M/     | ARKET/INCOME | E/CORRELATIVES   |               |
|                   |        |          |    |                          |                |           |           | late     |               | /2020         | Grade     |                     |             |              | Repl. Val.       |               |
| Roof Type         |        |          |    |                          |                |           |           | leviewed |               |               | Norm Co   |                     |             |              | Cost Conv.       |               |
|                   |        |          |    |                          |                |           |           |          | 09/0          |               | Mkt. Cor. |                     |             |              | Repl. Val.       |               |
| Rf./Flr. Syst.    |        |          |    |                          |                |           | R         | leval Ye | ar 2021       | 400500        | Accr. Cor | nd.<br>ITROL INFORM | MITION      |              | Appr. Val.       | PECTUS        |
|                   |        |          |    |                          |                |           | 9         | ale Prio | ۰             | ASSESS        | Date Date | I ROL INFORM        | MATION      |              | Year Built       | PEC103        |
| Int. Floor Finish |        |          |    |                          |                |           |           |          | ~<br>ate 02/1 | 1/2022        | No.       | 539-5               | 05 T        |              | Additions        |               |
| Int. Wall Finish  |        |          |    |                          |                |           |           | ction    |               | e Transfe     |           |                     |             |              | Modernized       |               |
| int. Wall Finish  |        |          |    |                          |                |           |           | ommen    |               |               | ,         |                     |             |              | Effective Year   |               |
|                   |        |          |    |                          |                |           | _         |          | 5; 53         | 9-505         |           |                     |             |              | No. of Units     |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | No. of Rooms     |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Utilities        |               |
| Heating System    |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Street           |               |
| rieding System    |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Topography       | Good          |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Income           |               |
| Air Cond. System  |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Rate             |               |
| ra cona cystem    |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Indicated Value  |               |
| Bth. Rm. Fixtures |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | Land Value       |               |
|                   |        |          |    |                          |                |           | _         |          |               |               |           |                     |             |              | Bldg Residual    |               |
| Bit-Ins/Other     |        |          |    |                          |                |           | _         |          |               | 5             | DETACHE   |                     |             |              | & MISC. ITEMS    |               |
|                   |        |          |    |                          | PRI            | OR VALUES |           | ode      | _             | Description   | +         | Size                | Repl. Value | D            | epreciation      | Appr. Value   |
|                   |        |          |    |                          | LAND           | 10        | 5710      |          |               |               |           |                     |             |              |                  |               |
|                   |        |          |    |                          | BUILDING       |           | 0         |          |               |               |           |                     |             |              |                  |               |
|                   |        |          |    |                          | OUTBLDG        |           | 0         |          |               |               |           |                     |             |              |                  |               |
| Add/Deduct Total  |        |          |    |                          | TOTAL          | 10        | 5710      |          |               |               |           |                     |             |              |                  |               |
| LAND SCHED        |        | Frontage |    | vg. Depth   Depth Factor |                | -         |           |          |               |               | 10.0      |                     |             | 1            |                  |               |
| CLASS             | ZONE   | Frontage |    | Classification           | Acres or Units | Rate      | Sched. Va | alue (   | Cond. %       | Infl. %       | Mkt Cor % | Land Valu           | e Ma        | rket Value   | Item<br>HOMESITE | Use Value     |
|                   |        |          |    | OMESITE<br>LEARED        | 46.128         |           |           |          |               |               |           |                     |             | 94690        | CLEARED          | 49360         |
|                   |        |          |    | ILEARED<br>IOODED        | 32.872         |           |           |          |               |               |           |                     |             |              | WOODED           |               |
|                   |        |          | W  | CODED                    | 32.872         |           |           |          |               |               |           |                     |             | 11020        | BUILDING         | 5120          |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | OUTBLDG          |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | TOB. ALLOTMENT   |               |
|                   |        |          |    |                          |                |           |           |          |               |               |           |                     |             |              | PEA. ALLOTMENT   |               |
| TOTAL LAND V      | ALUE   |          | -+ |                          | 79.000         |           |           | +        |               |               |           |                     | _           | 105710       | TOTALS           | E4400         |
| TOTAL DAND V      | ALUE   |          |    |                          | 79.000         |           |           |          |               |               |           |                     |             | 105710       | TOTALS           | 54480         |



## Tax Map

## David Forrest Walker 79 Acres



9/6/2023, 9:31:53 PM

**Parcels** Centerlines

washington\_nc\_anno100 washington\_nc\_anno200 washington\_nc\_anno400

0.05 0.1 0.2 mi 0.4 km Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

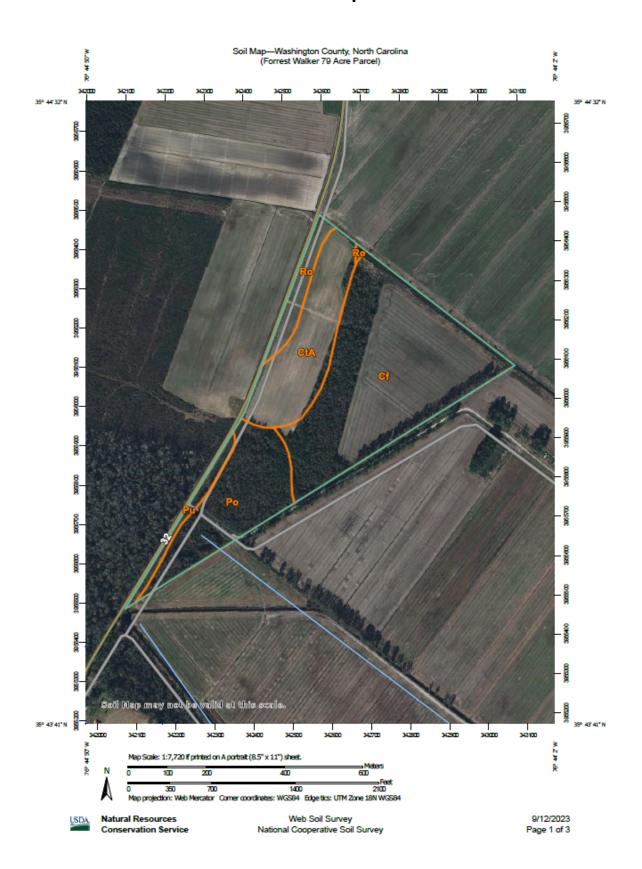


## 2023 Tax Bill

| ACCT # / BILL # 53422 / 1954                           | TAX YEAR<br>2023      | BILL DATE 07/01/23   |              | DATE [             | DELINQUENT DATE 01/06/24 |
|--|-----------------------|----------------------|--------------|--------------------|--------------------------|
| PROPERTY LOCATION                                      |                       | PARCEL# / A          | ACRES/LOT    | S                  | PIN #                    |
| NC HWY 32  |                       | 7452 /               | 79.000A      | 6773               | .00-00-6670              |
| REAL VALUE PERSONAL VALU                               | E EXC                 | LUSION/EXEMPTION     | DEFE         | RMENT              | BILLED VALUE             |
| 105,710  |                       |                      | 51,          | , 230              | 54,480                   |
| DESCRIPTION  |                       | 7.77                 |              | TAX RATE           | TAX AMOUNT               |
| COUNTY TAXES WATERSHED 1972 REF TAX ALBEMARLE DRAINAGE |                       |                      |              | 0.00840<br>0.00010 | 457.63<br>5.45<br>421.34 |
| Discounted Amount If Paid by July 31, 20               | CARLES CO.            |                      |              |                    | 875.16                   |
| Discounted Amount If Paid by August 31, 20             |                       |                      |              |                    | 879.79                   |
| Taxes Due If Paid by September 30, 20                  |                       |                      |              |                    | 884.42                   |
| Detach and   | d Retain This Portion | on For Your Records  | y traile in  |                    |                          |
| PLEASE RETUR   | N THIS PORT           | ION WITH YOUR I      | PAYMEN       | Γ                  |                          |
| ACCT # 53422   | Til W                 | Discounted Amount I  | f Paid by Ju | uly 31, 2023       | 875.16                   |
| BILL # 1954  | Dis                   | scounted Amount If P | aid by Augu  | ıst 31, 2023       | 879.79                   |
| TAX YEAR 2023  | AT THE                | Taxes Due If Paid b  | y Septemb    | er 30, 2023        | 884.42                   |

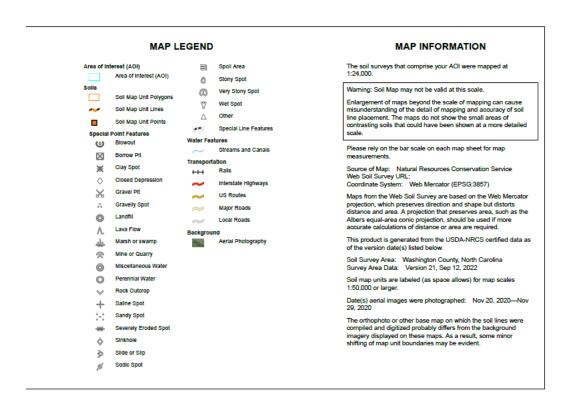


## **Soil Map**





## Soil Map-Page 2

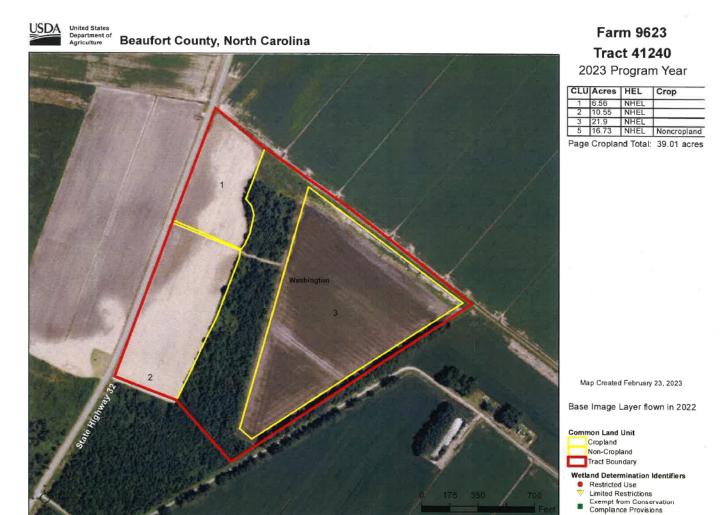


#### Map Unit Legend

| Map Unit Symbol             | Map Unit Name  | Acres in AOI | Percent of AOI |
|-----------------------------|--|--------------|----------------|
| Cf                          | Cape Fear loam, 0 to 2 percent<br>slopes, rarely flooded | 41.1         | 52.4%          |
| CtA                         | Conetoe loamy fine sand, 0 to<br>3 percent slopes        | 15.1         | 19.3%          |
| Po                          | Ponzer muck, 0 to 2 percent<br>slopes, rarely flooded    | 16.0         | 20.4%          |
| Pu                          | Pungo muck, 0 to 2 percent<br>slopes, rarely flooded     | 2.4          | 3.0%           |
| Ro                          | Roanoke loam   | 3.8          | 4.8%           |
| Totals for Area of Interest |  | 78.5         | 100.0%         |



## **Farm Service Agency Map**



USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS,



## Farm Service Agency 156-EZ

NORTH CAROLINA

Form: FSA-156EZ

BEAUFORT

USDA

United States Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 9623

Prepared: 9/14/23 12:56 PM CST

Crop Year: 2023

Tract Number : 41240

Description : WASHINGTON CO D7/C1

FSA Physical Location : NORTH CAROLINAWASHINGTON
ANSI Physical Location : NORTH CAROLINAWASHINGTON

BtA Unit Range Number :

HEL Status : NHEL: No agricultural commodity planted on undetermined fields

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners DAVID W WATERS B LLC

Other Producers : None Recon ID : None

| The state of          |                       |                        | Tract Land Data |      |      |                      |           |
|-----------------------|-----------------------|------------------------|-----------------|------|------|----------------------|-----------|
| Farm Land             | Cropland              | DCP Cropland           | WBP             | EWP  | WRP  | GRP                  | Sugarcane |
| 55.74                 | 39,01                 | 39.01                  | 0.00            | 0.00 | 0.00 | 0.00                 | 0.0       |
| State<br>Conservation | Other<br>Conservation | Effective DCP Cropland | Double Cropped  | CRP  | MPL  | DCP Ag. Rei Activity | SOD       |
| 0.00                  | 0.00                  | 39.01                  | 1.80            | 0.00 | 0.00 | 0.00                 | 0.00      |

|           | DCI        | P Crop Data                 |           |
|-----------|------------|-----------------------------|-----------|
| Crop Name | Base Acres | CCC-506 CRP Reduction Acres | PLC Yield |

Page: 2 of 4

NORTH CAROLINA

BEAUFORT

Form: FSA-156EZ

USDA

United States Department of Agriculture

Farm Service Agency

FARM: 9623

Prepared: 9/14/23 12:56 PM CST

Crop Year: 2023

Abbreviated 156 Farm Record

Tract 41240 Continued ...

| 20241    | 40.00 |      |     |
|----------|-------|------|-----|
| Soybeans | 18.88 | 0.00 | 29  |
| Com      | 20.87 | 0.00 | 101 |
| Wheat    | 0.64  | 0.00 | 41  |

TOTAL 40.39 0.00



#### **Power Line Easement**

BOOK 511 PAGE 712 (5)

Filed: 07/17/2017 12:29:03 PM
Timothy J. Esolen, Register of Deeds
Washington County, NC



#### Transmission Right of Way Agreement (NC) - (Page 1)

After Recording Return to: Dominion Energy Virginia Attn: Charlotte P. McAfee P.O. Box 26868 OJRP – 12<sup>th</sup> Floor Richmond, VA 23261 Tax Map No. 6763.00-80-8828 Tract # NC-WA-040.000

#### WITNESSETH:

That for the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt whereof is hereby acknowledged, GRANTOR grants and conveys unto COMPANY, the perpetual and exclusive rights, privileges and easements of right of way (collectively, the "Easement"), One Hundred (100) feet in width, to lay, construct, bury, operate and maintain one or more lines of poles, towers and structures, and one or more lines of cables and conduits, together with all wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances now or hereafter desirable in connection therewith (all of the aforesaid lines, poles, towers, structures, cables, conduits, wires, manholes, handholes, meters, attachments, equipment, accessories and appurtenances are hereinafter collectively called the "Facilities"), for the purposes of transmitting and/or distributing electric power and for communication purposes relating to the transmission and/or distribution of electricity. The Easement is located over, under, upon, above, in, through and across certain land of GRANTOR situated in, Plymouth Township, North Carolina, as more particularly described in the instrument recorded in Deed Book 475 Page 452, Washington County Registry and as shown on Plat No(s) 41, made by Bowman Consulting Group dated 03-02-2017, and entitled 'Plat to accompany agreement with DAVID W. WATERS (A), LLC, a copy of which is attached hereto and by this reference made a part hereof (collectively, the "Plat"), and to which Plat reference is hereby made for a more particular description of the Easement. The area encumbered by the Easement shall hereinafter be called the "Easement Area." COMPANY shall have the right to assign, transfer, apportion or divide, without limitation, all or any parts of the rights, privileges or easements granted to COMPANY in this Agreement.

This document prepared by: Virginia Electric and Power Company – Pantego to Trowbridge Transmission

(Page 1 of 4 Pages) COR0559 Form No. 730528A1(JUN 09)



BK 511 PG 713 DOC#310634



Transmission Right of Way Agreement (NC) - (Page 2)

The Facilities now or hereafter installed shall remain the property of COMPANY. COMPANY shall have the rights to inspect, rebuild, remove, repair, maintain, improve, alter, modify, replace and relocate the Facilities or any part thereof within the Easement Area, and make such changes, replacements, alterations, substitutions, additions to or extensions of the Facilities within the Easement Area as COMPANY may from time to time deem advisable, in its sole and absolute discretion.

GRANTOR may use the Easement Area for any purpose which is not inconsistent with the rights granted to COMPANY herein, provided that no improvements of any kind (including, but not limited to, water, sewer, telephone, electric, gas, cable or other utilities or communications facilities or equipment) may hereafter be constructed, placed or installed by GRANTOR or permitted by GRANTOR to be constructed, placed or installed on, over, under, through, across or in the Easement Area, without COMPANY's prior written consent thereto, which consent may be withheld in COMPANY's sole discretion if COMPANY reasonably determines that any such use may or could injure, interfere with or endanger the construction, installation, operation, maintenance or repair of any Facilities, interfere with the exercise by COMPANY of any rights, privileges or easements granted to COMPANY in this Agreement or violate any health or safety standard, rule or regulation now or hereafter in effect.

COMPANY shall at all times have the right, without any additional payment and without any liability to GRANTOR or any third party, to keep the Easement Area clear of (a) all buildings, improvements and structures (except agricultural fences), and (b) all trees, limbs, shrubs, landscaping, vegetation and crops (subject to payment for such crops as set forth below) and all stumps, roots and undergrowth; and COMPANY shall have the further right to trim, fell, cut or remove any tree, limb, shrub, landscaping, vegetation and crops which is located outside the Easement Area which, in the sole opinion of COMPANY, may endanger the safe or proper operation of the Facilities, or which in falling or being felled, cut or removed could come within ten (10) feet of any of the Facilities. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth removed, cut or felled by COMPANY may be disposed of by COMPANY within four (4) months after they are removed or felled. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or uprooted by COMPANY and not disposed of by COMPANY within four (4) months after they are cut or uprooted shall be the property of GRANTOR. All trees, limbs, shrubs, landscaping, vegetation, crops, stumps, roots and undergrowth cut or felled by COMPANY (whether within or outside of the Easement Area)and not removed by COMPANY may be placed in piles within the Easement Area by COMPANY, subject to applicable regulatory requirements, where they will not block streams or drainage ditches. Notwithstanding any provision in this paragraph to the contrary, all trees felled or cut by COMPANY outside the Easement Area one year or more after COMPANY initially cuts trees outside the Easement Area shall remain the property of GRANTOR. Under no circumstances shall COMPANY be obligated to pay or provide additional compensation of any kind to GRANTOR for any trees felled or cut by COMPANY within or outside the Easement Area in the exercise by Company of its rights under this paragraph. COMPANY shall have the right, but not the obligation, to plant trees, shrubs and other vegetation within the Easement Area at public road crossings.

For the purposes of constructing, inspecting, maintaining or operating the Facilities within the Easement Area or on GRANTOR's property or properties adjacent to GRANTOR's property, COMPANY shall have the right of ingress and egress on, over, through, across and upon the property of GRANTOR adjacent to the Easement Area. COMPANY shall have the further right of ingress to and egress from the rights of way, private roads, driveways and parking areas which may now or hereafter exist on the property of GRANTOR. All rights of ingress and egress shall be exercised in such manner as shall cause the least practicable damage and inconvenience to GRANTOR.

This document prepared by: Virginia Electric and Power Company Pantego to Trowbridge Transmission Line (Page 2 of 4 Pages) COR0559 Form No. 73062841(JUN 09)





#### Transmission Right of Way Agreement (NC) - (Page 3)

COMPANY shall repair damage to agricultural fences located inside or outside the Easement Area and to roads and other improvements located inside the Easement Area with COMPANY's prior written approval and shall pay GRANTOR reasonable costs for any damage to crops located inside or outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage to the aforesaid fences, roads and other improvements and crops and the agreed upon amounts due to GRANTOR for damaged crops, within sixty (60) days after any such damage occurs. Additionally, COMPANY shall repair damage to roads and other improvements located outside the Easement Area, when such damage results directly and solely from COMPANY's exercise of the rights herein granted, provided GRANTOR gives written notice to COMPANY of such damage within sixty (60) days after such damage occurs. GRANTOR and COMPANY understand, acknowledge and agree that trees, limbs, shrubs, landscaping, vegetation, stumps, roots or undergrowth shall not constitute crops for which GRANTOR may be entitled to compensation pursuant to this paragraph.

The cash consideration hereinabove mentioned is paid by COMPANY and accepted by GRANTOR as full and total payment for the Easement, for all trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions and all other rights, privileges and easements granted herein and that, except as otherwise provided in this Agreement, GRANTOR shall not be entitled to additional consideration for any trees, limbs, undergrowth, roots, stumps, shrubs, landscaping, vegetation, crops or other obstructions within or outside the Easement Area; provided, however, that GRANTOR shall be entitled to payment for crops damaged by COMPANY in exercising the rights herein after the completion of initial construction of COMPANY's facilities in the Easement Area.

GRANTOR covenants that it has the right to convey the Easement and all other rights, privileges and easements conveyed herein, that title is marketable and free of all encumbrances, that COMPANY shall have quiet and peaceable possession, use and enjoyment thereof, that Grantor will warrant and defend the title against lawful claims of all persons whomsoever, and that GRANTOR shall execute such further assurances thereof as may be required by COMPANY.

TO HAVE AND TO HOLD said rights, privileges, and easements unto COMPANY, its successors and assigns, upon the terms and condition set forth herein. This Agreement shall run with GRANTOR's above-described land and inure to the benefit of and be binding upon COMPANY, GRANTOR, and their respective successors and assigns.



BK 511 PG 715 DOC#310634



Transmission Right of Way Agreement (NC) - (Page 4)

IN WITNESS WHEREOF, this Easement has been executed under seal by Grantor, as of the date first above written.

> GRANTOR: DAVID W. WATERS (A), LLC, a North Carolina limited liability company

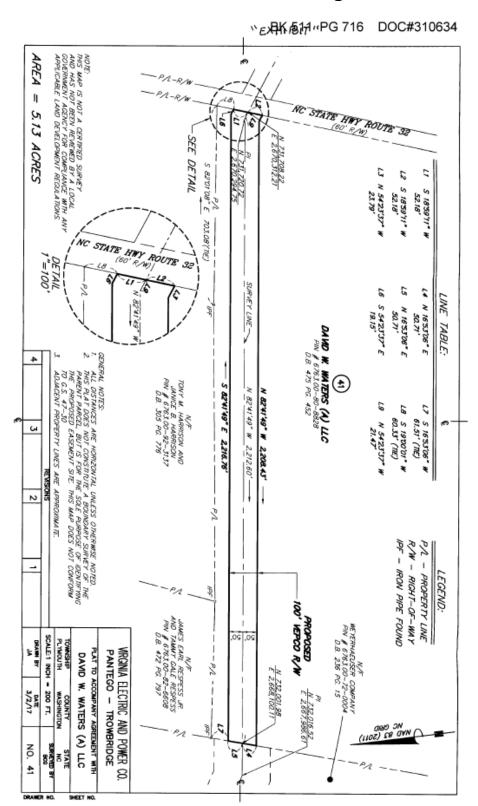
Print Name: Lloyd N. Waters

Title: Manager

My commission expires: 2-9-2018

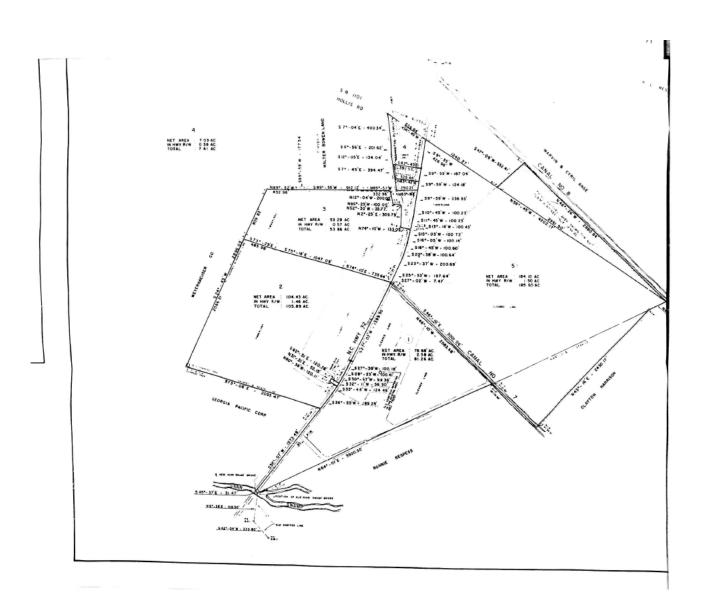
This document prepared by: Virginia Electric and Power Company Pantego to Trowbridge Transmission Line (Page 4 of 4 Pages) COR0559 Form No. 730628A1(JUN 09)







## Plat





## Go Bid Now!



www.Wiregrass AuctionGroup.com