

BOOK 1420 PAGE 787

FILED  
JUDY J. TART  
REGISTER OF DEEDS

2002 DEC 30 PM 4:30

PITT COUNTY, N.C.

Prepared By: *W.H. Watson* W.H. Watson, Attorney at Law Post Office Drawer 99 Greenville, N.C. 27835-0099

NORTH CAROLINA

PITT COUNTY

THIS EASEMENT AND CONTRACT, made and entered into this the 19<sup>th</sup> day of November, 2002, by and between CURTIS L. MATTHEWS and wife, GLORIA JEAN C. MATTHEWS, of Pitt County, North Carolina, parties of the first part; and BELL ARTHUR WATER CORPORATION, a non-profit corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office in the County of Pitt and State of North Carolina, party of the second part;

**WITNESSETH:**

THAT WHEREAS, the parties of the first part are the developers of a subdivision by the name of CHINQUAPIN ROAD SUBDIVISION, SECTION TWO, located in Arthur Township, Pitt County, North Carolina, map of which is hereby attached and as more particularly described in Exhibit "A", hereto attached and made a part of this agreement; and

WHEREAS, that party of the second part, upon application by the parties of the first part, has agreed to furnish water service to said subdivision subject to the conditions hereinafter set forth; and

THAT WHEREAS, the said parties of the first part are desirous of conveying to the party of the second part a permanent and exclusive water line easement on the property and street(s) located in said subdivision and are desirous of reducing to writing an agreement between the parties hereto.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part have given, granted and convey unto the said party of the second part, its successors and assigns, perpetual right and exclusive easement to install and maintain an underground water line for the conveyance of water and all equipment necessary for the purpose of inspecting,

**BOOK 1420 PAGE 788**

maintaining, and repairing said water lines, with the perpetual right and easement of egress, ingress and regress over and upon those certain tracts or parcels of land lying and being in Pitt County, State of North Carolina, and more particularly described as follows:

See Exhibit "A" hereto attached for the description, incorporated herein, and all of which is hereby made.

TO HAVE AND TO HOLD said right and exclusive water line easement to it, the said party of the second part and its successors and assigns, in title, for the purpose of installing water lines, meters, pipes, valves and hydrants and other related equipment along said street(s) at such locations as are most practical and convenient to the said parties of the second part with full and exclusive rights and authority to go upon said lands whenever the same is reasonably necessary for the purpose of installing water taps, inspecting, maintaining and repairing said pipelines and water system with full privilege to remove the same if the same becomes necessary, it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by the parties of the first part in perpetuity, for the benefit of the party of the second part.

In addition to the granting of the easement as hereinabove set forth, the parties hereto mutually agree as follows:

- (1) That the party of the second part shall furnish to the parties of the first part adequate water facilities for such consumers and customers as may be owners of the lots shown on the map of CHINQUAPIN ROAD SUBDIVISION, SECTION TWO, as recorded in the Pitt County Registry, copy of which is attached hereto and made a part of this agreement, as well as any other potential consumers and customers of the party of the second part, on condition that said consumers and customers make application for membership and tapping onto the water system and paying to the party of the second part a necessary tapping fee under the approved methods of tapping and applying for water services and to pay at the approved rates as may be from time to time agreed upon the cost of such water furnished under the terms and conditions of the rules and regulations of the party of the second part.
- (2) It is agreed between the parties hereto that the subdivision known as CHINQUAPIN ROAD SUBDIVISION, SECTION TWO, upon installation of the water pipes and equipment necessary to do so, shall become a part of the overall water system of BELL ARTHUR WATER CORPORATION provided, however, the same shall be subject to the following conditions:
  - (a) That the parties of the first part shall pay to the party of the second part the complete cost of the installation and construction of the water lines, hydrants and labor in the installation of the water system in the subdivision, which sum shall be payable in advance prior to the installation, or shall, at the complete cost and expense of the parties of the first part, install and construct the water lines, hydrants, and other related equipment, including the expense of all labor in the subdivision in accordance with the plans and specifications approved by the engineer of the party of the second part or certified by a registered engineer as having

been completely installed according to the said plans and specifications and shall be paid by the parties of the first part, payable in advance.

- (b) That the installation of the said water lines, hydrants, and equipment must first receive full approval by the engineer of the party of the second part and shall be in accordance with the approved plans and specifications of the facilities similar to those now presently existing.
- (c) That the parties of the first part by the execution of this agreement and as a condition thereof do hereby convey all of their right, title, and interest in and to said extensions of the line or lines into said subdivision along said street(s) as hereinabove named as shown on the map hereto attached and made a part hereof, which includes all the exclusive water easement rights above referred to, all rights to all taps made on the line, exclusive rights to control and use said line as the property of the party of the second part, with full rights of ingress and egress thereto as well as the right to install water lines and taps to any customers of the party of the second part and that any rights to tapping fees or use of said water pipelines located on said street(s) hereinabove described and water easement rights shall be vested solely and exclusively in the party of the second part.
- (d) That the parties of the first part shall purchase one membership certificate in the party of the second part.
- (e) It is agreed between the parties hereto that the installation of said pipelines, in addition to the approval of the engineer, shall require approval of the North Carolina State Board of Health and meet all requirements under the law.
- (f) The party of the second part, upon receipt of the payment for the installation and other expenses thereof, shall install said water pipelines in such areas agreed between the parties hereto. It is agreed that no other party shall be granted a water line easement without written consent of the party of the second part.
- (g) It is understood and agreed between the parties hereto that none of the expenses incurred by the parties of the first part, including the payment in full of the installation of the water lines, and legal expenses incurred by the party of the second part, shall be refundable to the parties of the first part.
- (h) It is understood and agreed between the parties hereto that if the street(s) in the subdivision is/are not designed for acceptance by the North Carolina Department of Transportation, the party of the second part shall not be responsible for future relocation of mains due to roadway/ditch relocation. Such cost shall be borne by the parties of the first part and/or their heirs, successors or assigns.

BOOK 1420 PAGE 790

(i) The parties of the first part hereby grant to the party of the second part a twelve (12) month warranty to cover any defects developing from faulty materials or workmanship. The warranty shall cover damage caused to public and/or private property and shall begin at the date of acceptance by the party of the second part, and to that end do hereby agree to save harmless the party of the second part from any claim, loss or damage, including reasonable attorneys fees, by reason of any damage caused as herein provided.

(j) It is understood that the conveyance of water by the party of the second part into the subdivision or property above mentioned, prior to the total acceptance of the water mains, does not constitute an acceptance by the party of the second part, nor does it relieve the parties of the first part from completing their acceptance requirements.

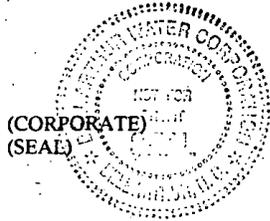
3. It is understood and agreed between the parties hereto that the parties of the first part, by separate instrument of even date herewith, shall execute and give to the party of the second part a hold-harmless agreement on the form furnished by the party of the second part, as a condition precedent and a prerequisite to the party of the second part agreeing to furnish the water and services to the above-described subdivision as hereinabove provided.

In the event that the parties of the first part by and through their Contractors shall pave over any waterlines installed in the above described street(s) of CHINQUAPIN ROAD SUBDIVISION, SECTION TWO, so as to require the Water Corporation to have to remove the pavement in order to service customers in said subdivision, the parties of the first part agree to reimburse the Water Corporation for any cost that it may incur in having to remove and replace the pavement, which was removed for any reason or in order to place a tap at any one lot located in said subdivision. Upon presentation of the bill for the cost of removal and replacement of the pavement to the parties of the first part within thirty (30) days thereafter, the parties of the first part, do hereby agree to reimburse and pay to the Water Corporation, the full cost of said removal and replacement; failure to pay said obligation shall entitle the Water Corporation to institute suit immediately to recover the amount involved for which the said parties of the first part shall be liable and to that end the said parties of the first part guarantee that payment of such cost.

IN WITNESS WHEREOF, the parties of the first part have hereby set their hands and seals, and the party of the second part has caused this instrument to be executed in its corporate name by its President, attested by its Secretary, and its Corporate Seal to be hereunto affixed, all by authority of the Board of Directors duly given, the day and year first above written.

By: Curtis L. Matthews (SEAL)  
CURTIS L. MATTHEWS,  
Owner of Chinquapin Road  
Road Subdivision, Section Two

By: Gloria Jean C. Matthews (SEAL)  
GLORIA JEAN C. MATTHEWS,  
Owner of Chinquapin Road  
Subdivision, Section Two



BELL ARTHUR WATER CORPORATION

By: Glenn Strickland  
GLENN STRICKLAND, President

Attest:

Gaston Monk  
GASTON MONK, Secretary

NORTH CAROLINA

PITT COUNTY

I, Gayle O. Brock, a Notary Public in and for said County and State,  
do hereby certify that CURTIS L. MATTHEWS, owner of Chinquapin Road Subdivision, Section  
Two, personally came before me this day and acknowledged the due execution of the foregoing  
instrument.

WITNESS my hand and Notarial Seal, this the 19th day of November, 2002.



Gayle O. Brock  
Notary Public

My Commission Expires:

NORTH CAROLINA

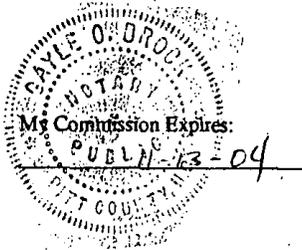
PITT COUNTY

I, Gayle O. Brock, a Notary Public in and for said County and State,  
do hereby certify that GLORIA JEAN C. MATTHEWS, owner of Chinquapin Road Subdivision,

BOOK 1420 PAGE 792

Section Two, personally came before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 19th day of November 2002.



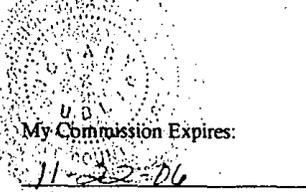
*Gayle O. Brock*  
Notary Public

NORTH CAROLINA

PITT COUNTY

I, *Janice J. Barrett* a Notary Public in and for said County and State, do hereby certify that GASTON MONK personally appeared before me this day and acknowledged that he is Secretary of BELL ARTHUR WATER CORPORATION, and that by authority duly given and as the act of the corporation the foregoing was signed in its name by its President, sealed with its Corporate Seal, and attested by GASTON MONK, its Secretary.

WITNESS my hand and Notarial Seal, this the 12th day of December 2002.



*Janice J. Barrett*  
Notary Public

NORTH CAROLINA: Pitt County

The foregoing certificate(s) of *Gayle O. Brock and Janice J. Barrett*

Notary(ies) Public is (are) certified to be correct. Filed for registration at 4:30 o'clock P M. this 30 day of December 20 02

JUDY J. TART, Register of Deeds

By *Judy J. Tart*  
Assistant/Deputy Register of Deeds


**Baldwin** and ASSOCIATES

ENGINEERING, SURVEYING &amp; PLANNING

EXHIBIT "A"

Michael W. Baldwin, PLS

J.S. Janowski, PE

**LEGAL DESCRIPTION OF EASEMENT TO BE CONVEYED TO  
 BELL ARTHUR WATER CORPORATION  
 CHINQUAPIN ROAD SUBDIVISION, SECTION TWO  
 ARTHUR TOWNSHIP, PITT COUNTY, NC  
 SEPTEMBER 10, 2002**

Beginning at a point on the southwestern right-of-way of NCSR 1200 (Stantonsburg Road) said point being located S 17°36'42" E 124.00', S 51°54'28" E 107.12' and S 53°33'54" E 166.04' from an existing P.K. nail in the centerline intersection of NCSR 1200 (Stantonsburg Road) and NCSR 1218 (Chinquapin Road). From the above described beginning, so located, running thence as follows:

With the southwestern right-of-way of NCSR 1200 (Stantonsburg Road) S 53°33'54" E 19.26' and S 65°35'06" E 41.03', thence leaving the southwestern right-of-way of NCSR 1200 (Stantonsburg Road) a curve an arc distance of 211.30' said curve being to the left having a radius of 200.00' and a chord bearing S 02°32'40" E 201.61' to the point of reverse curvature, thence with a curve an arc distance of 555.43', said curve being to the right having a radius of 260.00' and a chord bearing S 28°23'17" W 455.68' to the point of reverse curvature, thence with a curve an arc distance of 117.41' said curve being to the left having a radius of 310.00' and a chord bearing S 78°44'16" W 116.71' to the point of tangency, thence S 67°53'17" W 209.00' to the point of curvature, thence with a curve an arc distance of 459.62', said curve being to the right having a radius of 260.00' and a chord bearing N 61°28'09" W 402.07' to the point of tangency, thence N 10°49'36" W 585.93' to the point of curvature, thence with a curve an arc distance of 47.13', said curve being to the left having a radius of 30.00' and a chord bearing N 55°49'36" W 42.43' to a point on the southern right-of-way of Chinquapin Road, thence with the southern right-of-way of Chinquapin Road, N 79°10'24" E 120.00', thence leaving the southern right-of-way of Chinquapin Road a curve an arc distance of 47.13' said curve being to the left having a radius of 30.00' and a chord bearing S 34°10'24" W 42.43' to the point of tangency, thence S 10°49'36" E 585.93' to the point of curvature, thence with a curve an arc distance of 353.55', said curve being to the left having a radius of 200.00' and a chord bearing S 61°28'09" E 309.28' to the point of tangency, thence N 67°53'17" E 89.27' and N 60°20'42" E 69.40' to the point of curvature, thence with a curve an arc distance of 14.89', said curve being to the left having a radius of 30.00' and a chord bearing N 07°47'59" E 14.74' to the point of tangency, thence N 06°25'19" W 139.53' to the point of curvature, thence with a curve an arc distance of 219.58' said curve being to the right having a radius of 350.00' and a chord bearing N 11°33'02" E 215.99' to the point of reverse curvature, thence with a curve an arc distance of 35.09' said curve being to the left having a radius of 35.00' and a chord bearing N 00°48'18" E 33.63' to the point of reverse curvature, thence with a curve an arc distance of 240.11' said curve being to the right having a radius of 55.00' and a chord bearing S 82°50'40" E 90.03' to the point of reverse curvature, thence with a curve an arc distance of 246.22' said curve being to the left having a radius of 290.00' and a chord bearing

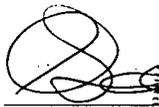
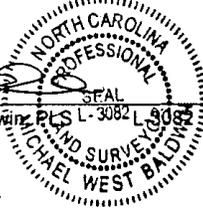
1015 Conference Drive □ Greenville, North Carolina 27858 □ 252-756-1390 □ Fax: 252-321-1412

Email: mbaldwin@greenvillenc.com

BOOK 1420 PAGE 794

Chinquapin Road  
Page 2

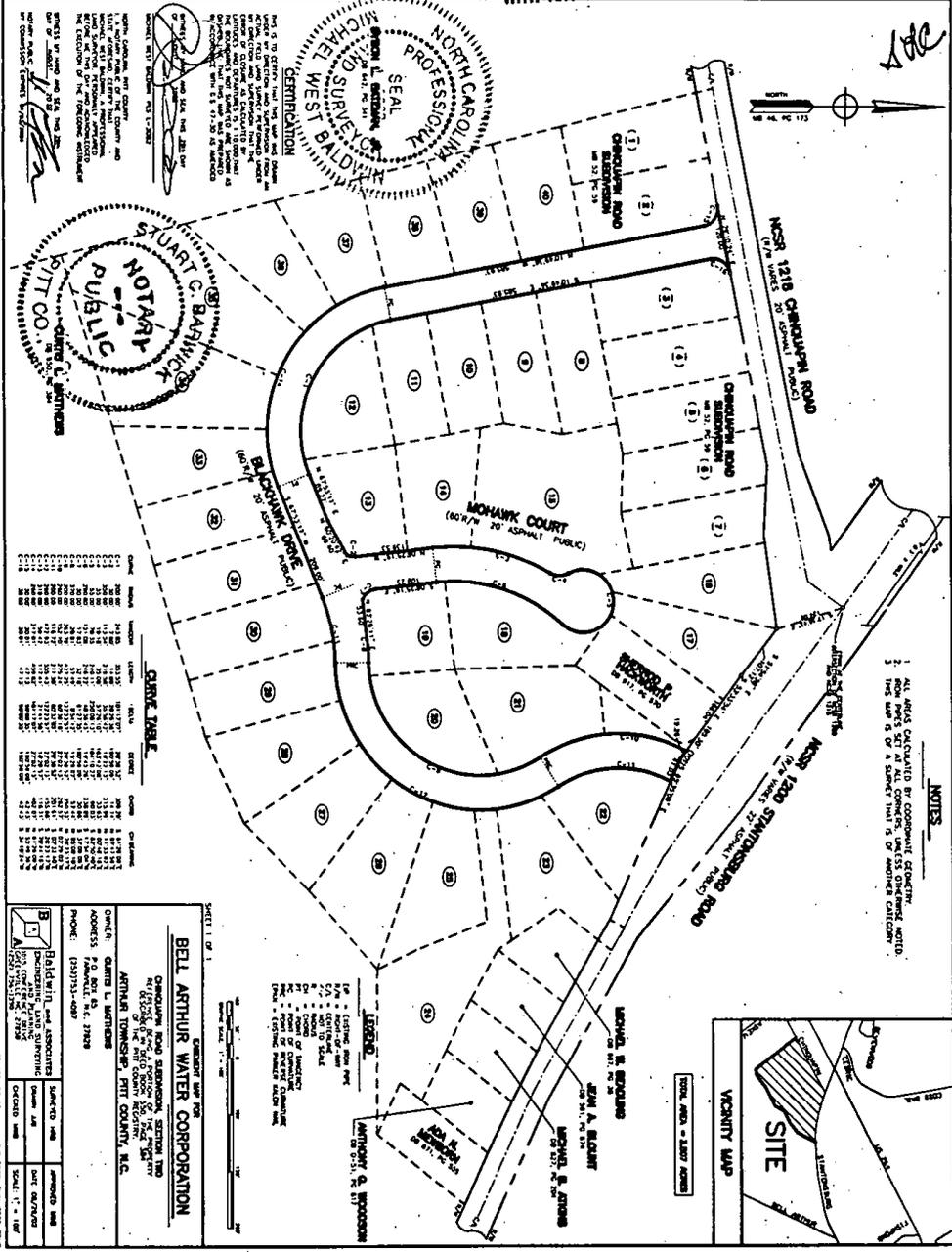
S 17°54'04" W 238.89' to the point of tangency, thence S 06°25'19" E 109.25' to the point of curvature, thence with a curve an arc distance of 32.18' said curve being to the left having a radius of 30.00' and a chord bearing S 37°09'06" E 30.66', thence N 83°28'11" E 53.60' to the point of curvature, thence with a curve an arc distance of 57.49' said curve being to the right having a radius of 370.00' and a chord bearing N 85°08'10" E 57.44' to the point of reverse curvature, thence with a curve an arc distance of 427.25' said curve being to left having a radius of 200.00' and a chord bearing N 28°23'17" E 350.52' to the point of reverse curvature, thence with a curve an arc distance of 275.24' said curve being to the right having a radius of 260.00' and a chord bearing N 02°29'02" W 262.57' to the point of beginning containing 3.507 acres.

  
Michael W. Baldwin  


10/16/02  
Date:

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

BOOK 1420 PAGE 795



**NOTES**

1. ALL AREAS CALCULATED BY COMPUTER SOFTWARE.
2. ALL LOTS SET AT ALL CORNERS, UNLESS OTHERWISE NOTED.
3. THIS MAP IS OF A SUBJECT THAT IS OF RECORD IN CHIEF.

**PROF. MICHAEL WEST**  
 NORTH CAROLINA  
 PROFESSIONAL  
 SURVEYOR  
 SEAL  
 BALDWIN COUNTY

**NOTARY PUBLIC**  
 STUART C. BARNICK  
 BALDWIN COUNTY, N.C.

**CHAK TABLE**

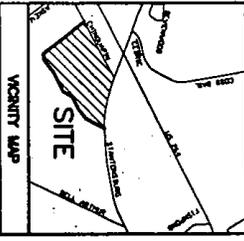
CHAK	AREA	PERCENT	AREA	PERCENT	AREA	PERCENT
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2	100.00	100.00	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00	100.00	100.00
31	100.00	100.00	100.00	100.00	100.00	100.00
32	100.00	100.00	100.00	100.00	100.00	100.00
33	100.00	100.00	100.00	100.00	100.00	100.00
34	100.00	100.00	100.00	100.00	100.00	100.00
35	100.00	100.00	100.00	100.00	100.00	100.00
36	100.00	100.00	100.00	100.00	100.00	100.00
37	100.00	100.00	100.00	100.00	100.00	100.00
38	100.00	100.00	100.00	100.00	100.00	100.00
39	100.00	100.00	100.00	100.00	100.00	100.00
40	100.00	100.00	100.00	100.00	100.00	100.00
41	100.00	100.00	100.00	100.00	100.00	100.00
42	100.00	100.00	100.00	100.00	100.00	100.00
43	100.00	100.00	100.00	100.00	100.00	100.00
44	100.00	100.00	100.00	100.00	100.00	100.00
45	100.00	100.00	100.00	100.00	100.00	100.00
46	100.00	100.00	100.00	100.00	100.00	100.00
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58	100.00	100.00	100.00	100.00	100.00	100.00
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62	100.00	100.00	100.00	100.00	100.00	100.00
63	100.00	100.00	100.00	100.00	100.00	100.00
64	100.00	100.00	100.00	100.00	100.00	100.00
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66	100.00	100.00	100.00	100.00	100.00	100.00
67	100.00	100.00	100.00	100.00	100.00	100.00
68	100.00	100.00	100.00	100.00	100.00	100.00
69	100.00	100.00	100.00	100.00	100.00	100.00
70	100.00	100.00	100.00	100.00	100.00	100.00
71	100.00	100.00	100.00	100.00	100.00	100.00
72	100.00	100.00	100.00	100.00	100.00	100.00
73	100.00	100.00	100.00	100.00	100.00	100.00
74	100.00	100.00	100.00	100.00	100.00	100.00
75	100.00	100.00	100.00	100.00	100.00	100.00
76	100.00	100.00	100.00	100.00	100.00	100.00
77	100.00	100.00	100.00	100.00	100.00	100.00
78	100.00	100.00	100.00	100.00	100.00	100.00
79	100.00	100.00	100.00	100.00	100.00	100.00
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81	100.00	100.00	100.00	100.00	100.00	100.00
82	100.00	100.00	100.00	100.00	100.00	100.00
83	100.00	100.00	100.00	100.00	100.00	100.00
84	100.00	100.00	100.00	100.00	100.00	100.00
85	100.00	100.00	100.00	100.00	100.00	100.00
86	100.00	100.00	100.00	100.00	100.00	100.00
87	100.00	100.00	100.00	100.00	100.00	100.00
88	100.00	100.00	100.00	100.00	100.00	100.00
89	100.00	100.00	100.00	100.00	100.00	100.00
90	100.00	100.00	100.00	100.00	100.00	100.00
91	100.00	100.00	100.00	100.00	100.00	100.00
92	100.00	100.00	100.00	100.00	100.00	100.00
93	100.00	100.00	100.00	100.00	100.00	100.00
94	100.00	100.00	100.00	100.00	100.00	100.00
95	100.00	100.00	100.00	100.00	100.00	100.00
96	100.00	100.00	100.00	100.00	100.00	100.00
97	100.00	100.00	100.00	100.00	100.00	100.00
98	100.00	100.00	100.00	100.00	100.00	100.00
99	100.00	100.00	100.00	100.00	100.00	100.00
100	100.00	100.00	100.00	100.00	100.00	100.00

**BELL ARTHUR WATER CORPORATION**  
 CHESAPEAKE ROAD SUBDIVISION, SECTION TWO  
 IN ACCORDANCE WITH THE PROVISIONS OF THE GENERAL STATUTES  
 OF THE STATE OF NORTH CAROLINA RELATIVE TO  
 "ARTIFICIAL DIVISIONS", PITT COUNTY, N.C.

OWNER: **CHAK L. BARNICK**  
 ADDRESS: **FARMVILLE, N.C. 27839**  
 PHONE: **(337)751-4987**

**LEGEND**

- 1" = CENTER LINE
- 2" = RIGHT OF WAY
- 3" = BOUNDARY
- 4" = EASEMENT
- 5" = CURB
- 6" = GROUND SURFACE
- 7" = CENTER OF CURVATURE
- 8" = CENTER OF CURVATURE
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- 99" = CENTER OF CURVATURE
- 100" = CENTER OF CURVATURE



SHEET 1 OF 1

DATE: 10/15/2008

SCALE: 1" = 100'

PROJECT: CHESAPEAKE ROAD SUBDIVISION, SECTION TWO

OWNER: CHAK L. BARNICK

ADDRESS: FARMVILLE, N.C. 27839

PHONE: (337)751-4987

DATE: 10/15/2008

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