

part 4 of the second part, hereinafter called lessee(s);

WITNESSETH:

THAT WHEREAS, there has been recently constructed in the community of Marshallberg, by the Federal Government, a small boat harbor to serve boat owners, a part of which harbor adjoins or is contiguous with land owned by the lessors; AND WHEREAS, it is desirable that several short or narrow piers be constructed out from the land of said lessors a certain distance into the harbor, for the purpose of docking or mooring small boats using the harbor; AND WHEREAS, it is the desire of the lessors to cooperate fully in making said facility serviceable to boat owners, and at the same time retain the ownership of their land, the lessors have therefore decided to make available a certain portion of their land bordering upon said harbor by dividing it into small segments or parcels wide enough to provide for the construction of said piers, which will be attached to a platform or walk-way extending along the north shoreline and paralleling the harbor basin, with sufficient space between the piers for small boats to enter, tie up or berth and remain for a desired time, at the will of the lessee(s), the cost of construction of said pier or piers to be borne by the lessee(s), without any cost whatsoever to the lessors, all of said piers to be approximately the same length and width, or as actually needed, and the exact location of the piers to be determined, marked and numbered, and the exact length of same laid out by said lessors.

It is also planned and agreed that the approaches to said piers shall be fairly uniform and furnished, provided and maintained by the lessee(s) affected, and the lessors shall not be required to make any contribution toward expenses or be liable for any defaults or negligence by the lessee(s).

It is also agreed and so stipulated that if a pier shall be begun but not completed, causing a dangerous situation, the title and ownership of said incompleated pier shall be forfeited to the lessors for completion, or removal, discretionary with lessors.

purpose or constructing or erecting thereon a small pier for docking or berthing a boat or boats, and for no other purpose.

The terms of this lease are as follows:

1. The rental shall be one dollar(\$1.00)annually, paid in advance, and the lease shall run for one year only and may not be sublet without the written consent of the lessors. However, the terms of this lease may be renewed from year to year, under the same terms and conditions as above stated, at the election of the lessors, all in the interest of the full use and enjoyment of the boat harbor, as above stated, but at the same time reserving some degree of control of the land and riparian rights by the lessors, as hereinabove provided.

IN TESTIMONY WHEREOF, said parties have hereunto set their hands and seals, in duplicate originals, one to be retained by each of the parties hereto, the day and year first above written.

Ralph Neal (SEAL)
Sally Neal (SEAL)
Lessors

Lessee(s) (SEAL)

NORTH CAROLINA, CARTERET COUNTY.

I _____, Notary Public, do hereby certify that personally appeared before me this day Ralph Neal and wife, Sally Neal, and acknowledged the due execution of the foregoing instrument for the purposes set out therein.

Witness my hand and notarial seal this the _____ day of _____ 195_____.

Notary Public

My commission expires:_____

My commission expires: _____

This lease is renewed for a period of
1 year

Ralph Neal

Sally Neal

19 5 8 ✓ Ralph Neal

19 5 9 ✓ Ralph Neal

19 6 0 ✓ Ralph Neal

19 6 1 Ralph Neal

19 6 2 Ralph Neal

19 6 3 Ralph Neal

19 6 4 Ralph Neal

19 6 5 Ralph Neal



John