

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

GRANT OF EASEMENT, AGREEMENT  
TO DEDICATE AND LICENSE

**THIS GRANT OF EASEMENT, AGREEMENT TO DEDICATE AND LICENSE** (this "Agreement") is entered into effective the 7th day of June, 1999 by **E & A SOUTHEAST LIMITED PARTNERSHIP**, a Delaware limited partnership, its successors and assigns ("E&A"), **EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP**, a Delaware limited partnership, its successors and assigns ("Edens"), (E&A and Edens, collectively, jointly and severally, "Grantor"), in favor of **WP EAST ACQUISITIONS, L.L.C.**, a Georgia limited liability company, its successors and assigns ("Grantee").

Grantor is the fee simple owner of property located in Mecklenburg County, North Carolina which is more particularly described in deeds recorded in Book 9915, Page 827, Book 9915, Page 831 and Book 10147, Page 811 (collectively, the "Grantor Property"), in the Mecklenburg County Registry ("Registry").

Grantee has entered into a contract to purchase the fee simple title in and to the property adjacent to the Property which is more particularly described in a deed recorded in Book 7736, Page 91, in the Registry ("Grantee Property").

Grantor has agreed to grant Grantee an access, construction and utility easement over a portion of the Grantor Property more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Easement Area") and a license agreement over, under and through the portion of the Grantor Property more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("Licensed Area").

For consideration in the amount of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easements. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual right-of-way and easement over, across, under and through the Easement Area, for the following purposes: (i) pedestrian and vehicular ingress, egress, regress and access, (ii) the installation, extension, maintenance, repair and use of sewer, water, gas, power, telephone, and any other utilities serving Grantee's Property (all utilities shall be installed underground), (iii) the installation, maintenance and repair of drainage facilities, lines and pipes commonly associated with and constructed in or under streets and roads and (iv) the installation, extension, maintenance and repair of roadway and driveway improvements, including but not limited to, paving, installation of storm drains, culverts, signage, lighting, bridges, landscaping and all other roadway and driveway improvements. Additionally, Grantor

DRAWN BY AND MAIL TO: **Box 10**  
Brent M. Milgrom, Jr., Esq.  
Parker, Poe, Adams & Bernstein L.L.P.  
2500 Charlotte Plaza  
Charlotte, North Carolina 28244

hereby grants, bargains, sells and conveys to Grantee a temporary construction easement over the portion of the Grantor Property adjacent to the Easement Area for the purpose of ingress, egress and construction activities associated with the construction, improvement or maintenance of the aforesaid roadway improvements, utilities and related facilities within the Easement Area.

2. Easement Appurtenant. The easements conveyed herein are and shall be appurtenant to Grantee's Property and shall run with the title to said property.

3. Public Dedication. Grantor hereby agrees to join in any permits, applications or other agreements and/or execute any additional easements reasonably necessary to enable Grantee to construct and or improve, at Grantee's cost, and dedicate a publicly maintained road (to be designated as "Couloak Road") within the Easement Area. The parties agree that the portion of the Easement Area to be dedicated shall not include Grantee's private driveway which shall also be located within the Easement Area. Upon completion of the construction of the road in accordance with the applicable standards for public maintenance, Grantor hereby agrees to promptly execute and deliver to the appropriate authorities any and all deeds, plats, lien waivers and other necessary documents required to dedicate the aforesaid easement and improvements constructed thereon to the appropriate governmental authority, agency and/or body of the State of North Carolina having jurisdiction over roadways for public use and maintenance and/or to obtain and/or secure public acceptance of same for maintenance.

4. License Agreement. In addition to the easements set forth herein, Grantor hereby grants unto Grantee a non-exclusive license over, upon, under and through the Licensed Area for the purpose of installing, operating, maintaining, repairing, replacing and upgrading, at Grantee's sole cost and expense, such landscaping, signage, lighting, irrigation equipment, below-ground utility lines, equipment and appurtenances as Grantee deems appropriate and which is reasonably acceptable to Grantor. Prior to exercising its rights under this license, Grantee shall provide Grantor with a comprehensive landscaping, utility, and signage plan for the Licensed Area ("**Landscaping Plan**"). Grantor shall have thirty (30) days during which to approve or disapprove of the Landscaping Plan. Grantor's failure to disapprove of the Landscaping in a writing (detailing its reasons for disapproval) on or before the thirtieth (30th) day following receipt of the Landscaping Plan shall constitute Grantor's approval. Grantee shall only develop the Licensed Area in accordance with the approved Landscaping Plan. The license granted herein may be canceled at any time by either party and shall not obligate Grantee to install, operate, maintain, repair, replace or upgrade any of the aforesaid improvements upon the Licensed Property unless Grantee chooses to do so in its sole discretion. Upon termination of the license set forth herein, Grantee shall remove, at Grantor's request, any landscaping or other improvements installed in the Licensed Area pursuant to this License Agreement. On or about January 1 of each year during which this license remains in place, Grantee shall reimburse Grantor for the Mecklenburg County taxes applicable to the Licensed Area following fifteen (15) days prior written notice. The Licensed Area will be separately subdivided from Grantor Property so that it may be assessed separately. Grantee will pay taxes on said parcel.

5. Covenant Against Future Liens. Grantor shall promptly pay and discharge, or cause to be paid and discharged on or before the due date any claim or obligation (including ad valorem taxes) which if not paid or discharged would result in a future lien on Grantor's Property which would have priority over this Agreement or the easements and license granted herein. If any such claim or obligation is not promptly paid or discharged, Grantee shall have the right to pay and

Attention: Tyler Hellams

**Grantee:** WP East Acquisitions, L.L.C.  
c/o Wood Partners  
1308 East Fourth Street, Suite 200  
Charlotte, North Carolina 28204  
Attn: Mr. Kelly W. Dunbar

Any owner of any portion of Grantor's Property or Grantee's Property may change (or provide) its address by written notice to the other(s) in the manner set forth above. Additionally, any owner or new owner may provide, in addition to its official address for notices hereunder, additional addresses of lenders or other persons or entities to be copied with respect to notices sent to such owner; provided that notice to such additional parties shall be as an accommodation only and

discharge such obligation, in which event Grantee shall then be subrogated to the rights of the person or entity for whom such payment was made and shall be vested with all the rights and remedies of such person or entity.

6. **Mutual Indemnification.** Grantor and Grantee shall indemnify, defend and hold harmless each other and their respective heirs, successors and assigns and lenders from and against all liabilities, damages, expenses, causes of action, suits, judgments or claims, whether actual or threatened, (including, without limitation, reasonable attorney's fees and court costs) arising directly or indirectly from the use of the easements or licenses located on the other (offended) party's property by the offending owner(s) or such owner's agents, employees, contractors, licensees or invitees; including, but not limited to, personal injury, death, or damage to pavement or improvements located on the respective properties.

7. **Modification, Amendment and Release.** Any provision of this Agreement may be released, subordinated, modified, rescinded to amended, in whole or in part only with the written consent of all of the then current record owners of Grantor's Property and Grantee's Property, and any portion thereof. The foregoing notwithstanding, the unilateral termination of the license by either party as set forth in **Paragraph 4** above shall not require the consent of the other party; provided, however, that such termination shall not affect the other easements and rights set forth herein.

8. **Governing Law; Severability.** The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

9. **Notice.** All notices, consents, requests, demands or other communications to or upon the respective owners shall be in writing and shall be effective for all purposes upon receipt, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, addressed as follows:

**Grantor:** Edens & Avant Properties, L.P.  
P.O. Box 528  
Columbia, SC 29202  
Attention: Tyler Hellams

**Grantee:** WP East Acquisitions, L.L.C.  
c/o Wood Partners  
1308 East Fourth Street, Suite 200  
Charlotte, North Carolina 28204  
Attn: Mr. Kelly W. Dunbar

Any owner of any portion of Grantor's Property or Grantee's Property may change (or provide) its address by written notice to the other(s) in the manner set forth above. Additionally, any owner or new owner may provide, in addition to its official address for notices hereunder, additional addresses of lenders or other persons or entities to be copied with respect to notices sent to such owner; provided that notice to such additional parties shall be as an accommodation only and

shall not be required to constitute proper notice hereunder. Receipt of communications by United States first class certified or registered mail will be sufficiently evidenced by return receipt.

10. **Attorney's Fees.** In the event of any dispute related to this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees and expenses incurred in any phase of the dispute.

11. **Estoppel Certificates.** Each owner of any portion of Grantor's or Grantee's Property shall, within fifteen (15) days after the written request of any other owner, certify by a written instrument, duly executed and acknowledged, to any purchaser or proposed purchaser, or lender or proposed lender, or any other party specified in the request: (i) whether this Agreement has been supplemented or amended, and if so, the nature of the supplement or amendment; (ii) whether, to such owner's knowledge, there exists any default under this Agreement, and if so, a description of that default; (iii) whether, to such owner's knowledge, there exists any offset, defense or counterclaim on the part of the certifying party as to the performance of its obligations under this Agreement, and if so, a description of the nature and amount of any such offset, defense or counterclaim; and (iv) such other matters as may reasonably be requested.

12. **No Partnership.** The provisions of this Agreement are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the owners of the properties benefitted and burdened hereby.

13. **Insurance.**

(a) Grantee shall at its expense maintain in force public liability coverage insuring Grantee against liability arising from its ownership, improvement or maintenance of the landscaping or other improvements installed by it in the Licensed Area or Easement Area pursuant to this Agreement. Such coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. The insurance policy or policies providing the coverage required hereby shall name the fee owner and any mortgagee of the Easement Area and the Licensed Area as additional insureds provided that Grantor provides Grantee with written notification of the applicable owner(s) and mortgagee(s) to be listed on such policy or policies.

(b) Following the execution of this Agreement, and thereafter upon Grantor's written request, Grantee shall furnish to Grantor certificates of coverage evidencing such insurance as is required hereunder.

(c) Grantor and Grantee waive and release the other from and against any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any insured loss or damage that may occur to the Licensed Area or Easement Area, or any person or property therein or thereon, regardless of cause or origin, including negligence of the other owner or its agents, officers and employees to the extent that such loss or damage is covered by proceeds from an insurance policy or other coverage and such proceeds are paid to the party incurring the loss.

14. Subordination.

(a) The National Bank of South Carolina ("**National**") is the owner and holder of a promissory note which is secured by (i) a Deed of Trust recorded in Book 9915, Page 840 in the Registry ("**National Deed of Trust**"), executed and delivered to Anna Maria D'Angelo, Trustee ("**National Trustee**"), for the benefit of National; (ii) an Assignment of Leases, Rents and Profits recorded in Book 9915, Page 865 in the Registry for the benefit of National ("**National Assignment**"); and (iii) a Uniform Commercial Code Financing Statement bearing file number 98-13657, filed in the Registry, ("**National Financing Statement**"). The National Deed of Trust, National Assignment and National Financing Statement (collectively, including any amendments thereto, "**National Loan Documents**") constitute a lien on all or a portion of the Grantor Property. National and National Trustee join in the execution of this Agreement in order to subordinate the lien and operation of the National Loan Documents to this Agreement and the easements, license and other terms, conditions and obligations set forth herein. In the event of a foreclosure or exercise of rights under one or more of the National Loan Documents, or a transfer of any portion of Grantor Property subject to the National Loan Documents in lieu of foreclosure, National and National Trustee, on behalf of themselves, their successors and assigns, agree that the purchaser at any such foreclosure or the transferee under any such deed in lieu of foreclosure shall take title to such property together with and subject to all of the terms and conditions of this Agreement.

(b) Norwest Bank Minnesota, as Trustee for Commercial Mortgage Pass-Through Certificates Series 1998-XL2 ("**Trustee**") is the current owner of a loan obligation (the "**Norwest Loan**"), and holder of a promissory note (the "**Note**") evidencing the Norwest Loan which is secured by (i) a Deed of Trust, Security Agreement, Financing Statements, Fixture Filing and Assignment of Leases, Rents and Security Deposits recorded in Book 9936, Page 255 in the Registry, executed and delivered to Charles Hedgepath, trustee for the benefit of Secore Financial Corporation ("**Deed of Trust Trustee**"), which, by a series of *mesne* assignments, was assigned to Trustee as the current owner of the Loan (the Note, Deed of Trust, Assignment of Leases, Rents and Security Deposits together with the various *mesne* assignments to the Trustee are collectively referred to as "**Norwest Loan Documents**"). The Norwest Loan Documents constitute a lien on all or a portion of the Grantor Property. Trustee and Deed of Trust Trustee join in the execution of this Agreement in order to subordinate the lien and operation of the Norwest Loan and Norwest Loan Documents to this Agreement and the easements, license and other terms, conditions and obligations set forth herein. In the event of a foreclosure or exercise of rights under one or more of the Norwest Loan Documents, or a transfer of any portion of Grantor Property subject to the Norwest Loan Documents in lieu of foreclosure, Trustee and Deed of Trust Trustee, on behalf of themselves, and their successors and assigns, agree that the purchaser at any such foreclosure or the transferee under any such deed in lieu of foreclosure shall take title to such property together with and subject to all of the terms and conditions of this Agreement.

15. Condition Precedent. Notwithstanding any other provisions herein to the contrary, this Agreement and the easements, license and other terms, conditions and obligations set forth herein shall vest and become effective, if ever, at such time as Grantee, or its successors or assigns, acquires fee simple title to the Grantee Property. If Grantee, or its successors or assigns, fails to acquire fee simple title to the Grantee Property on or before the third (3rd) year following the date of this Agreement, then this Agreement shall automatically terminate and be of no

further force or effect. Grantee shall have the right to assign its rights hereunder to a related or affiliated entity which purchases the Grantee Property and may evidence such assignment by recordation of a Memorandum of Assignment substantially in the form attached hereto as **Exhibit C**. Grantee's assignee, upon acquisition of the Grantee Property, and such assignee's successors and assigns shall thereafter be benefitted by and subject to the easements, license and other terms, conditions and obligations set forth herein which shall run with the title to the Grantee Property. Notwithstanding the condition precedent to vesting set forth herein, Grantor, Grantee and the undersigned lenders and trustees hereby agree on behalf of themselves, their successors and assigns, that any liens on any portion of the Grantor Property which may intervene between the date of this Agreement and the satisfaction of the condition precedent to set forth in this **Paragraph 15** shall, in all cases, be subject to and subordinate to this Agreement.

**TO HAVE AND TO HOLD** the license and easements conveyed herein, together with all privileges and appurtenances thereunto belonging, for the use and purposes aforesaid unto the benefitted owner's, their heirs, successors and assigns.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

GRANTOR:

EDENS AND AVANT PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (SEAL)

By: E&A General Partner, LLC, a Delaware limited liability company, sole general partner (SEAL)

By: E&A Affiliates, LP, a South Carolina limited partnership, member manager (SEAL)

By: Affiliates GP, LLC, a South Carolina limited liability company, sole general partner (SEAL)

By: [Signature] (SEAL)

Name: TODIE W. MCLEAN

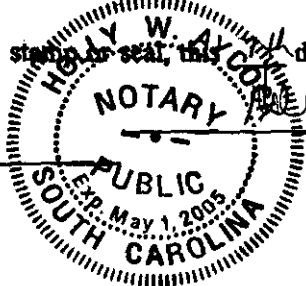
Title: CHIEF INVESTMENT OFFICER/Manager

STATE OF SC  
COUNTY OF Richland

I, Holly W Ryceck, a Notary Public of Richland County, South Carolina, certify that Todie W Mclean personally came before me this day and acknowledged that he is the Member Manager of Affiliates GP, LLC, a South Carolina limited liability company (the "Company"), which is the sole general partner of E&A Affiliates, LP, a South Carolina limited partnership, which is the member manager of E&A General Partner, LLC, a Delaware limited liability company, which is the sole general partner of EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, who being by me sworn, says that the foregoing instrument was signed by him as Member Manager of the Company by authority duly given, and that said instrument is the act and deed of the Company acting in its capacity as the sole general partner of E&A Affiliates, LP, acting in its capacity as the member manager of E&A General Partner, LLC, acting in its capacity as the sole general partner of EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP, for and on behalf of, and as an act of, EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP.

Witness my hand and official seal, this 14th day of June, 1999.

My Commission expires: \_\_\_\_\_  
[NOTARY SEAL]



[Signature]

GRANTOR (Continued):

E&A SOUTHEAST LIMITED PARTNERSHIP,  
a Delaware limited Partnership (SEAL)

By: E&A Southeast LLC, a Delaware Limited  
liability company, its sole general partner  
(SEAL)

By: Edens and Avant Southeast, Inc.,  
a Delaware corporation, its sole  
Managing Member



By: [Signature]  
President  
Secretary

(CORPORATE SEAL)

Attest

By: [Signature]  
Name: JODIE W. MCLEAN  
Title: CHIEF INVESTMENT OFFICER  
President/Secretary

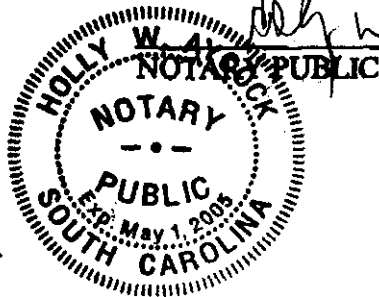
STATE OF sc  
COUNTY OF Richland

I, Holly W. Aycock, a notary public, do hereby certify that  
Jodie W. McLean personally came before me this day and acknowledged  
that he/she is Secretary of Edens & Avant Southeast, Inc., a Delaware  
corporation, and that by authority duly given and as the act of the corporation, acting as  
Managing Member of E&A Southeast LLC, a Delaware limited liability company, which  
is the General Partner of E&A Southeast Limited Partnership, a Delaware limited  
partnership, the foregoing instrument was signed in its name and by its  
President sealed with its corporate seal, and attested by  
Jodie W. McLean as its Secretary.

WITNESS my hand and official seal this 7th day of June,  
1999.

My Commission Expires:

[NOTARIAL SEAL]





GRANTEE:

WP EAST ACQUISITIONS, L.L.C., a Georgia  
limited liability company

By: Kelly W. Dunbar (SEAL)  
Name: Kelly W. Dunbar  
Title: V.P.

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Martha Sue Sparrow, a notary public, do hereby certify that  
Kelly W. Dunbar, Vice President of WP East Acquisitions, L.L.C., a Georgia  
limited liability company, personally came before me this day and acknowledged the above  
execution of the foregoing instrument on behalf of WP East Acquisitions, L.L.C.

WITNESS my hand and official seal this 9<sup>TH</sup> day of June, 1999.

Martha Sue Sparrow  
NOTARY PUBLIC

My Commission Expires:

12-4-03



The National Bank of South Carolina



Margaret Jenkins  
Secretary  
Officer  
(SEAL)

WV King

Name: Wade V King  
Title: Vice President

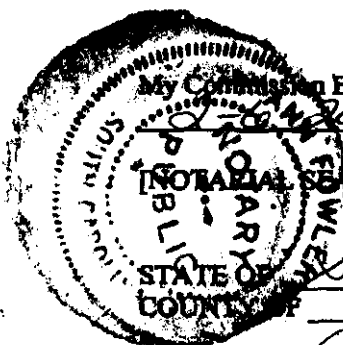
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_, Trustee

STATE OF South Carolina  
COUNTY OF Richland

I, Ann Fowler, a notary public, do hereby certify that Wade V. King personally came before me this day and acknowledged that (s)he is V.P. Secretary of The National Bank of South Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Wade V King, its Vice President, sealed with its corporate seal, and attested by Margaret Jenkins its R/E Admin Secretary.

WITNESS my hand and official seal this 7<sup>th</sup> day of June, 1999.

Ann Fowler  
NOTARY PUBLIC

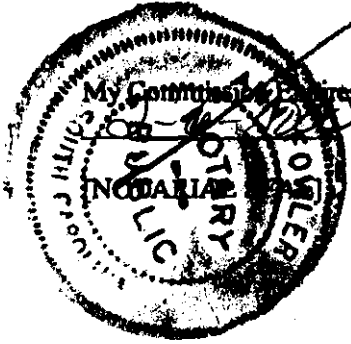


My Commission Expires: 07-16-2000  
[NOTARIAL SEAL]  
STATE OF South Carolina  
COUNTY OF Richland

I, Ann Fowler, a notary public, do hereby certify that Wade King Anna Maria B-Angelo personally came before me this day and acknowledged that the foregoing instrument was executed by her as trustee.

WITNESS my hand and official seal this 7<sup>th</sup> day of June, 1999.

Ann Fowler  
NOTARY PUBLIC



My Commission Expires: 07-16-2000  
[NOTARIAL SEAL]  
STATE OF South Carolina  
COUNTY OF Richland



(CORPORATE SEAL)

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR CMBS SERIES 1998-XL2 By and through its Master Servicer Midland Loan Services, Inc.

By: [Signature]  
Name: C.J. Sipple  
Title: Vice President

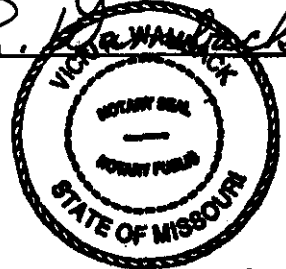
[Signature] (SEAL)  
Charles Hedgepath, Trustee

STATE OF MISSOURI  
COUNTY OF JACKSON

I, VICKI R. WAMBACK, a notary public, do hereby certify that C.J. SIPPLE personally came before me this day and acknowledged that he/she is SR. VICE PRES. Secretary of Midland Loan Services, Inc. ("Servicer"), as Master Servicer for Norwest Bank Minnesota, National Association, as Trustee for CMBS Series 1998-XL2 ("Trustee"), and that by authority duly given and as the act of the Servicer on behalf of Trustee, the foregoing instrument was signed in its name and by its Vice President, sealed with its corporate seal, and attested by PAULA MICKELSON as its ASST. Secretary.

WITNESS my hand and official seal this 4<sup>th</sup> day of June, 1999.

Vicki R. Wamback  
NOTARY PUBLIC



My Commission Expires:  
1-2-2001

[NOTARIAL SEAL]

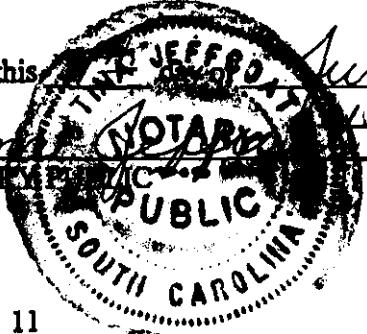
VICKI R. WAMBACK  
Notary Public - State of Missouri  
JACKSON COUNTY  
My Commission Expires 1-2-2001

STATE OF South Carolina  
COUNTY OF Richland

I, Sina J. Jeffcoat, a notary public, do hereby certify that Charles Hedgepath, Trustee personally came before me this day and acknowledged that the foregoing instrument was executed by him as trustee.

WITNESS my hand and official seal this June, 1999.

Sina J. Jeffcoat  
NOTARY PUBLIC



My Commission Expires:  
5-25-2009

LEGEND

- OU OVERHEAD UTILITIES
- MB PG MAP BOOK PAGE
- MH MANHOLE
- DB PG DEED BOOK PAGE

CROSS HATCHED AREA HAS BEEN PREVIOUSLY PLATTED IN MB 26 PG 637

35' SETBACK

20' LANDSCAPE STRIP MB 26 PG 637

N 21°43'13"W 215.77'

COULOAK ROAD  
66' PUBLIC R/W  
MB 26 PG 637

TIE TO EXIST. 2'-6" CURB & GUTTER

R/W LINE PER MB 26 PG 637

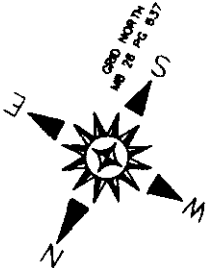
20' LANDSCAPE STRIP MB 26 PG 637

35' SETBACK

NOW OR FORMERLY EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP DB PG MB 26 PG 637

PROPOSED MH AND SANITARY SEWER LINE

N 29°50'29"W 238.07'



OUT PARCEL "D" MB 26 PG 637

NOW OR FORMERLY EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP DB PG MB 26 PG 637

EXISTING MH AND SANITARY SEWER LINE

35' SETBACK W/ SCREENING

25' LANDSCAPE STRIP MB 26 PG 637

NOW OR FORMERLY LOUISE F. DUNN & WIFE ELEANOR DB 7736 PG 91

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH-BEARING
C 1	383.00'	42.02'	61°7'11"	42.00'	S 18°34'37"E
C 2	317.00'	28.21'	50°5'55"	28.20'	S 19°10'15"E
C 3	30.00'	46.58'	88°57'40"	42.04'	N 22°45'56"E
C 4	30.00'	47.67'	91°02'27"	42.81'	S 67°14'04"E
C 5	50.00'	11.58'	131°5'54"	11.55'	S 77°35'39"E
C 6	100.00'	23.15'	131°5'54"	23.10'	S 77°35'39"E
C 7	24.50'	10.74'	25°06'23"	10.65'	S 38°31'48"E
C 8	29.42'	17.52'	34°06'57"	17.26'	N 14°11'19"E
C 9	383.00'	11.73'	01°45'17"	11.73'	N 14°33'23"W

- L 1 N 21°43'13"W 5.62'
- L 2 N 80°14'45"E 66.39'
- L 3 S 68°59'53"W 32.61'
- L 4 S 84°13'39"E 35.30'
- L 5 S 29°50'29"E 54.76'
- L 6 N 84°13'39"E 12.97'
- L 7 N 70°57'39"E 34.02'
- L 8 N 75°23'12"E 50.38'

MOUNT HOLLY - HUNTERSVILLE ROAD

EXHIBIT "A"

WORKSHEET MITSLAND.CRD	Job: _____
PLAN	Scale: 1"=50'
PROFILE	Hor: _____
	Vert: _____
As Built	Date: _____
DELTA	Designed By: _____
Surveyed By: _____	Drawn By: _____
	Project-Eng: _____
	Checked: _____
	Date: 5-08-99
	Sheet of: 1

PROPOSED INGRESS \ EGRESS, SANITARY SEWER, AND LANDSCAPE EASEMENT
Owner: EDENS & AVANT PROPERTIES LIMITED PARTNERSHIP DEED BOOK PAGE

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

No.	Date	By	Revision

~~EXHIBIT A~~LEGAL DESCRIPTION

LYING and being in Mecklenburg County, North Carolina, and more particularly described as follows:

LICENSE AREA: EXHIBIT B

BEGINNING at an iron rebar located on the southern margin of the right-of-way of Mount Holly-Huntersville Road, a variable width right-of-way, said BEGINNING point marking the northeastern corner of the property conveyed to Mecklenburg Retail Development, Inc. by instrument recorded in Deed Book 7155, Page 888, Mecklenburg County Public Registry, and the northwestern corner of the property conveyed to Crescent Resources Inc. by instrument recorded in Deed Book 7672, Page 377, Mecklenburg County Public Registry, all as shown on map recorded in Map Book 26, Page 637, Mecklenburg County Public Registry; thence with the southern margin of the right-of-way of Mount Holly-Huntersville Road, N. 67-15-04 E. 81.05 feet to an iron rebar; thence with the arc of a circular curve to the right having a radius of 30.00 feet for an arc distance of 47.67 feet (said curve being subtended by a chord bearing S. 67-14-04 E. 42.81 feet) to a point lying on the western margin of the right-of-way of Couloak Drive, a 66' public right-of-way; thence with the western margin of the right-of-way of Couloak Drive S. 21-43-13 E. 219.12 feet to an iron rebar; thence leaving the western margin of the right-of-way of Couloak Drive and running through the Crescent Resources Inc. property (now or formerly) the following three (3) courses and distances: (1) S. 68-59-53 W. 32.61 feet to a point; (2) with the arc of a circular curve to the right having a radius of 50.00 feet for an arc distance of 11.58 feet (said curve being subtended by a chord bearing S. 77-35-39 W 11.55 feet) to a point; and (3) S. 84-13-39 W. 37.02 feet to a point lying on the eastern boundary of the Mecklenburg Retail Development, Inc. property (now or formerly); thence with the eastern boundary of the Mecklenburg Retail Development, Inc. property (now or formerly), N. 29-27-42 W. 237.38 feet to the POINT AND PLACE OF BEGINNING, as shown on map entitled "PROPOSED INGRESS \ EGRESS, SANITARY SEWER, AND LANDSCAPE EASEMENT," prepared by Delta Land Services, Inc., dated May 6, 1999.

EASEMENT AREA: EXHIBIT A

To find the point and place of beginning, commence at an iron rebar located on the southern margin of the right-of-way of Mount Holly-Huntersville Road, a variable width right-of-way, said iron rebar marking the northeastern corner of the property conveyed to Mecklenburg Retail Development, Inc. by instrument recorded in Deed Book 7155, Page 888, Mecklenburg County Public Registry, and the northwestern corner of the property conveyed to Crescent Resources Inc. by instrument recorded in Deed Book 7672, Page 377, Mecklenburg County Public Registry, all as shown on map recorded in Map Book 26, Page 637, Mecklenburg County Public Registry; thence with the eastern boundary of the Mecklenburg Retail Development, Inc. property (now or formerly), S. 29-27-42 E. 237.38 feet to a point marking the POINT AND PLACE OF BEGINNING; thence leaving the eastern boundary of the Mecklenburg Retail Development, Inc. property (now or formerly) and running through the Crescent Resources Inc. property (now or formerly) the following three (3) courses and distances: (1) N. 84-13-39 E. 37.02 feet to a point; (2) with the arc of a circular curve to the left having a radius of 50.00 feet for an arc distance of 11.58 feet (said curve being subtended by a chord bearing N. 77-35-39 E. 11.55 feet) to a point; and (3) N. 68-59-53 E. 32.61 feet to an iron rebar lying on the eastern boundary of the Crescent Resources Inc. property

(now or formerly): thence with the eastern boundary of the Crescent Resources Inc. property (now or formerly) the following two (2) courses and distances: (1) N. 21-43-13 W. 219.12 feet to an iron rebar; and (2) with the arc of a circular curve to the left having radius of 30.00 feet for an arc distance of 47.67 feet (said curve being subtended by a chord bearing N. 67-14-04 W. 42.81 feet) to an iron rebar lying on the southern margin of the right-of-way of Mount Holly-Huntersville Road, a variable width right-of-way; thence with the southern margin of the right-of-way of Mount Holly-Huntersville Road N. 67-15-04 E. 126.02 feet to an iron rebar lying on the northern boundary of the property conveyed to Crescent Resources Inc. by instrument recorded in Deed Book 7672, Page 377, Mecklenburg County Public Registry, and shown as Outparcel "D" on map recorded in Map Book 26, Page 637, Mecklenburg County Public Registry; thence leaving the southern margin of the right-of-way of Mount Holly-Huntersville Road and running with the western boundary of Outparcel "D" the following two (2) courses and distances: (1) with the arc of a circular curve to the left having a radius of 30.00 feet for an arc distance of 46.58 feet (said curve being subtended by a chord bearing S. 22-45-56 W. 42.04 feet) to an iron rebar; and (2) S. 21-43-13 E. 215.77 feet to an iron rebar lying at the southwestern corner of Outparcel "D"; thence with the western boundary of the Crescent Resources Inc. property (now or formerly) the following two (2) courses and distances: (1) S. 21-43-13 E. 5.62 feet to an iron rebar; and (2) with the arc of a circular curve to the right having a radius of 383.00 feet for an arc distance of 42.02 feet (said curve being subtended by a chord bearing S. 18-34-37 E. 42.00 feet) to an iron rebar; thence leaving the western boundary of the Crescent Resources Inc. property (now or formerly) and running through the Crescent Resources Inc. property (now or formerly) the following seven (7) courses and distances: (1) with the arc of a circular curve to the right having a radius of 383.00 feet for a arc distance of 11.73 feet (said curve being subtended by a chord bearing S. 14-33-23 E. 11.73 feet) to a point; (2) with the arc of a circular curve to the left having a radius of 29.42 feet for an arc distance of 17.52 feet (said curve being subtended by a chord bearing S. 14-11-19 W. 17.26 feet); (3) S. 75-23-12 W. 50.38 feet to a point; (4) with the arc of a circular curve to the left having a radius of 24.50 feet for an arc distance of 10.74 feet (said curve being subtended by a chord bearing N. 38-31-48 W. 10.65 feet) to a point; (5) S. 70-57-39 W. 34.02 feet to a point; (6) with the arc of a circular curve to the right having a radius of 100.00 feet for an arc distance of 23.15 feet (said curve being subtended by a chord bearing S. 77-35-39 W. 23.10 feet) to a point; and (7) S. 84-13-39 W. 15.09 feet to a point on the eastern boundary of the property conveyed to Mecklenburg Retail Development, Inc. property (now or formerly); thence with the eastern boundary of the Mecklenburg Retail Development, Inc. property (now or formerly), N. 29-27-42 W. 54.76 feet to THE POINT AND PLACE OF BEGINNING, as shown on map entitled "PROPOSED INGRESS/EGRESS, SANITARY SEWER, AND LANDSCAPING EASEMENT," prepared by Delta Land Services, Inc., dated May 6, 1999.

**EXHIBIT B**  
**TO**  
**GRANT OF EASEMENT**  
**AND**  
**AGREEMENT TO DEDICATE AND LICENSE**

**"Licensed Area"**

**EXHIBIT C**  
**TO**  
**GRANT OF EASEMENT**  
**AND**  
**AGREEMENT TO DEDICATE AND LICENSE**

**STATE OF NORTH CAROLINA**  
**COUNTY OF MECKLENBURG**

**MEMORANDUM OF  
ASSIGNMENT**

**THIS MEMORANDUM OF ASSIGNMENT** is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 1999 by WP East Acquisitions, L.L.C., a Georgia limited liability company ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

WHEREAS, Assignor is the purchaser under that certain Agreement to Purchase Land (as amended, "Contract") by and among Lewis F. Dunn and wife, Eleanor Dunn ("Seller"), WP East Acquisitions, L.L.C. and Chicago Title Insurance Company, dated September 8, 1998, whereby Assignor agreed to purchase and Seller agreed to sell real property located in Mecklenburg County, North Carolina, as more particularly described in Book 7736, Page 91 in the Mecklenburg County Registry ("Grantee Property");

WHEREAS, Assignor assigned its rights under the Contract to Assignee by that certain Assignment dated \_\_\_\_\_ ("Assignment"); and

WHEREAS, pursuant to Paragraph 15 of that certain Grant of Easement and Agreement to Dedicate and License recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Mecklenburg County Registry ("Agreement"), the easements, license and other terms, conditions and obligations set forth in the Agreement shall vest and become effective, if ever, only at such time as Assignor, or its successors or assigns, acquires fee simple title to the Grantee Property.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby join into this Memorandum to memorialize the Assignment and to confirm that Assignee shall take title to the Grantee Property which shall thereafter be benefitted by and subject to the easements, license and other terms, conditions and obligations set forth in the Agreement which shall run with the land.



**IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of the date first above written.**

**ASSIGNOR:**

**WP EAST ACQUISITIONS, L.L.C. (SEAL)**

**By: \_\_\_\_\_ (SEAL)**

**Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**ASSIGNEE:**

\_\_\_\_\_**(SEAL)**

**By: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**[APPROPRIATE ACKNOWLEDGMENTS TO BE ATTACHED]**



JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

\*\*\*\*\*

Filed For Registration: 06/10/1999 12:41 PM  
Book: RE 10534 Page: 915-932  
Document No.: 1999103077  
ESMT 18 PGS \$40.00

Recorder: NANCY JONES

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State of North Carolina, County of Mecklenburg

The foregoing certificate of HOLLY W. AYCOCK , MARTHA SUE SPARROW , ANN FOWLER , VICKI R. WAMBACK , TINA JEFFCOAT Notaries are certified to be correct. This 10TH of June 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: Nancy Jones  
Deputy/Assistant Register of Deeds

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1999103077