

FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2003 FEB 03 04 15 PM  
BOOK 14780 PAGE 600-606 FEE \$29 00  
INSTRUMENT # 2003022193

✓ DRAWN BY/ ✓ RETURN TO  
**McKAIG & McCUTCHEON, P.A.** SIGN EASEMENT  
Box 107

Sign Easement (this "Sign Easement"), dated as of January 31, 2003, between **THF1, LLC**, a North Carolina limited liability company ("Grantor"), and **THE QUAILS, LLC**, a Delaware limited liability company ("Daniel").

#### RECITALS:

- A. Grantor is the owner of that certain tract of real property described on Exhibit A attached hereto (the "Grantor's Tract"), upon which a sign owned by Daniel is currently located (the "Sign Easement Area").
- B. Daniel is the owner of that certain tract of real property described on Exhibit B attached hereto (the "Daniel Land").
- C. Grantor is willing to grant the Sign Easement, allow the existing Sign located in the Sign Easement Area (the "Sign"), and all modifications, amendments and replacements thereto, to remain in the Sign Easement Area, and allow the maintenance of the Sign on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants set forth herein, Ten and No/100 Dollars (\$10) in hand paid by Daniel to the Grantor, and other good and valuable consideration, the receipt and sufficiency which the parties hereby acknowledge, the parties hereby agree as follows:

1. Grantor hereby grants to Daniel an easement on, under and over the Sign Easement Area for the purpose of constructing and maintaining the Sign and related lighting and landscaping; provided, however, that Daniel, its successors and assigns, covenant and agree to use the Sign Easement granted herein.
2. The rights granted herein shall not limit the right of Grantor, its successors and assigns, to use the Sign Easement Area so long as its use does not interfere with Daniel's usage and so long as no further signs are located therein.
3. The easements and rights granted herein shall be appurtenant to the Daniel Land. The Sign Easement shall run with the land and shall bind and inure to the benefit of the parties hereto

and their respective successors and assigns. The easements and rights granted herein shall be perpetual.

4. Daniel shall indemnify and hold Grantor harmless from any and all claims, demands, liabilities or expenses (including attorneys' fees) in connection with any injury to any person or damage to property or any claim by any party arising from Daniel's use or maintenance of the easement granted herein. Daniel hereby covenants and agrees to keep the Sign in good repair, which shall mean operative, clean, safe and aesthetically pleasing and all planting by Daniel shall be maintained in a healthy condition. Daniel shall have the right to repair, modify, amend and replace the Sign from time to time as Daniel deems necessary; provided, however, Daniel shall not have the right to increase the size or location of the existing sign without the express written consent of the Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that Daniel allows the Sign Easement Area to fall into reasonable disrepair, Grantor reserves the right to repair the Sign or the Sign Easement Area or any portion thereof and charge Daniel the actual cost of such work.

5. If any provision of this Sign Easement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions hereof shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically, as a part of this Sign Easement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6. The Sign Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

7. Nothing in this Sign Easement is intended as, nor shall the same be construed in any way or manner as, a public dedication with respect to any rights and interests herein granted.

8. This Sign Easement constitutes the entire agreement of the parties hereto on the subject matter hereof and supersedes all prior agreements, understandings, representations and statements heretofore made.

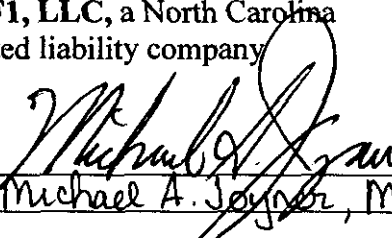
9. Notice is hereby given that all persons dealing with Daniel shall look to the assets of Daniel for the enforcement of any claim against Daniel, as none of the members, agents, officers, employees of Daniel assume any personal liability for obligations entered into by or on behalf of Daniel.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Sign Easement to be executed as of the date above written.

**THF1, LLC**, a North Carolina  
limited liability company

By:

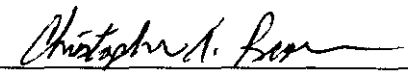
  
Its: Michael A. Joyner, Member/Manager

**THE QUAILS, LLC**, a Delaware  
limited liability company

By: Daniel Properties I Limited Partnership,  
a Virginia limited partnership,  
Its sole economic member

By: Daniel Realty Investment  
Corporation of Virginia  
a Virginia corporation  
Its general partner

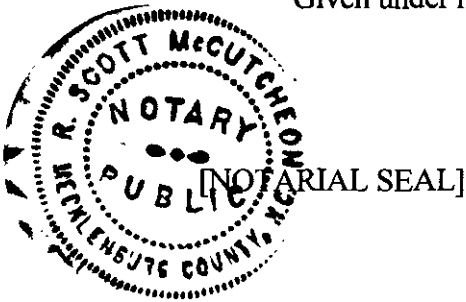
By:


  
Christopher A. Brown  
Its: Senior Vice President

STATE OF NORTH CAROLINA  
MECKLENBURG COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Michael A. Joyner**, whose name is signed to the foregoing Sign Easement and who personally appeared before me on this day and acknowledged that he is the Member/Manager of **THF1, LLC**, a North Carolina limited liability company, and that by authority duly given and as an act of the said limited liability company, the foregoing instrument was signed in its name by said Michael A. Joyner as its Member/Manager.

Given under my hand this the 31<sup>st</sup> day of January, 2003.



  
Notary Public R. SCOTT MCCUTCHEON  
My Commission Expires: 6-30-04


STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Christopher A. Brown**, whose name is signed to the foregoing Sign Easement and who personally appeared before me on this day and acknowledged that he is the Senior Vice President of **Daniel Realty Investment Corporation of Virginia**, a Virginia corporation, the General Partner of Daniel Properties I Limited Partnership, a Virginia limited partnership, the sole economic member of The Quails, LLC, a Delaware limited liability company, and that by authority duly given and as an act of the said corporation, as the General Partner of said limited partnership, as the sole economic member of said limited liability company, the foregoing instrument was signed in its name by said officer as its Senior Vice President.

Given under my hand this the 31<sup>st</sup> day of January, 2003.



  
Notary Public  
My Commission Expires: 6/8/06

**EXHIBIT A**

**DESCRIPTION FOR SIGN EASEMENT AREA**

Being all of Lots 1 and 3, MARINE MIDLAND ADDITION-MAP 2 according to Map Book 38, Page 95, Mecklenburg County Registry.

## EXHIBIT B

### LEGAL DESCRIPTION OF DANIEL LAND

#### Legal Description:

Beginning at an existing nail in the westerly margin of Carmel Commons Boulevard (60 foot public right of way), said point being the southeast corner of Lot 1, Marine Midland Addition as shown in Map Book 24, Page 916 of the Mecklenburg County Public Registry and runs thence with the westerly margin of Carmel Commons Boulevard S 12-16-25 W 235.09 feet to an existing iron rod; thence continuing with said right-of-way line along the arc of a circular curve to the left having a radius of 853.31 feet an arc distance of 317.50 feet (Chord: S 1-34-35 W 315.65 feet) to an existing iron rod, said point being the northeast corner of the Kroger Properties, Inc. property as described in Deed Book 6049, Page 697 of said registry; thence N 62-48-41 W 452.90 feet to an existing iron rod; thence N 16-29-28 W 99.92 feet to an existing iron rod, said point being the southeast corner of the Liberty North Carolina, Inc. property as described in Deed Book 5918, Page 614 of said Registry; thence with its line N 22-32-26 E 347.12 feet to an existing iron rod, said point being the southwest corner of Lot 1; thence with the southerly line of Lot 1. S 77-31-37 E 363.72 feet to the point and place of beginning, containing 4.472 acres or 194,802.82 square feet of land as shown on a survey prepared by R.B. Pharr & Associates, P.A. dated July 9, 1996, last revised December 4, 2002 and furthermore being known as Lot 2, Marine Midland Addition as shown on a plat bearing the same name recorded in Map Book 24, Page 916 of the Mecklenburg County Public Registry.

TOGETHER WITH a drainage easement for surface water from the above described property in the drainage ditch or swale, the center line of which is described as follows:

To find the beginning point, commence at the southwestern corner of the property described as Lot 2 herein above, and proceed thence S 62-48-41 E 75.00 feet to the beginning point; thence with the center line of the drainage ditch in nine (9) calls as follows: 1) S 10-30 E 95 feet; 2) S 28 E 100 feet; 3) S 20-30 E 100 feet; 4) S 32-30 E 100 feet; 5) S 37-45 E 210 feet; 6) S 31-30 E 180 feet; 7) S 34 E 110 feet; 8) S 28-30 E 90 feet; 9) S 42-17-41 E 123.29 feet. Being the same easement established in Deed recorded in Book 4397 at Page 480 of the Mecklenburg County Public Registry and in Deed recorded in Book 5290 at Page 755 of the Mecklenburg County Public Registry.



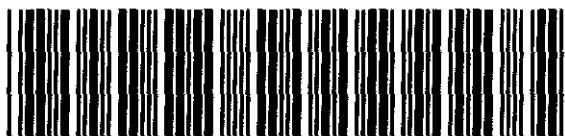
JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

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Filed For Registration: 02/03/2003 04:15 PM  
Book: RE 14780 Page: 600-606  
Document No.: 2003022193  
ESMT 7 PGS \$29.00  
Recorder: SERENA ROSS

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State of North Carolina, County of Mecklenburg

The foregoing certificate of LYNN REYNOLDS , R SCOTT MCCUTCHEON Notaries are certified to be correct.  
This 3 RD of February 2003

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



2003022193