

FOR REGISTRATION JUDITH A. GIBSON  
 REGISTER OF DEEDS  
 MECKLENBURG COUNTY, NC  
 2006 MAR 15 03:33 PM  
 BK: 20145 PG: 511-537 FEE: \$89.00

INSTRUMENT # 2006049058



Excise Tax \$ \_\_\_\_\_ Recording Time, Book and Page \_\_\_\_\_

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_

Verified by \_\_\_\_\_ County on \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

This instrument was prepared by  
 and after recording return to:  
 Gottlieb & Smith, P.A.  
 Attn: Jeffrey DeGood  
 PO Box 51  
 Columbia, SC 29202

**SUPPLEMENTAL AGREEMENT REGARDING DECLARATION OF EASEMENTS,  
 COVENANTS, CONDITIONS AND RESTRICTIONS (DEED BOOK 8104, PAGE 274),  
 AMENDMENT TO RELEASE AND EASEMENT AGREEMENTS (DEED BOOK 7742,  
 PAGE 04 AND DEED BOOK 7311, PAGE 747)  
 AND  
 DECLARATION**

(remainder of this page intentionally left blank)

**SUPPLEMENTAL AGREEMENT REGARDING DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS (DEED BOOK 8104, PAGE 274),  
AMENDMENT TO RELEASE AND EASEMENT AGREEMENTS (DEED BOOK 7742,  
PAGE 04 AND DEED BOOK 7311 PAGE 747)  
AND  
DECLARATION**

This Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274), Amendment to Release and Easement Agreements (Deed Book 7742, Page 04, and Deed Book 7301, Page 747) and Declaration ("Agreement") is entered into this 13<sup>th</sup> day of March, 2009, by and between Mountain Island (E&A), LLC, a South Carolina limited liability company ("Mountain Island"), whose address is 1901 Main Street, Suite 900, Columbia, SC 29201 and E&A Southeast Limited Partnership, a Delaware limited partnership ("E&A Southeast"), whose address is 1901 Main Street, Suite 900, Columbia, SC 29201.

**RECITALS:**

A. Mountain Island is the owner of the real property described on **Exhibit A** (the "Mountain Island Tract"). Mountain Island desires to subdivide the Mountain Island Tract into Parcel A and Parcel B as described on **Exhibit B** (all references in this Agreement to Parcel A or Parcel B shall mean and refer to Parcel A and Parcel B, respectively, as defined on **Exhibit B**).

B. E&A Southeast is the owner of the real property described on **Exhibit C** (the "E&A Southeast Tract").

C. The E&A Southeast Tract and a portion of the Mountain Island Tract are subject to that certain Declaration of Easements, Covenants, Conditions, and Restrictions for Mountain Island Marketplace Shopping Center, dated March 31, 1995, recorded in the Office of the Register of Deeds for Mecklenburg County in Book 8104 at Page 274, as amended by First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions For Mountain Island Marketplace Shopping Center, dated May 22, 1995, recorded in the Office of the Register of Deeds for Mecklenburg County in Book 8175 at Page 255 (collectively, the "ECCR").

D. The E&A Southeast Tract and Mountain Island Tract includes all of the land areas defined as the "Shopping Center Tract" and "Adjacent Tract" in the ECCR; except, Parcel B of the Mountain Island Tract also includes certain additional land area that is not subject to the ECCR (the portion of Parcel B that is not subject to the ECCR is more particularly described on **Exhibit D** and is referred to in this Agreement as the "Additional Land". Therefore, E&A Southeast and Mountain Island are the "Owners" (as defined in the ECCR) of all of the Shopping Center Tract and Adjacent Tract and Mountain Island is also the owner of the contiguous Additional Land (being a part of Parcel B) that is not subject to the ECCR. The portion of Parcel B that is currently subject to the ECCR is partly within the boundaries of the Shopping Center Tract and partly within the Boundaries of the Additional Tract.

E. Mountain Island is the current holder of all right, title and interest of the "Developer" under the ECCR pursuant to that certain Assignment and Agreement dated February 25, 2005, recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Book 18395, at Page 605.

F. Pursuant to Section 1.47 of the ECCR, the Developer is entitled, without joinder of any other party to unilaterally add other property to the Shopping Center Tract. Also, pursuant to Section 9.15 of the ECCR, the Owners of the Shopping Center Parcels may enter into separate agreements, which, as between such parties, modify their respective rights and obligations under the ECCR.

G. Mountain Island contemplates on even date with this Agreement conveying Parcel B to a third party and desires to enter into this Agreement to provide for the integrated development and operation of the entire Parcel B with the balance of the Mountain Island Tract and the E&A Southeast Tract under the ECCR and, in certain cases, modifying the provisions of the ECCR as same affect the Shopping Center Parcels and/or Adjacent Tract.

H. The Mountain Island Tract may be subject to the terms and provisions of that certain Release and Easement Agreement recorded in Book 6750 at Page 359 in the Office of the Register of Deeds for Mecklenburg County, said instrument being re-recorded in Book 7311 at Page 747 in said Registry and amended by that certain Amendment to Release and Easement Agreement and Relocation of Easement recorded in Book 7742 at Page 4 in said Registry, which instrument provides for a perpetual access easement over a portion of the Mountain Island Tract but which may be relocated by the owner of the burdened property.

#### **AGREEMENT:**

E&A Southeast and Mountain Island, for themselves, their successors and assigns, hereby declare that the E&A Southeast Tract and the Mountain Island Tract shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged or otherwise encumbered subject to the following covenants, conditions, easements, rights and restrictions:

1. The above recitals are incorporated herein by reference.
2. All capitalized terms used in this Agreement shall have the same meaning set forth in the ECCR (as defined in the above recitals) unless the context clearly requires otherwise.
3. Except as otherwise provided or limited herein, Mountain Island, as "Developer" under the ECCR, hereby declares that all of Parcel B (inclusive of the Additional Land) is hereby added to the "Shopping Center Tract" and "Property" under the ECCR and shall be owned, held, transferred, conveyed and occupied subject to the benefits, agreements, covenants, conditions, and restrictions set forth in the ECCR as part of the Shopping Center Tract. All references in the ECCR to "Shopping Center Tract" or "Property" shall include Parcel B. Mountain Island and E&A Southeast, as the Owners of the Shopping Center Tract and the Adjacent Tract and as the owner Parcel B, as applicable, hereby acknowledge and agree that Parcel B is added to the

“Shopping Center Tract” and included within the term “Property” as used in the ECCR. The parties hereto expressly acknowledge and agree that no Owner of an Outparcel shall be granted any rights to enforce the provisions of this Agreement against the Owner of Parcel B.

4. Notwithstanding that Parcel B is added to and included within the term "Shopping Center Tract" under the ECCR, as between the Owners of the Shopping Center Parcels and/or Adjacent Tract (as applicable), only, the following provisions of the ECCR are hereby modified:

4.1. Parcel B shall be excluded from the “Shopping Center Common Area” for all purposes under the ECCR and the definition of “Shopping Center Common Area” in Section 1.45 of the ECCR shall be deemed to exclude Parcel B.

4.2. Parcel B shall be exempt from the provisions of Section 4.1 (b) of the ECCR with the intent that the Owner of Parcel B may subdivide Parcel B at any time without the necessity of first obtaining the consent of the Developer.

4.3. Parcel B shall not be entitled to the benefit of the easements granted for the benefit of each of the other Shopping Center Parcels under Sections 2.1, 2.4, 2.5, 2.6, 2.7, 2.8, and 2.9 of the ECCR and Mountain Island hereby quitclaims and releases any right, title or interest that Parcel B may have in and to the easements created under such sections burdening the other Shopping Center Parcels. The other Shopping Center Parcels shall not be entitled to the benefit of the easements granted in Sections 2.1, 2.4, 2.5, 2.6, 2.7, 2.8, and 2.9 of the ECCR over Parcel B and Mountain Island and E&A Southeast mutually quitclaim and release any right, title or interest that such other Shopping Center Parcels may have in and to the easements created under such sections burdening Parcel B. However, the easements granted under Sections 2.2 and 2.3 of the ECCR shall continue to benefit and burden Parcel B and the other Shopping Center Parcels and/or Adjacent Tract (as applicable), respectively, but only as and to the extent provided for under the ECCR. Notwithstanding any provision in the ECCR or this Agreement to the contrary, but subject to Section 10 below, the owner of Parcel B shall be required to detain and retain all storm water on Parcel B, and shall not discharge or release storm water on, upon, or across the Shopping Center Tract or the Adjacent Tract, including, without limitation, into the Water Detention Basin.

4.4. Notwithstanding Section 5.1 of the ECCR to the contrary, the Owner of Parcel B shall be solely responsible for all maintenance and repair of all storm water drainage lines and facilities located within Parcel B.

4.5. Except as provided below, the Owner of Parcel B shall not be required to contribute to Common Area Maintenance Costs attributable to the Shopping Center Common Area under Section 5.3(a)(2) of the ECCR other than with respect to Common Area Maintenance Costs attributable to (i) the Collector Road (for purposes hereof, the term “Collector Road” shall include, without limitation, the pavement and, to the extent provided, any traffic signage, parking, irrigations systems, landscaping, landscaping islands, medians, sidewalks, cross-walks, lighting fixtures and lighting structures, utilities and related improvements and amenities existing from time to time with respect to the operation, lighting and/or use of the Collector Road), and (ii) any common Utility Lines and facilities servicing both Parcel B and one or more other Shopping Center Parcels. With respect to Common Area Maintenance Costs attributable to the

performance of Developer's obligations with respect to the Collector Road, any common Utility Lines and facilities servicing both Parcel B and one or more other Shopping Center Parcels, then the Owner of Parcel B shall reimburse the Developer such Parcel B Owner's prorata share of such items in the manner provided under Section 5.3 (a) (2), (b) and (c) of the ECCR. To the extent any element of Common Area Maintenance Costs are incurred in part with respect to items reimbursable by the Owner of Parcel B and in part to other Common Area Maintenance Costs not reimbursable by the Owner of Parcel B, then the Developer shall have the right in its reasonable discretion to equitably allocate the portion of such Common Area Maintenance Costs attributable to Parcel B. For purposes of allocating Common Area Maintenance Costs among the Shopping Center Parcels, the denominator for allocating any Common Area Maintenance Costs to which Parcel B does not contribute under the above provision shall exclude the Floor Area in all Building(s) on Parcel B.

5. The Collector Road and the Water Detention Basin (both the Temporary Water Detention Basin and Permanent Water Detention Basin) are relocated to the areas indicated on the plan attached hereto as **Exhibit E**. The legal description for the centerline of the Collector Road is described on **Exhibit F** and the Collector Road shall have a sixty (60') foot right of way.

6. The "Perpetual Easement" as defined in the Release and Easement Agreement recorded at Deed Book 6750, Page 359 and Deed Book 7311, Page 747 in the Office of the Register of Deeds for Mecklenburg County, and as amended in that certain Amendment to Release and Easement Agreement and Relocation of Easement recorded in Book 7742, Page 004 in said Registry, to the extent same is a valid and subsisting easement, is hereby relocated to the location of the Collector Road as relocated above (the "Relocated Perpetual Easement Area"). The Relocated Perpetual Easement Area, as required by the terms of the original recorded Release and Easement Agreement, contains roadway construction and improvements that either duplicate or improve upon the roadway construction and improvements within the prior location of the Perpetual Easement. Also, as required by the terms of the original recorded Release and Easement Agreement, the Relocated Perpetual Easement Area provides reasonably similar direct access from Mount Holly-Huntersville Road to the original terminus of the Perpetual Easement into the Robinson Tract, as defined in the Release and Easement Agreement. Each Owner of Parcel quitclaims and releases any right, title or interest that may exist in favor of such Perpetual Easement as same may burden the balance of the Shopping Center Tract or Adjacent Tract (the sole right of ingress and egress over the Shopping Center Tract and Adjacent Tract for the benefit of Parcel B being as provided for under the other provisions of this Agreement).

7. Mountain Island and E&A Southeast hereby establish and create for the benefit of, and as an appurtenance to, Parcel B and each Owner of Parcel B from time to time and their respective Permittees, and for the benefit of the Shopping Center Parcels (other than Parcel B) and to each Owner of such Shopping Center Parcels, respectively, perpetual non-exclusive rights, privileges and easements for the passage of vehicles and for the passage and accommodation of pedestrians over, across and through the roadways, driveways, curbcuts, walkways and sidewalks located within and constituting part of the Collector Road. The Owner of Parcel B and each of the Shopping Center Parcels shall use reasonable efforts to assure that construction traffic to and from Parcel B shall not interfere with the use and enjoyment of the Collector Drive by others and the Owner of each Shopping Center Parcel shall reimburse the

Developer 100% of the increase in maintenance costs of the Collector Drive or for repair or maintenance costs due to any damage to the Collector Drive caused by construction traffic over such Collector Drive in connection with the development or redevelopment of any such Owner's parcel. Developer reserves the rights specified in Section 2.1(e) and (f) of the ECCR with respect to such easement areas constituting the Collector Road. In the event that a connecting road or drive is established between Parcel B and Bellhaven Boulevard, then the Shopping Center Parcels and each Owner of such Shopping Center Parcels, respectively, shall have perpetual non-exclusive rights, privileges and easements over and between the Collector Road and such road or drive area to provide pedestrian and vehicular access to such road or drive area. The Developer shall have the right to relocate portions of the Collector Road without the consent of the Owner of Parcel B provided that a reasonably equivalent means of direct, paved two-way public access to and from Parcel B is maintained at all times between Mt. Holly-Huntersville Road and Parcel B. The parties further agree to offer the Collector Road for public dedication as a paved public roadway and agree to enter into any documents or instruments as may be reasonably necessary in order to dedicate the Collector Road and to obtain acceptance of same for public maintenance (including, without limitation, releasing the easement rights granted under this paragraph to the extent required in connection with such public dedication of the Collector Road for public road purposes).

8. Mountain Island, in its capacity as the "Developer", on behalf to itself, its successors and assigns agrees that in exercising its right to approve "Plans" pursuant to Section 4.4 of the ECCR that the Developer agrees not to unreasonably withhold, condition, or delay approval of Plans submitted by the owner of Parcel B.

9. Without the consent of the Developer under the ECCR, Parcel B shall only be used for the operation of an office/medical office building and buildings and no other use; provided, the incidental provision of retail services not otherwise in violation of the ECCR shall be permitted as an incidental use to a medical office use (e.g. the sale of eyeglasses and prescription eyewear incidental to the provision of ophthalmologic services). However, in no event shall any such incidental retail use violate the specific restrictions on use set forth in the ECCR. The parties acknowledge and agree that such office/medical office use is a permitted use under Section 6.1(ii) of the ECCR and is consistent with uses normally found in community oriented retail shopping centers.

10. The parties acknowledge that the natural pre-development flow of storm water from Parcel B may run from Parcel B across the Shopping Center Tract and/or Adjacent Tract and that same shall be permitted to continue at predevelopment disbursements and concentrations and in accordance with water quality standards. In the event the Owner of Parcel B later determines that it is necessary in connection with the initial development of Parcel B as a medical office building site to discharge or pipe storm water under, across, or upon the Shopping Center Tract and/or Adjacent Tract into the Water Detention Basin, then the Developer and Owner of the Shopping Center Tract and/or Adjacent Tract agrees not to unreasonably withhold approval of plans permitting same provided such plans do not interfere with such Owner's and/or Developer's development or increase the costs to Owner and/or Developer in connection with such development, sufficient capacity exists within the Water Detention Basin and related drainage systems to accommodate such storm water or the Owner of Parcel B pays

all costs to upgrade such Water Detention Basin and related drainage systems to accommodate such storm water and Developer and the Owner of Parcel B mutually agree to an equitable allocation of costs and maintenance with regard to such facilities and drainage across the Shopping Center Tract and/or the Adjacent Tract. If the Owner of Parcel B requests in writing the right discharge or pipe storm water under, across, or upon the Shopping Center Tract and/or Adjacent Tract into the Water Detention Basin and the plans therefore are approved in accordance with the foregoing provisions, then (but only then) Parcel B also shall have the benefit of, and be subject to, the storm water drainage easements and provisions set forth in Section 2.4 of the ECCR as a portion of the Shopping Center Tract and Parcel B shall be obligated to contribute to the Common Area Maintenance Costs of the Water Detention Basin and related facilities pursuant to and in accordance with Section 5.3 of the ECCR..

11. As between the Owners of the Shopping Center Parcels and Adjacent Land, in the event of any conflict between this Agreement and the ECCR, then the terms and provisions of this Agreement shall control.

12. This Agreement may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken together as one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

SIGNED, SEALED AND DELIVERED effective as of the date first set forth above.

WITNESSES: **MOUNTAIN ISLAND (E&A), LLC**, a South Carolina limited liability company [SEAL]

Print Name: Andrea N. Robbins

By: Edens & Avant Realty, Inc., a South Carolina corporation

Print Name: HOLLY W. AYCOCK

By:   
Jodie W. McLean, President

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND     )                             **ACKNOWLEDGMENT**

I HOLLY W. AYCOCK, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purposes stated therein and that she is the President of Edens & Avant Realty, Inc., a South Carolina corporation, which is the sole member of Mountain Island (E&A), LLC, a South Carolina limited liability company, and that by authority duly given she executed the foregoing instrument on behalf of Edens & Avant Realty, Inc. acting for and on behalf of Mountain Island (E&A), LLC as the act and deed of the foregoing Mountain Island (E&A), LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 13 day of March, 2006

Notary Public:   
Print Name: HOLLY W. AYCOCK

My Commission Expires: 2-4-15  
[OFFICIAL STATE SEAL]





STATE OF NORTH CAROLINA    )        **CONSENT OF LENDER**  
   )        **TO SUPPLEMENTAL AGREEMENT**  
   )  
 COUNTY OF MECKLENBURG    )

RE: Deed of Trust, Security Agreement, Financing Statement, Fixture Filing, and Assignment of Leases, Rents and Security Deposits dated as of September 18, 1998 from E&A Southeast Limited Partnership, as grantor, to Charles H. Hedgepath, as trustee, for the benefit of Secore Financial Corporation, as beneficiary, recorded September 24, 1998 in the office of the Register of Deeds for Mecklenburg County, North Carolina in Book 9936, Page 255 (“Deed of Trust”), Assignment of Leases, Rents and Security Deposits from E&A Southeast Limited Partnership, as assignor to Secore Financial Corporation, as assignee, dated September 18, 1998, recorded in the office of the Register of Deeds for Mecklenburg County, North Carolina on September 24, 1998 in Book 9936 on Page 286 (“Assignment of Leases”) and UCC-1 Financing Statement, dated September 24, 1998 and recorded in File No. 98-13340 in the office of the Register of Deeds for Mecklenburg County, North Carolina (“Financing Statement”), all as the foregoing instruments may have been assigned of record ( the Deed of Trust, Assignment of Leases, and Financing Statement are collectively referred to as the “Security Instruments”).

FOR VALUE RECEIVED, the undersigned, the current trustee and beneficiary, respectively, under the above-referenced Deed of Trust, and the undersigned Lender as the current holder of the other above-referenced Security Instruments, does hereby consent to the foregoing Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274), Amendment to Release and Easement Agreements (Deed Book 7742, Page 04, and Deed Book 7301, Page 747) and Declaration (the “Agreement”) between Mountain Island (E&A), LLC, a South Carolina limited liability company (“Mountain Island”) and E&A Southeast Limited Partnership, a Delaware limited partnership (“E&A Southeast”) and does hereby unconditionally subordinate said Security Instruments and rights arising under said Security Instruments to the foregoing Agreement.

Signed, sealed, and delivered as of the 28th day of December, 2005.

[Signatures on Following Page]

WITNESSES:

LENDER:

WELLS FARGO BANK, N.A. (F/K/A NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION), AS TRUSTEE FOR THE MORGAN STANLEY CAPITAL I INC. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1998-XL2

*Ronald G. Middleton*  
Print Name: Ronald G. Middleton  
Witness

By: Midland Loan Services, Inc., a Delaware corporation, as attorney-in-fact

*M.D. Hamilton*  
Print Name: M. D. Hamilton  
Witness

By: *Brad Hauger* (SEAL)  
Brad Hauger, Senior Vice President

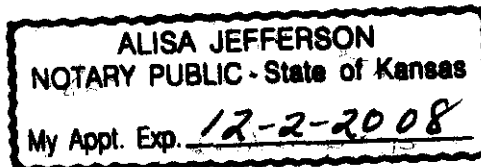
STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

This instrument was acknowledged before me on DEC. 28, 2005, by Brad Hauger as Senior Vice President of Midland Loan Services, Inc., a Delaware corporation, the Master Servicer and Attorney-in-Fact for Wells Fargo Bank, N.A. (Fk/a Norwest Bank Minnesota, National Association), as trustee for the Morgan Stanley Capital I Inc. Commercial Mortgage Pass-Through Certificates Series 1998-XL2.

*Alisa Jefferson*  
Print Name: ALISA JEFFERSON  
Notary Public in and for said  
County and State

My Appointment Expires:

12-2-2008



WITNESSES:

Faye Erickson  
Print Name: FAYE ERICKSON

TRUSTEE:

Charles Hedgepath  
Charles Hedgepath, Trustee

Amanda Douglas  
Print Name: Amanda Douglas

STATE OF South Carolina  
COUNTY OF Richland }

ACKNOWLEDGMENT

I Amanda Douglas, a Notary Public for the state and county aforesaid, do hereby certify that Charles Hedgepath personally appeared before me this day and acknowledged that he voluntarily signed the foregoing document for the purposes stated therein and that he is the Trustee of the above referenced Deed of Trust, and that by authority duly given he executed the foregoing instrument as Trustee for the purposes stated in such instrument and he is personally known to me.

Witness my hand and official seal this 9th day of March, 2006

Notary Public: Amanda Douglas  
Print Name: Amanda Douglas

My Commission Expires:

3-17-13

[OFFICIAL STAMP OR SEAL]



EXHIBIT A

Mountain Island Tract  
(see attached)



EXHIBIT B

Parcel A and Parcel B

( see attached legal  
descriptions and  
corresponding plat )

**EXHIBIT B**

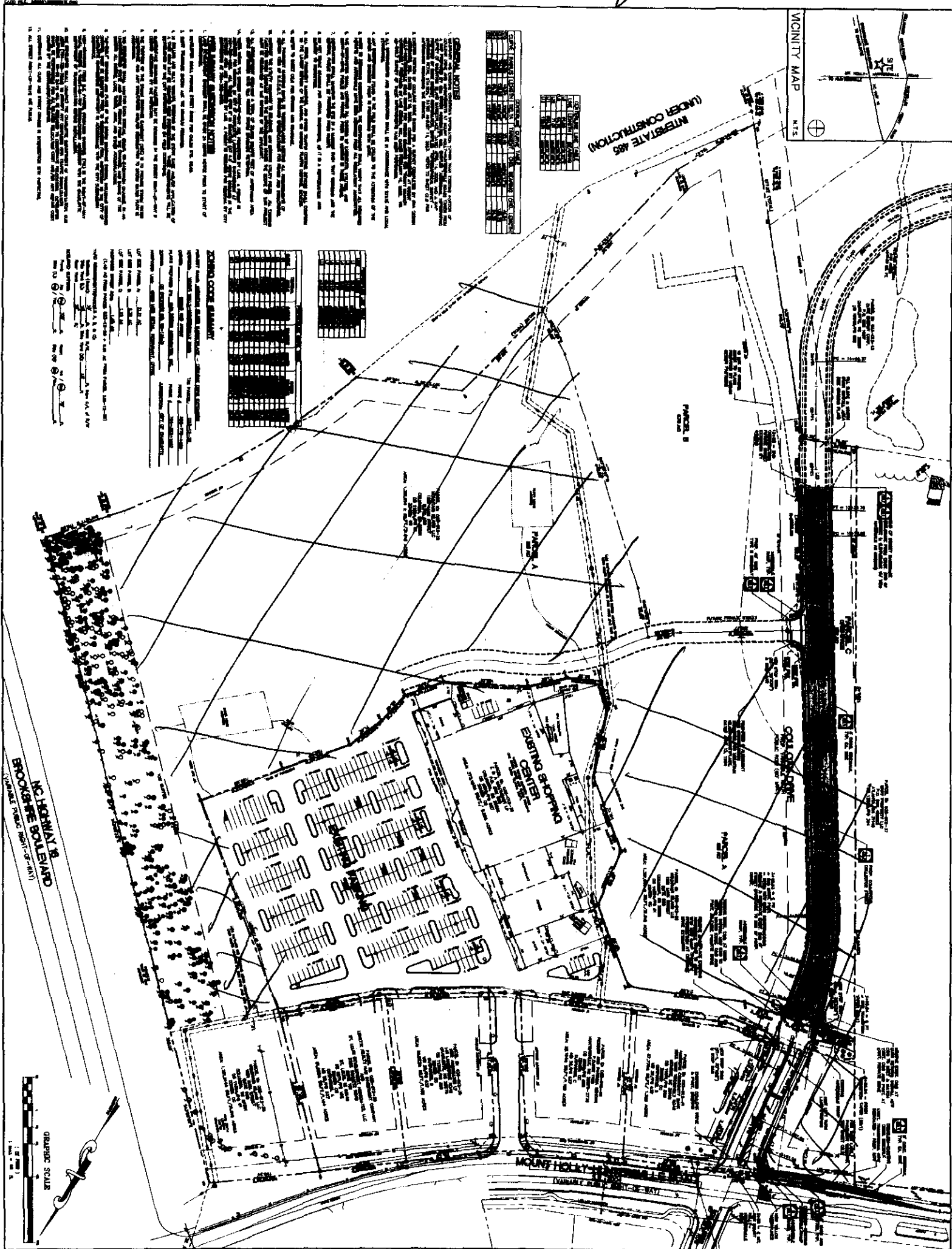
Legal Description for Parcel A

That certain piece, parcel or lot of land known as Parcel A as shown on a plat entitled "Subdivision Plat of: Mountain Island Market Place Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 45 at Page ~~598~~ **393** in the land records of Mecklenburg County, North Carolina.

Parcel A is as cross-hatched on the attached plan.



New  
Parcel A  
Exhibit B 1 of 2



**GENERAL NOTES**

1. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF CHARLOTTE, NORTH CAROLINA.
2. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT OF THE STATE OF NORTH CAROLINA.
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19. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT OF THE STATE OF NORTH CAROLINA.
20. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT OF THE STATE OF NORTH CAROLINA.

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20. THE SUBDIVISION IS TO BE DEVELOPED IN ACCORDANCE WITH THE SUBDIVISION ACT OF THE STATE OF NORTH CAROLINA.

PROJECT NO.	589865
DATE	07/28/2011
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
DATE	...
PROJECT NO.	589865
DATE	07/28/2011
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...
DATE	...

**MOUNTAIN ISLAND MARKETPLACE**  
**COULOK DRIVE EXTENSION**  
 CHARLOTTE, NORTH CAROLINA

**SUBDIVISION SITE PLAN**



**GNA DESIGN ASSOCIATES, Inc.**  
 428 East Fourth Street  
 Suite 408 (704) 373-1907  
 Charlotte, NC 28202

Planning & Landscape Architecture & Civil Engineering

**EXHIBIT B**

Legal Description for Parcel B

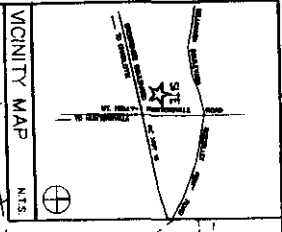
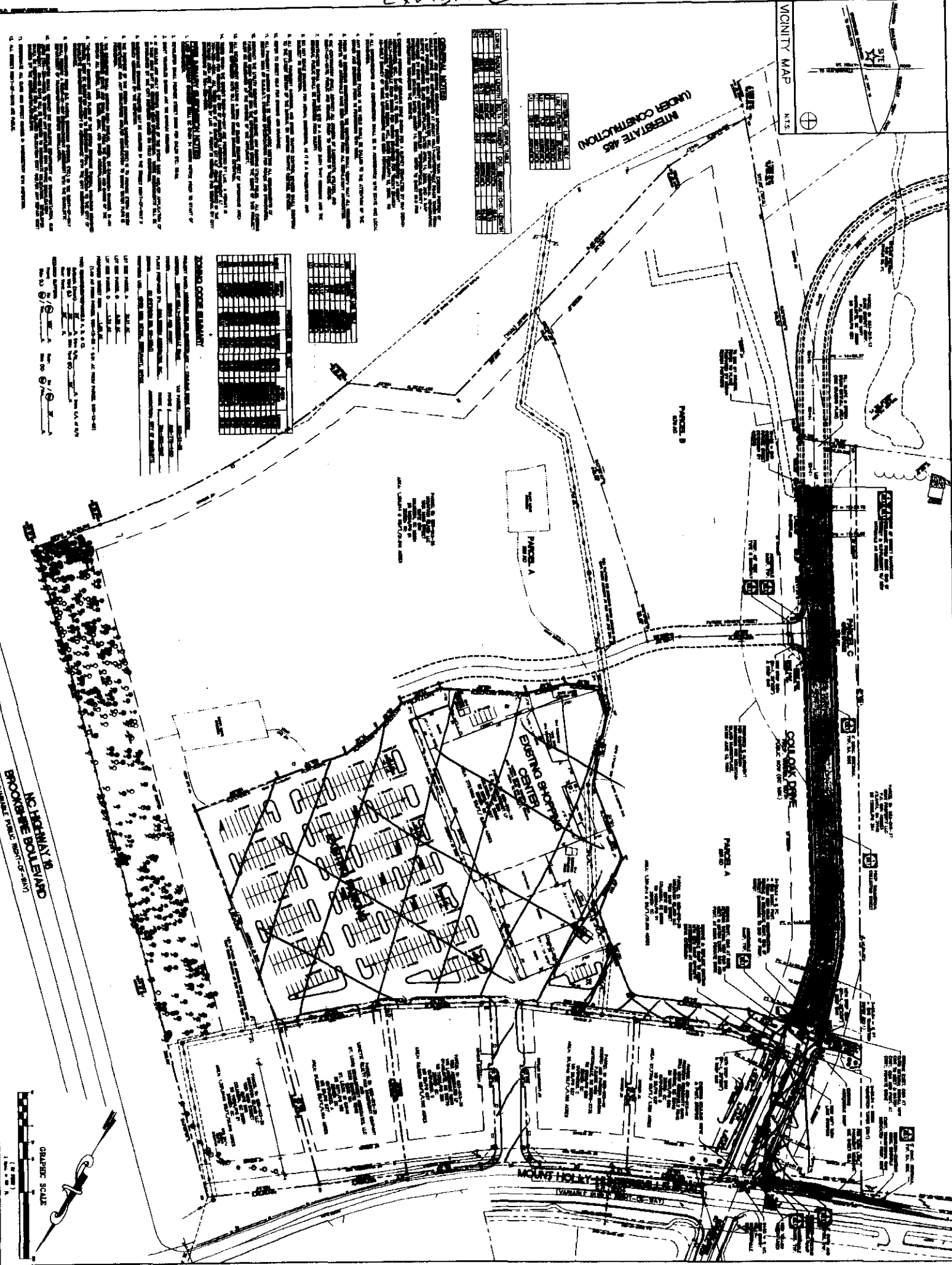
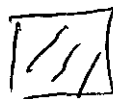
That certain piece, parcel or lot of land known as Parcel B as shown on a plat entitled "Subdivision Plat of: Mountain Island Market Place Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 45 at Page ~~395~~ <sup>393</sup> in the land records of Mecklenburg County, North Carolina.

Parcel B is as cross-hatched on the attached plan.



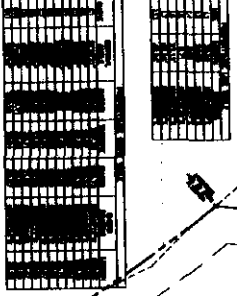
EXHIBIT C  
E&A Southeast Tract  
(see attached plat)

Existing  
 EtA Southeast Tract  
 (Collateral)  
 Exhibit C



**GENERAL NOTES:**

1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
2. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.
3. ALL UTILITIES SHALL BE DEEPENED AND REPAIRED TO DEPTH AS SHOWN ON THESE PLANS.
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02.0	59065	DATE: 07/28/2010	PROJECT: MOUNTAIN ISLAND MARKETPLACE

**MOUNTAIN ISLAND MARKETPLACE**  
**COULOAK DRIVE EXTENSION**  
 CHARLOTTE, NORTH CAROLINA

**SUBDIVISION SITE PLAN**

**GNA DESIGN ASSOCIATES, Inc.**

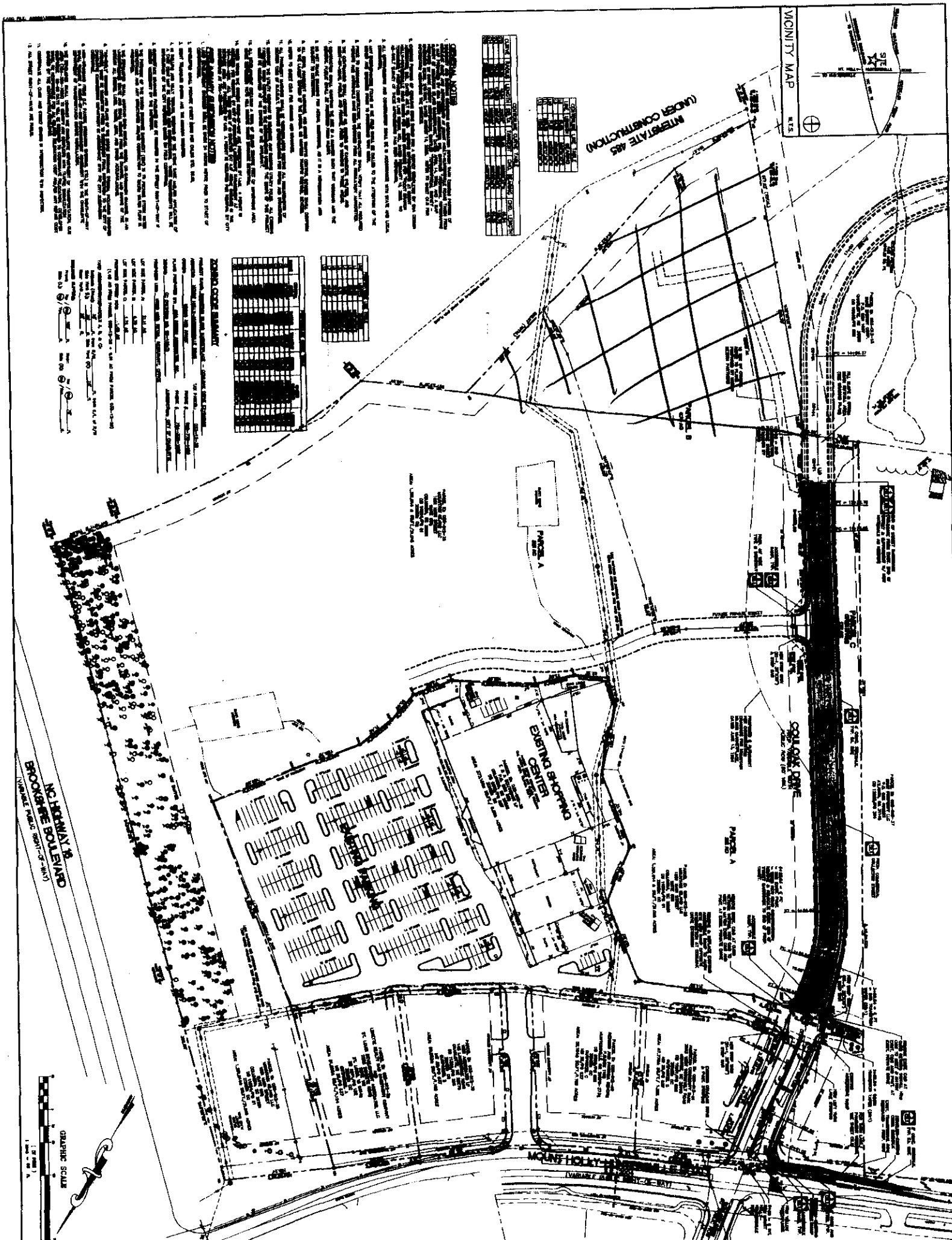
428 East Fourth Street  
 Suite 400 (704) 373-1907  
 Charlotte, NC 28202

Landscape Architecture & Civil Engineering

EXHIBIT D

Additional Land  
(see attached plat)

# Additional Land Exhibit D



PROJECT NO.	58865
DATE	07/20/04
SCALE	AS SHOWN
BY	[Signature]
CHECKED BY	[Signature]
DATE	07/20/04
PROJECT NO.	58865
DATE	07/20/04
SCALE	AS SHOWN
BY	[Signature]
CHECKED BY	[Signature]
DATE	07/20/04

**MOUNTAIN ISLAND MARKETPLACE**  
**COULOAK DRIVE EXTENSION**  
 CHARLOTTE, NORTH CAROLINA

**SUBDIVISION SITE PLAN**



**GNA DESIGN ASSOCIATES, Inc.**

428 East Fourth Street  
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 Charlotte, NC 28202

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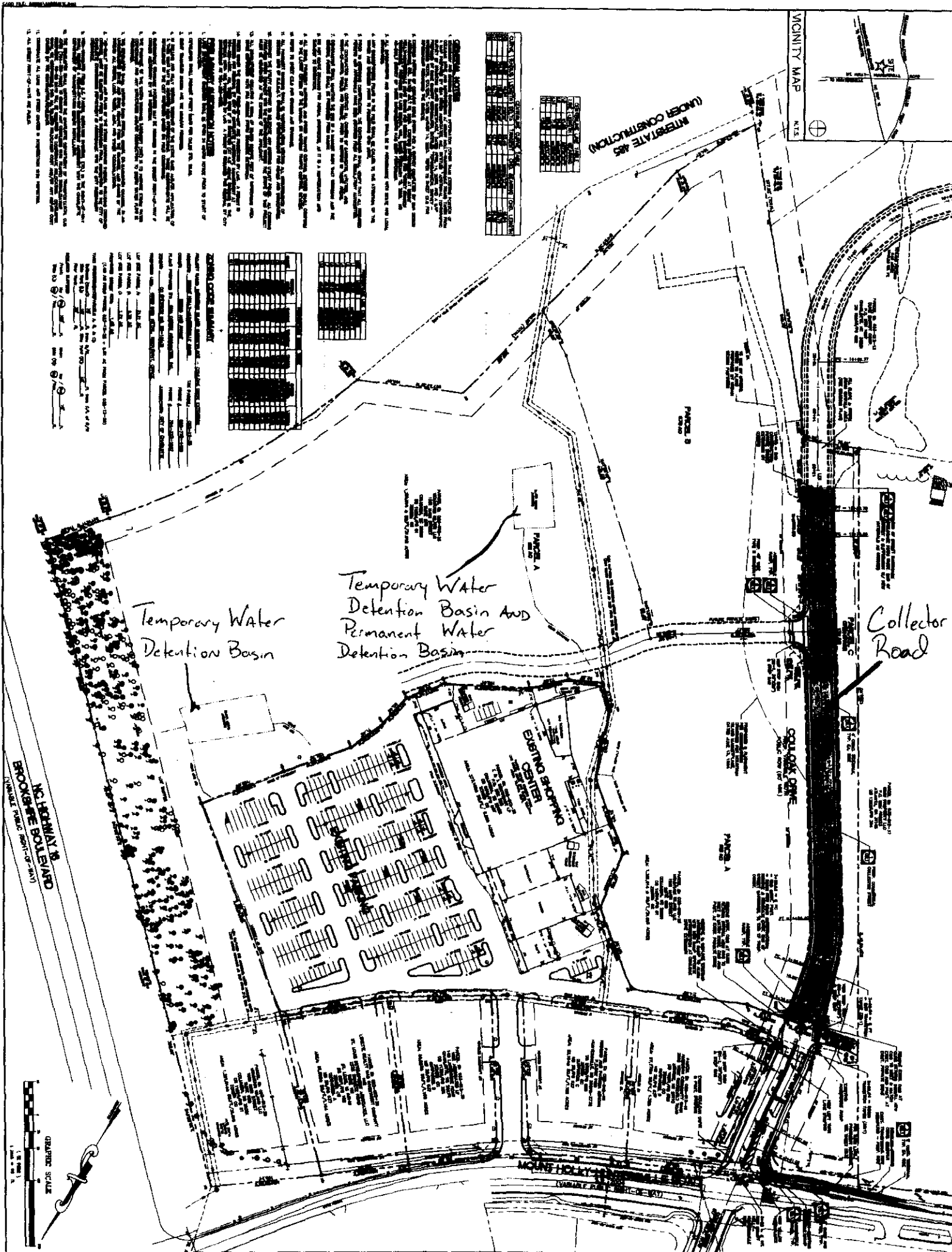
C2.0

EXHIBIT E

Site Plan  
(see attached plat)



# Site Plan Exhibit E



**GENERAL NOTES**

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE OWNER.
4. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT.
5. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.
6. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF THE PROJECT.
7. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE PROJECT.
8. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE LIABILITY OF THE PROJECT.
9. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO THE PROJECT.
10. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE DESTRUCTION OF THE PROJECT.
11. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF THE PROJECT.
12. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE THEFT OF THE PROJECT.
13. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE INJURY TO THE PROJECT.
14. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE DEATH OF THE PROJECT.
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22. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF THE PROJECT.
23. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE THEFT OF THE PROJECT.
24. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE INJURY TO THE PROJECT.
25. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE DEATH OF THE PROJECT.

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PROJECT NO.	50965
DATE	02/27/02
SCALE	AS SHOWN
BY	...
CHECKED BY	...
DATE	...
PROJECT NO.	50965
DATE	02/27/02
SCALE	AS SHOWN
BY	...
CHECKED BY	...
DATE	...

**MOUNTAIN ISLAND MARKETPLACE  
COULOAK DRIVE EXTENSION**  
CHARLOTTE, NORTH CAROLINA

---

**SUBDIVISION SITE PLAN**



**GNA DESIGN ASSOCIATES, Inc.**  
428 East Fourth Street  
Suite 408 (704) 373-1807  
Charlotte, NC 28202

Landscape Architecture • Civil Engineering

EXHIBIT F

Legal Description of Collector Road

The area labeled "Couloak Drive (60' Public Right-of-Way) on that certain Subdivision Plat of Mountain Island Market Place, Paw Creek Twonship, City of Charlotte, Mecklenburg County, North Carolina, drawn by GNA Design Associates, Inc., dated August 16, 2005 and recorded March 8, 2006, in the Office of the Register of Deeds for Mecklenburg County, North Carolina in Map Book 45, at Page 393.



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

**PLEASE RETAIN YELLOW TRAILER PAGE**

It is part of the recorded document, and must be submitted with original for re-recording  
and/or cancellation.

\*\*\*\*\*

**Filed For Registration:** 03/15/2006 03:33 PM  
**Book:** RE 20145 **Page:** 511-537  
**Document No.:** 2006049058  
**RESTR 27 PGS \$89.00**  
**Recorder:** MAXINE HAITH



2006049058