

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
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**SUPPLEMENTAL AGREEMENT REGARDING DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS (DEED BOOK 8104, PAGE 274)
AND
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

Dated: March 14, 2008

By and Between:

Mountain Island (E&A), LLC

and

E&A Southeast Limited Partnership

Prepared by and return to:

Gottlieb & Smith, P.A.
Post Office Box 51
Columbia, SC 29202
Attn: Durham T. Boney, Esquire

This instrument was prepared by and should be returned to:
Gottlieb & Smith, P.A.
Post Office Box 51
Columbia, SC 29202
Attn: Durham T. Boney, Esquire

NOTE TO RECORDER: THIS INSTRUMENT IS TO BE INDEXED UNDER THE NAME OF MOUNTAIN ISLAND (E&A), LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND E&A SOUTHEAST LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AS BOTH GRANTORS AND GRANTEEES.

**SUPPLEMENTAL AGREEMENT REGARDING DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS (DEED BOOK 8104, PAGE 274)
AND
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

This Supplemental Agreement Regarding Declaration of Easements, Covenants, Conditions and Restrictions (Deed Book 8104, Page 274) and Declaration of Easements, Covenants, and Restrictions ("**Declaration**") is entered into effective this 14 day of March, 2008, 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 (the words "Mountain Island", "E&A Southeast" to include their respective heirs, successors, and assigns to the Mountain Island Tract and E&A Southeast Tract, respectively, as defined below; as used herein, the term "**Parties**" shall mean Mountain Island and E&A Southeast and the term "**Party**" shall mean Mountain Island or E&A Southeast, as the reference shall make applicable).

RECITALS:

A. Mountain Island is the owner of that certain real property described on **Exhibit A** ("**Parcel A-1**") and that certain real property described on **Exhibit B** ("**Parcel A-2**"). Parcel A-1 and Parcel A-2 are collectively referred to herein as the "**Mountain Island Tract**".

B. E&A Southeast, an affiliate of Mountain Island, is the owner of that certain real property described on **Exhibit C** (the "**E&A Southeast Tract**"), which real property is adjacent to the Mountain Island Tract.

C. The E&A Southeast Tract and the Mountain Island Tract, among other parcels, 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, North Carolina 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 aforesaid records in Book 8175 at Page 255, as affected and amended by that certain

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, dated March 13, 2006, recorded in aforesaid records for Mecklenburg County in Book 20145, Page 511 (collectively, the "ECCR").

D. The E&A Southeast Tract and Parcel A-1 are each a "Shopping Center Parcel", as defined in the ECCR. Parcel A-2 is part of the "Adjacent Tract", as defined in the ECCR.

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. All references in this Declaration to "Developer" shall mean and refer to the "Developer" under the ECCR.

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", as defined in the ECCR. 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 the effective date of this Declaration conveying Parcel A-2 to State Employees' Credit Union, or its designee, and desires to enter into this Declaration to provide for the integrated development and operation of Parcel A-2 with the balance of Parcel A-1 and the E&A Southeast Tract under the ECCR and, in certain cases, to impose certain additional easements, restrictions and covenants for the benefit of one or more Parties.

DECLARATION:

For and in consideration of the foregoing recitals and other good and valuable consideration, each Party, respectively, for itself, its successors and assigns, hereby declares, establishes, grants, conveys, imposes, restricts and provides as follows:

1. **Recitals.** The above recitals are incorporated herein by reference.
2. **Definitions.** The following capitalized terms are defined in addition to any other terms defined in the above preamble, recitals or elsewhere in this Declaration (and such terms shall have the indicated meaning set forth below to the exclusion of the same or any similar terms as may be defined in the ECCR unless otherwise indicated):

Access Drives – The paved driveway areas located within Access Easement Area #1, Access Easement Area #2, and that certain "Access Easement Area" as described and delineated in the Grant of Easement and Agreement. The term Access Drives shall include, without limitation, the pavement and, to the extent provided, any traffic signage, sidewalks, 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 Access Drives.

Access Easement Area #1-- The area designated as "Access Easement Area #1" on the Parcel Plan and being more particularly described by metes and bounds on Exhibit D. Access Easement Area #1 is a portion of the entrance drive area located in the E&A Southeast Tract and connecting to the public right of way known as Couloak Drive.

Access Easement Area #2 – The area designated as "Access Easement Area #2" on the Parcel Plan and being more particularly described by metes and bounds on Exhibit E. The centerline of Access Easement Area #2 is along the common boundary line between Parcel A-1 and Parcel A-2 as depicted on the Parcel Plan. The southern boundary of Access Easement Area #2 is contiguous to the northern boundary of that certain "Access Easement Area" as described and delineated in the Grant of Easement and Agreement.

Adjacent Tract – As defined in the ECCR.

Building – Any permanently enclosed structure placed, constructed or located on a parcel, as the reference shall make applicable, which for the purpose of this Declaration shall include any building appurtenances such as stairs leading to or from a door, canopies, supports, enclosed loading docks, and other outward extensions of such structure.

Building Areas – The areas within which Buildings are constructed or contemplated to be constructed from time to time in accordance with the provisions of this Declaration and the ECCR.

Common Area Maintenance Costs – As defined in the ECCR.

Default Rate – An interest rate equal to the lesser of (i) one and one-half percent (1 ½ %) per month; or (ii) the maximum rate permitted by law, from the due date.

Developer – As defined in the ECCR.

E&A Southeast Tract – As defined in Recital B above.

ECCR – As defined in Recital C above.

Expenses – As defined in Section 9.4 below.

Floor Area – The floor area calculated in square feet located on each floor level (including basements) in any Building (measured from the exterior of each exterior wall). The term Floor Area also shall include any other Building Areas or appurtenances (e.g. mezzanines, attic space) to the extent otherwise included in the calculation of "Gross Floor Area" for zoning code requirements. Within thirty (30) days after receipt of a request therefore, the Owner of Parcel A-2 shall cause its architect to certify to the Developer the amount of Floor Area applicable to such Owner's parcel. During any period of rebuilding, repairing, replacement or

reconstruction of a Building, the Floor Area previously attributable to Parcel A-2 shall be deemed to be the same as existed immediately prior to such period. Upon completion of such rebuilding, repairing, replacement or reconstruction, the Owner owning Parcel A-2 shall cause a new determination of Floor Area for such parcel to be made in the manner described above, and such determination shall be sent the Developer upon request.

Grading Plan – That certain grading plan entitled “State Employees’ Credit Union, Mountain Island lake Office, Address – TBA, Charlotte, North Carolina”, labeled L1201Sheet 3 of 5, prepared by O’Brien/Atkins Associates, PA, for the grading of Parcel A-2, a copy of which is attached hereto as **Exhibit H**.

Grant of Easement and Agreement -- That certain Grant of Easement and Agreement by and among Mountain Island, E&A Southeast, Mt. Holly-Huntersville Medical I, LLC, a North Carolina limited liability company, Mt. Holly-Huntersville Medical II, LLC, a North Carolina limited liability, EKO Properties, LLC, a North Carolina limited liability company, and Mt. Island Medical Plaza Condominium Owners Associations, Inc., a North Carolina non-profit corporation, recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina, in Book 23164, Page 446.

Mountain Island Tract – As defined in Recital A above.

Outparcels – As defined in the ECCR.

Owner – The fee simple owner or owners (whether one or more) of any one or more parcels, as the reference shall make applicable. Declarant is the current Owner of Parcel A-1 and Parcel A-2. E&A Southeast is the current Owner of the E&A Southeast Tract. Any grant of easements or other rights contained in this Declaration that are granted for the benefit of an Owner of a particular parcel shall be construed to mean that the grant is for the benefit of both the current Owner and any subsequent successor-in-title Owner or Owners of such applicable parcel, or any portion thereof; provided, the easements and rights granted shall only be exercisable by any particular Owner or Owners during the period that such Owner or Owners retain fee simple title to the applicable parcel, or portion thereof. However, the term Owner shall not include any governmental or quasi-governmental entity or utility acquiring any portion of an applicable parcel for highway, utility or other public purposes. In the event of the sale or conveyance of Parcel A-2, the transferee shall provide notice of the transfer together with the notice address and other contact information for the transferee to the Developer (pending such notice Developer shall be entitled to continue to send notices to and deal with the prior Owner of such transferred parcel as if such transferor were the Owner thereof). To the extent Parcel A-2 is owned by more than one Owner, then such Owners shall designate in writing one of their number for purposes of receiving notices and invoices of assessments from Developer under this Declaration and for assuming responsibility on behalf of such Owners for collecting and remitting assessments to Developer and otherwise exercising the rights of the “Owner” of Parcel A-2 under this Declaration. A copy of such written agreement shall be provided to Developer.

Parcel A-1 – As defined in Recital A above.

Parcel A-2 – As defined in Recital A above.

Parcel B - “Parcel B” as defined in that certain 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, dated March 13, 2006, recorded in the Office of the Register of Deeds for Mecklenburg County in Book 20145, Page 511.

Parcel Plan – The parcel plan attached hereto as **Exhibit F** and incorporated herein by reference. Notwithstanding attachment of the Parcel Plan to this instrument and except as otherwise expressly provided herein, the attachment of the Parcel Plan does not constitute a representation, warranty, or covenant on the part of any Owner or Developer to construct or maintain the improvements shown on the Parcel Plan except as expressly provided for under this Declaration.

Party – As defined in the preamble above.

Permittees – The tenants, tenants’ employees and customers, licensees, customers, employees, and occupants of any Owner.

Shopping Center Parcel – As defined in the ECCR.

Shopping Center Tract – As defined in the ECCR.

Sign Easement Area – The area labeled as “Sign Easement Area” on the Parcel Plan and being more particularly described by metes and bounds on **Exhibit G**.

Utility Easement Area – The portion of Parcel A-2 depicted as “15’ Utility Easement” and “30’ Access Easement”, respectively, on the Parcel Plan together with the portion of Parcel A-2 within fifteen (15) feet of the centerline of the existing 24”/36” RCPs running along the eastern boundary of Parcel A-2 as depicted on the Parcel Plan.

Water Detention Basin - As defined in the ECCR.

3. **Supplemental Agreements Regarding ECCR.**

3.1 Subject to the terms of this Declaration, Mountain Island, as “Developer” under the ECCR, hereby waives and relinquishes any right to add Parcel A-2 to the “Shopping Center Tract” under Section 1.47 of the ECCR. The Parties agree that Parcel A-2 shall at all times be deemed to be part of the “Adjacent Tract” as defined in the ECCR for all purposes under the ECCR.

3.2 For the benefit of each Party, the Parties affirm the grant of storm water drainage easements under Section 2.4 of the ECCR, which is incorporated herein by reference, subject to the following additional terms and conditions between the Parties affecting Parcel A-2:

3.2.1 No portions of the Water Detention Basin shall be located or relocated within Parcel A-2 other than underground piping and surface drainage inlets that may from time to time be located by Developer or the Owners of the E&A Southeast Tract or Parcel A-1 within the Utility Easement Area.

3.2.2 The Developer shall cause the Water Detention Basin to be designed, permitted, upgraded, constructed and maintained to provide sufficient capacity to handle all post-development runoff from Parcel A-2 assuming that no on-site detention ponds, basins or underground storage systems for storm water capacity or retention will be maintained within Parcel A-2 (other than any required LIDs as provided for below) and the total impervious area of Parcel A-2 will not exceed 70% of the total acreage of Parcel A-2, which percentage is the maximum that is permitted by current zoning regulations for Parcel A-2 assuming Parcel A-2 were not part of an integrated shopping center parcel and was a stand-alone parcel. The Developer shall complete such work required to upgrade the existing Water Detention Basin in accordance with a construction schedule and work letter separately agreed to between Developer and the Owner of Parcel A-2. The Developer will be responsible for all storm water quality measures required by the City of Charlotte or other applicable governmental authorities with respect to the initial design and construction of the Water Detention Basin in order to provide sufficient storm water capacity to accommodate Parcel A-2.

3.2.3 The Owner of Parcel A-2, at its sole cost and expense, shall be responsible for installation, operation, maintenance, repair and replacement of all storm drainage piping, catch basins and other storm water related facilities that are required: (i) to be constructed within Parcel A-2 necessary to direct the flow of storm water from Parcel A-2 into the Water Detention Basin outside of Parcel A-2; and (ii) to be constructed outside of Parcel A-2, but that exclusively service Parcel A-2, in order to direct the flow of storm via underground piping extending from Parcel A-2 to the location of the detention pond area for the Water Detention Basin on the Site Plan (the exact location and plans and specifications for installation of such underground piping to be subject to the prior approval of Developer and the Owner of Parcel A-1, such approval not to be unreasonably withheld, conditioned or delayed). The Owner of Parcel A-2 also shall be responsible, at such Owner's sole cost and expense, for complying with Low Impact Development (LID) practices with respect to Parcel A-2's development as may be required by the City of Charlotte or other applicable governmental authorities now or in the future.

3.2.4 From time to time, the Owner of Parcel A-1, at such Owner's sole cost and expense, shall be permitted to relocate portions of the Water Detention Basin (together with any underground piping or other facilities constructed by the Owner of Parcel A-2 within Parcel A-1 pursuant to Section 3.2.3 above) within such Owner's parcel or to place portions of such Water Detention Basin underground within its parcel; provided, however, the plans and specifications for such modifications to the Water Detention Basin shall be subject to the prior written approval of Developer, not to be unreasonably withheld, conditioned or delayed, all such modifications shall comply with all applicable governmental laws, rules and regulations and be constructed in a good and workmanlike manner, and the Water Detention Basin, as modified, shall continue at times to provide for sufficient drainage capacity and storm water quality

requirements in order to adequately service the Shopping Center Parcels (excluding Parcel B, except to the extent otherwise provided under the ECCR) and Parcel A-2.

3.3 The Owner of Parcel A-2 shall procure and maintain in full force and effect insurance of the same types and amounts, and subject to the same terms and requirements, including, without limitation, designation of Developer and the other Owners as an additional insured with respect to all public liability policies, as if Parcel A-2 were included as a Shopping Center Parcel under the provisions of Section 6.12 of the ECCR.

4. **Access Easements.**

4.1 Subject to the terms of this Declaration, E&A Southeast grants and imposes on Access Easement Area #1 for the benefit of Parcel A-2, the Owners of Parcel A-2, its successors, successors-in-title, assigns and Permittees, a non-exclusive, appurtenant, perpetual easement and right of way for ingress and egress for vehicular and pedestrian traffic over and across Access Easement Area #1 and for access to and from Couloak Drive. The Owner of Parcel A-2 also shall have the right to establish and maintain a curb cut and drive entrance between Parcel A-2 and Access Easement Area #1 within the location depicted on the Parcel Plan; provided, the plans and specifications for establishing such curb cut and drive entrance shall be subject to approval of both the Developer and the Owner of the E&A Southeast Tract, such approval not to be unreasonably withheld, conditioned or delayed.

4.2 Subject to the terms of this Declaration, Mountain Island grants and imposes on Access Easement Area #2 for the benefit of Developer, the E&A Southeast Tract, Parcel A-1 and Parcel A-2, the Owners of the E&A Southeast Tract, Parcel A-1 and Parcel A-2, their successors, successors-in-title, assigns and Permittees, non-exclusive, reciprocal, appurtenant, perpetual easements and rights-of-way, including construction and maintenance easements, for (i) access, ingress and egress for vehicular and pedestrian traffic over, upon, along, across and through Access Easement Area #2; and (ii) constructing, maintaining, operating, repairing and replacing from time to time a paved driveway and curb cuts, related curbing, sidewalks, lighting facilities, underground utility systems (including, without limitation, sanitary sewer, storm sewer, water, electricity, gas and telecommunications), directional/traffic signage and related improvements within the Access Easement Area #2. The plans and specifications for all improvements within Access Easement Area #2 shall be subject to approval by Developer, such approval not to be unreasonably withheld, conditioned or delayed. Unless another Owner of Parcel A-2 or the E&A Southeast Tract requires that a paved driveway be constructed within Access Easement Area #2 on an earlier date (in which case such Owner may proceed to construct such drive in accordance with plans and specifications approved by Developer), the Owner of Parcel A-1 shall construct a paved driveway within Access Easement Area #2 at the time of construction of Buildings on Parcel A-1. The Owner that constructs driveway improvements within Access Easement Area #2 shall be responsible for all costs of design, permitting and construction of such improvements. In grading and constructing such driveway improvements, each Party shall be permitted to grade onto areas adjacent to the Access Easement Area #2 as reasonably required to complete such construction provided that such Party repairs any damage to other improvements due to such activity and the plan for such work is approved by Developer.

5. **Utility Easements.**

5.1. Mountain Island grants and imposes on Parcel A-2 for the benefit of Developer, Parcel A-1 and the E&A Southeast Tract, the Owners of Parcel A-1 and the E&A Southeast Tract, their respective successors, successors-in-title, and assigns, perpetual, appurtenant, non-exclusive easements on, upon, across and under the Utility Easement Area to construct, install, use, maintain, replace, upgrade and repair underground utility services (including, but not limited to cable television, telephone, water, electricity, natural gas, sanitary sewer and storm sewer) and distribution systems within the Utility Easement Area. Upon completion of any installation, maintenance, repairs or replacements to utilities located within the Utility Easement Area, the Developer or Owner performing such installation, maintenance, repairs or replacements shall return the affected landscaping (excluding trees and large shrubs, which need not be replaced), pavement, curbing and sidewalks within the Utility Easement Area to substantially the condition existing prior to such installation, maintenance, repairs or replacements of utilities located within the Utility Easement Area. The Owner of Parcel A-2 shall not construct any Buildings or other structures within the Utility Easement Area. Upon request by any Owner of Parcel A-1 or the E&A Southeast Tract, the Owner of Parcel A-2, at the expense of the requesting Owner, agrees to record a specific easement locating any utilities installed within the Utility Easement Area and to join in granting utilities installed within the Utility Easement Area to the applicable public utility on the easement form customary for such utility.

5.2. E&A Southeast grants and imposes on the E&A Southeast Tract for the benefit of Parcel A-2, the Owner of Parcel A-2 and its successors, successors-in-title, and assigns, perpetual, appurtenant, non-exclusive easements to construct, install, maintain, repair and replace a sewer connection tie in to the existing fifteen (15') feet public sanitary sewer line easement located on the E&A Southeast Tract adjacent to the northeast boundary line of Parcel A-2. The right to exercise such easement shall be subject to the following terms: (i) the location of the tie in and the plans and specifications and work plan (including construction schedule and work dates) therefore shall be subject to the approval of the Owner of the E&A Southeast Tract and Developer; (ii) any construction work within the easement area shall be done in a manner so as not to interfere with service vehicles and access to service areas to the rear of the existing Buildings located on the E&A Southeast Tract; and (iii) the Owner of Parcel A-2 shall promptly repair any damage to pavement, landscaping, and other improvements on the E&A Southeast Tract such that all such improvements are returned to the condition existing immediately prior to the performance of such work. The Owner of the E&A Southeast tract shall have the right, from time to time and at its sole cost and expense, to relocate the easement area for such sewer connection tie in provided under this Section 5.2.

6. **Signage Easement; Occupant Sign Panels On Identification Sign.**

6.1 Subject to the provisions of this Declaration, Mountain Island grants and imposes on the Sign Easement Area for the benefit of Developer, the E&A Southeast Tract and Parcel A-1, and the Owners of the E&A Southeast Tract and Parcel A-1, their respective successors, successors-in-title, and assigns, a perpetual, exclusive, appurtenant easement to construct, maintain, operate, repair and replace an identification sign, monument/pylon sign and/or other icon feature and related improvements and landscaping within the Sign Easement

Area. Mountain Island further grants and imposes for the benefit of Developer, the E&A Southeast Tract and Parcel A-1, and the Owners of the E&A Southeast Tract and Parcel A-1, their respective successors, successors-in-title, and assigns, perpetual, non-exclusive, appurtenant easements on, across and under the Utility Easement Area and portions of Parcel A-2 outside of Building Areas as may be reasonably necessary to provide for ingress and egress to and from the Sign Easement Area and to install, use, maintain, replace, upgrade and repair underground utilities necessary to service the improvements in the Sign Easement Area. The plans and specifications for any identification, monument/pylon signage, icon feature, landscaping and/or other improvements within the Sign Easement Area shall be subject to the prior written approval of Developer, which may be given or withheld in Developer's sole discretion, and the Developer shall have the right to exclusively control the nature of any signage or icon feature improvements to be constructed and maintained in the Sign Easement Area.

6.2 The Developer shall have the sole and exclusive right to designate and approve tenants and occupants entitled to place and maintain occupant signage panels on any identification, monument or pylon signage constructed within the Sign Easement Area. The Developer shall have the right to assign and designate panel areas on any such signage within the Sign Easement Area to such tenants or occupants within the Shopping Center Tract as Developer may from time to time determine and upon such terms and conditions as Developer may agree in writing in its sole discretion and judgment.

7. **Nature of Easements Granted; No Public Use and Dedication.**

7.1 **Generally.** The easements and covenants granted in this Declaration shall constitute easements and covenants running with the land. The easements are intended to be commercial in nature and appurtenant. The Parties agree to cooperate with each other in a reasonable manner in operation of the easements and exercising of rights contemplated under this Agreement.

7.2 **No Rights Granted in Public.** The creation of easements pursuant to this Declaration does not create rights in the public at large.

7.3 **Prevention of Dedication and Prescriptive Rights.** The Owner of the E&A Southeast Tract and the Owner of Parcel A-1, respectively, shall have the right, after thirty (30) days prior written notice to each other Owner, to close temporarily all or any portion of the Access Drives serving the E&A Southeast Tract and Parcel A-1, respectively, but only to such extent as may be necessary to prevent a dedication of such private roadways serving the center to the public or any governmental agency or subdivision, or the creation of a prescriptive right in or to such roadways in the public or any such agency or subdivision; provided that the closing of such roadways shall, to the extent possible, be scheduled for non-business days or Sundays.

7.4 **Limitation of Access over Easement Areas during Construction and Maintenance.** The access, parking, common area and utility easement rights granted in this Declaration may be limited during periods of construction or maintenance of the applicable easement areas by the Owner or other party responsible for such construction or maintenance hereunder; provided, after initial construction, all such construction and maintenance shall be performed in a manner and time designed to minimize the interference with exercise of the

easement rights granted under this Declaration and all such construction and maintenance shall be completed with due diligence.

7.5 **Reasonable Rules and Regulations.** The Developer shall have the right to adopt, modify and/or rescind from time to time reasonable rules and regulations of uniform application to all Parties using Access Drives.

7.6 **Conveyance of Certain Easements to Public Utilities.** Upon request by Developer, the requested Owners agree to join in instruments conveying the main trunk line of any sewer or water line or other public utility installed in the Utility Easement Area in accordance with the provisions of this Declaration to the applicable public utility or authority.

8. **Restrictions, Covenants and Conditions on Building Improvements and Uses Within Parcel A-2.** Mountain Island hereby grants and imposes the following restrictions, covenants and conditions on Parcel A-2, which shall run with the land and be binding upon Parcel A-2, the Owner of Parcel A-2, its respective successors, successors-in-title, and assigns, and shall enure to the benefit of the Developer, the E&A Southeast Tract and Parcel A-1, and the Owners of the E&A Southeast Tract and Parcel A-1, their respective successors, successors-in-title, and assigns except as otherwise expressly indicated below:

8.1 All construction activities within Parcel A-2 shall be performed in compliance with all governmental requirements. All construction shall be performed in a good, safe, workman-like manner and in a manner that will not interfere with the use or occupancy of Parcel A-1 or the E&A Southeast Tract.

8.2 All Buildings shall be set back at least thirty (30) feet from each property boundary line for Parcel A-2. Except for curb cuts and entrance drives running perpendicular to such areas and except for underground utilities and landscaping, no parking or drive areas or other improvements or structures shall be located by the Owner of Parcel A-2 within the Utility Easement Area. No curb cuts and entrance drives shall be constructed to Parcel A-2 except in such number and locations as approved by the Developer. Curb cut and entrance drives are approved in the general locations and number shown on the Parcel Plan, but the Developer may approve the relocation and/or construction of alternate curb cut and drive locations.

8.3 The parking area on Parcel A-2 shall contain sufficient parking spaces in order to independently comply with governmental requirements, without reliance upon any parking spaces located outside of such parcel area (whether by easement or otherwise) and without the benefit of any variance or parking waiver. Parcel A-2 also shall contain a minimum of five (5) striped hard surface parking spaces (with dimensions of at least nine (9) feet in width and eighteen (18) feet in depth) per 1,000 square feet of Floor Area and such parking spaces shall be constructed and maintained at all times during which business operations are operated.

8.4 No dirt, fill materials, and/or top soil resulting from any excavation or grading activities within Parcel A-2 shall be disposed and hauled off outside of Parcel A-2 unless the Owner of Parcel A-2 first offers to provide such excess dirt, fill materials and/or top soil to Developer without charge. At least thirty (30) days prior to commencing any excavation or grading activities within Parcel A-2 that will likely result in quantities of excess dirt, fill

materials, and/or top soil not required for the development of Parcel A-2, the Owner of Parcel A-2 shall provide Developer a copy of the grading and excavation plans for such work together with an estimation of the amount of excess dirt, fill materials and/or top soil resulting from such development activities. Developer shall have a right to receive and review copies of any geotechnical reports in the possession or control of the Owner of Parcel A-2 regarding the area in which such excavation or grading will be conducted. Upon reasonable notice to the Owner of Parcel A-2, Developer shall have the right to enter Parcel A-2 for the purpose of conducting additional geotechnical testing of areas in which such excavation or grading is to take place to determine if the excess dirt and/or fill materials from such areas are suitable as structural fill for Developer's purposes. No excess dirt, fill materials and/or top soil not required for the development of improvements within Parcel A-2 shall be stockpiled within Parcel A-2 or disposed of or sold off-site if Developer designates a suitable place within Parcel A-1 for the Owner of Parcel A-2 to stockpile or place such excess materials at the time of excavation and grading. Owner shall require that its grading contractor segregate excess top soil and excess structural fill materials into separate stockpiles if Developer elects to accept such materials pursuant to this provision. If Developer elects to accept such materials pursuant to this provision, then the Owner of Parcel A-2 shall execute a bill of sale or other instrument in form reasonably requested by Developer to confirm title to such excess dirt, fill materials and/or top soil vested in Developer or its designee. If Developer elects not to accept any such excess dirt, fill materials and/or top soil within thirty (30) days after receipt of a written request from the Owner of Parcel A-2 to make such election, then the Owner of Parcel A-2 shall have the right to dispose of such excess materials off-site. No dirt or fill materials shall be stockpiled within Parcel A-2 other than for limited parcels during construction and as required in connection with the development of Improvements on Parcel A-2. At a minimum, the Owner of Parcel A-2 agrees to complete the grading of Parcel A-2 in accordance with the Grading Plan within six (6) months after the date of this Declaration and to haul and stockpile excess dirt, fill materials and top soils cut from Parcel A-2 in accordance with such Grading Plan to such location within Parcel A-1 as Developer may designate in writing prior to commencement of such work (it being the intent of the parties that Developer intends to use such fill materials to construct improvements to the Water Detention Basin and to fill other areas within Parcel A-1); provided, as long as from and after the date of this Declaration the Owner of Parcel A-2 has exercised all diligent efforts to obtain any permits required to complete the above work, such six (6) month period shall be extended a reasonable period of time for delays in permitting not due to the fault of the Owner of Parcel A-2.

8.5 Architectural Compatibility/Submissions of Plans/Developer's Approval Rights. It is the intention of Developer that all Buildings and other improvements within Parcel A-2 be constructed, installed, erected, operated and maintained so that such Building and other improvements with Parcel A-2 shall be aesthetically and architecturally harmonious with the other improvements developed on the existing Shopping Center Tract. Accordingly, except as otherwise provided herein, all Buildings and related improvements within the Parcel A-2, including the initial construction and any alterations, additions, exterior remodeling or reconstruction of any Buildings or other improvements following the initial construction thereof, shall be performed only in accordance with Plans (as hereinafter defined) approved by Developer for such work as provided herein. Prior to the commencement of the construction and installation of any Building(s) and other improvements whatsoever on said Parcel A-2, or any part thereof, by an Owner or Permittee, such Owner or Permittee shall deliver to Developer, in

triplicate, detailed plans and specifications for such proposed Building(s) and other improvements (collectively, the "Plans"), including and encompassing (at a minimum) the following:

i. scaled elevations [including all architectural details and showing all sides and accurate grade at a scale of one-fourth (1/4) inch equals one (1) foot], exterior design concepts and specifications, material selections and specifications (including samples) and color (including samples) for the exterior surfaces of the proposed Building(s) and other improvements;

ii. a complete site plan and specifications [which shall be dimensional and based on a scale of one (1) inch equals forty (40) feet or larger] (a) showing the location and size of the proposed Building(s) and all other improvements on Parcel A-2, including, without limitation, trash receptacles, trash compactors, service areas, storage areas, mechanical and electrical equipment, fencing, structural screening, landscaping screening and other Building appurtenances, loading areas, walks, walkways, sidewalks, roadways, driveways, curbs and gutters and other improvements, and (b) providing details as to the location, size and type of all pipes, lines conduits, and appurtenant equipment and facilities for the provision of sanitary sewage, storm water, water, electricity, gas telephone, steam and other utility services to serve such Parcel A-2;

iii. a signage plan and specifications showing the scaled elevations, design concepts, lighting fixture type (if applicable), lighting method (if applicable), material selections (including samples), color (including samples), configuration, location, height, size, and verbiage for all signage to be located on Parcel A-2;

iv. a landscaping plan and specifications showing the proposed landscaping, including detailed information regarding the species, type, height, caliper and spacing of all trees, shrubs and other landscaping, reflecting the locations of all berms, providing the height and toe of all berms and including plans and specifications for the landscaping irrigation facilities to be installed;

v. a lighting plan and specifications reflecting the plans and specifications for all exterior lighting fixtures, poles and facilities (including, without limitation, the location, height, size, fixture type, fixture shape, fixture and lighting color, fixture material and lighting method) to be installed on Parcel A-2, including, without limitation, the lighting facilities to be installed in or near parking and driveway areas (and, to create a uniform lighting effect, Developer may require the lighting plans and specifications for Parcel A-2 to be to the standard used by Developer in connection with the First Phase as defined in the ECCR);

vi. a detailed grading and drainage plan and specifications for Parcel A-2 (as the case may be), providing, without limitation, all relevant data and calculations with regard to the quantity and direction of storm water runoff from Parcel A-2 (as the case may be) and the size, location and material types for all pipes, catch basins, headwalls, ditches, swales, and other drainage structures and improvements, including, any proposed drainage structures and locations with Parcel A-1 and exclusively servicing Parcel A-2 in order to tie same into the Water Detention Basin; and

vii. relevant information and documentation with respect to the finished grade elevation and topography [which shall show topography at two (2) foot contours and shall be based on a scale of one (1) inch equals forty (40) feet or larger] of Parcel A-2 (as the case may be).

In addition to sample of materials and colors specifically required to be submitted as part of the Plans (as described above), Developer is entitled to request and require the submitting party to submit samples of other materials and colors identified or referenced in the Plans (for which samples may not be specifically required as part of the Plans submission described above). Except as otherwise provided below, Developer may disapprove plans for any reason, including purely aesthetic reasons, which in the sole discretion of Developer shall be deemed sufficient. Developer shall either approve or disapprove Plans within thirty (30) days of the receipt thereof, although Developer's approval of Plans may in some cases be contingent upon the approval of such Plans by one or more third parties, including other Owners and tenants in the Shopping Center Tract.

If Developer approves Plans as submitted, one (1) complete set of the Plans shall be marked "Approved" and signed by Developer and returned to the submitting party; and the remaining two (2) sets of the Plans shall be filed in Developer's office. If Developer disapproves the Plans, one (1) complete set of the Plans shall be marked "Disapproved" and signed by Developer and returned to the submitting party, accompanied by a reasonably detailed statement of items in the Plans found by Developer not to be acceptable. If Developer approves Plans for Parcel A-2, any modification or change in the approved Plans must be submitted in triplicate to Developer for review and approval in accordance with the procedure specified above. If Developer disapproves Plans for Parcel A-2, upon the resubmission to Developer of the Plans (with revisions) in triplicate, Developer shall either approve or disapprove the resubmitted Plans within twenty (20) days of the receipt thereof.

Once Developer has approved the Plans for Parcel A-2, the construction of the Building(s) and other improvements on said Parcel A-2 as described in said Plans shall be promptly commenced and diligently pursued to completion; and unless Developer agrees in writing to a different time schedule, if such construction is not commenced within eighteen (18) months following the date of Developer's initial approval of the Plans therefor, such approval shall be deemed automatically rescinded, and before construction of Building(s) and other improvements on said Parcel A-2 may be thereafter commenced, the Plans therefor must again be submitted to and approved by Developer pursuant to the terms and procedures set forth above for an initial submission of Plans.

Upon the completion of the initial construction and installation of any such Building (s) and other improvements in Parcel A-2 in accordance with approved Plans, the same shall not thereafter be changed or altered without the prior written approval of Developer (although Developer's approval of such changes or alterations may in some cases be contingent upon the approval of such changes or alterations by one or more third parties, including other Owners and tenants in the Shopping Center Tract) if such changes or alterations would materially modify the exterior appearance of such Building(s) and other improvements, which approval shall be sought

pursuant to the terms and procedures set forth above for an initial submission of Plans, and , notwithstanding the terms above, shall not be unreasonably withheld, conditioned or delayed by Developer (in accordance with the criteria set forth above). Further, Developer shall not unreasonably withhold, condition or delay its approval of any proposed changes or alterations to any existing Building(s) and other improvements (which were constructed in accordance with approved plans therefor) which are consistent with the architectural design, aesthetic quality, and exterior materials and colors of the existing Building(s) and improvements on the Shopping Center Tract, although (as described above) Developer's approval of proposed changes or alterations may in some cases be contingent upon the approval of such changes or alterations by one or more third parties, including other Owners and tenants in the Shopping Center Tract. Nothing herein shall require that Developer's approval be obtained with respect to the interior designs within enclosed Buildings or interior floor plans of the Buildings.

If Developer fails to approve or disapprove any Plans within thirty (30) days after receipt thereof by Developer (in the case of an initial submittal of Plans) or within twenty (20) days after receipt thereof by Developer (in the case of any resubmittal of Plans) and (i) provided the Plans were complete (according to the requirements and standards set forth above), (ii) provided the Plans describe Building(s) and other improvements which comply with and conform to all of the requirements of this Declaration, and (iii) provided Developer shall again fail to approve or disapprove such Plans within ten (10) days after an additional written request to respond to such Plans is delivered to Developer by the submitting party [such additional written request shall conspicuously state on a separate cover sheet that Developer's approval rights under this Declaration will expire if no response is given by Developer within the specified ten (10) day period and shall be delivered to developer by the submitting party following the expiration of the initial thirty (30) day or twenty (20) day response period (as the case may be) specified above], such Plans shall be conclusively presumed to have approved by Developer pursuant to this Declaration. Provided, however, and notwithstanding the generality of the foregoing, Developer has no right or power under this Section, by its failure to respond with respect to any Plans submitted to it within the applicable time period specified herein, to waive or grant any variances relating to any requirements or standards set forth in this Declaration.

In addition to any remedies contemplated or permitted pursuant to other provisions in this Declaration, Developer may require any Owner to restore, at the Owner's sole cost and expense, Parcel A-2 to the condition that existed prior to the installation or construction of Building(s) and/or other improvements thereon ("restoration," for purposes of this subsection, to include, without limitation, the demolition and removal of any unapproved Building(s) and/or other improvements) if such Building(s) and/or other improvements were commenced or constructed in violation of this Section. In addition, Developer may, but is not obligated to, cause such restoration to be performed and shall be entitled to all of the rights and remedies provided in Section 10 below with respect to the recovery of the costs of such restoration from the responsible Owner.

Neither Developer nor the partners, officers, directors, employees and/or agents of Developer shall be liable in damages or otherwise to any Owner or Permittee by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with any submittal or resubmittal of Plans for review and approval under this Declaration. Without the prior written

consent of Developer, no Owner, Permittee or other party who submits or resubmits Plans on behalf of an Owner or Permittee may bring an action or suit against Developer or Developer's partners, officers, directors, employees and/or agents to recover any such damages, and such parties hereby release, remise and quitclaim all claims, demands, and causes of action for damages arising out of or in connection with any mistake of judgment, negligence or nonfeasance of Developer or Developer's partners, officers, directors, employees and/or agents relating to the review and approval, disapproval or failure to respond with respect to any Plans which are submitted or resubmitted under this Declaration; and such parties hereby waive all rights and entitlements they may have under any provision or principle of law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

The approval of any Plans under this Declaration by Developer shall not impose any liability or responsibility whatsoever upon Developer or its partners, officers, directors, employees and/or agents (i) with respect to the compliance or noncompliance of any such Plans, or any Building(s) and other improvements erected or installed in accordance therewith, with applicable zoning ordinances, building codes, signage ordinances, or other applicable governmental laws, ordinances or regulations or (ii) with respect to defects in or relating to the Plans, including, without limitation, defects relating to engineering matters, structural design matters and the quality or suitability of materials.

8.6 The Owner of Parcel A-2 shall diligently complete all construction activities within Parcel A-2 as quickly as feasible, shall regularly (as needed) clean the roadways and driveways used by its construction vehicles of mud, dirt and construction debris and, upon completion of all construction activities, shall promptly restore such affected roadways and driveways to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

8.7 Subject to the terms hereof and unless Developer otherwise consents in a writing recorded in the public land records for Parcel A-2, which consent may be withheld in Developer's sole judgment and for any reason or no reason, the following use restrictions are imposed on Parcel A-2 for the benefit of the E&A Southeast Tract and Parcel A-1: (i) Parcel A-2 shall only be used, operated or leased for the operation of banks, credit unions and financial institutions, business offices and/or professional offices and for no other uses; and (ii) without limiting the foregoing, in no event shall Parcel A-2 be used, operated or leased for retail use or for the sale and display of retail merchandise. Developer may agree by a written, recorded instrument entered into with another Owner of the E&A Southeast Tract and/or Parcel A-1 not to exercise its right to consent to uses restricted under the preceding sentence without the joinder and consent of such other Owner, in which case no consent by Developer under the preceding sentence shall be valid or effective without the joinder and consent of such Owner. In addition, no part of Parcel A-2 shall be used, operated, or leased for any of the uses listed in Section 6.1(a) through (t) of the ECCR or for any uses restricted under Section 6.2 through 6.8 of the ECCR as if Parcel A-2 were part of the Shopping Center Tract.

8.8 The total Floor Area of all Buildings located within Parcel A-2 shall not exceed 20,000 square feet of gross Floor Area in the aggregate. No more than four (4)

freestanding Building structures in total shall be constructed on Parcel A-2 and no Building shall exceed 40 feet in height above the finished floor elevations for such Building. The grading plans for establishing finished floor elevations of any Building improvements within Parcel A-2 shall be subject to approval by Developer, such approval not to be unreasonably withheld, conditioned or delayed. Developer has approved the Grading Plan.

9. **Maintenance.**

9.1 **Generally.** At all times during the term of this Declaration, except as otherwise provided below, the Owner of Parcel A-2 shall keep and maintain all portions of Parcel A-2 in a clean and sightly condition consistent with the character and quality of improvements constructed on the Shopping Center Tract and otherwise in accordance with the maintenance standards for the "Common Areas" under the ECCR and the reasonable rules and regulations adopted by Developer from time to time and uniformly applied, not in conflict with any of the express provisions herein. Except as otherwise provided herein, the obligation of the Owner of Parcel A-2 contained in this section shall include, without limitation, the obligation to:

- i. Maintain all pavement on Parcel A-2 in a level, smooth, and evenly-covered condition;
- ii. Remove all papers, debris, filth, and refuse and thoroughly sweep the area to the extent reasonably necessary to keep the area in a clean and orderly condition. The Owner shall not permit the burning of any rubbish or garbage in or about Parcel A-2.
- iii. Keep in repair all directional signs, markers, and lines hereafter located on the parcel;
- iv. Keep in repair such artificial lighting facilities as may hereafter be installed or located on Parcel A-2;
- v. Maintain all perimeter walls and curbing, if any, in a good condition and state of repair;
- vi. Maintain all landscaped areas installed or located on the Parcel A-2 in a clean and orderly condition;
- vii. During any period in which portions of Parcel A-2 are vacant or unimproved, plant grass or other suitable ground cover and keep such grass or other cover mowed and trimmed in a clean and sightly condition;
- viii. Maintain in good operational order all sewer, electricity, natural gas, water, telephone, and other utility lines, pipes, and conduits; and,
- ix. Paint all painted surfaces and provide routine maintenance to all Building exteriors and roofing;

9.2 The Parties agree that the Developer shall maintain, or cause to be

maintained, the Access Drives, to the extent same is not otherwise the responsibility of the owners of the "MHHM I Tract" under the Grant of Easement and Agreement, in a good condition, reasonable wear and tear excepted, free of debris and swept clean, consistent with the maintenance standards of other first class shopping centers in the metropolitan area in which such property is located, the other provisions of the ECCR and reasonable rules and regulations adopted by Developer from time to time, not in conflict with any of the express provisions herein. Developer also shall maintain the Water Detention Basin as part of the "Common Area" under the ECCR in good functioning order and condition in compliance with applicable governmental requirements and otherwise in accordance with terms of the ECCR and this Declaration. The Owner installing any underground utilities within the Utility Easement Area shall be responsible for maintaining same in good order and condition; except to the extent same is otherwise the responsibility of the Developer under the ECCR and to the extent that such utility has been publicly dedicated and accepted for public maintenance.

9.3 The Owner of Parcel A-2 will reimburse Developer a "Pro Rata Share" (as defined below) of Expenses (as defined below) incurred by Developer with respect to maintaining, repairing, replacing, operating and managing the following items: (i) the Water Detention Basin; (ii) Access Drives; and (iii) to the extent Developer elects to maintain same, Couloak Drive and areas immediately adjacent to Couloak Drive (including the mowing of grassed areas, the maintenance of landscaped areas and cleaning of such areas and the removal of debris and trash therefore and maintaining landscaping and entrance features at the intersection of Couloak Drive and Mount-Holly Huntersville Road), notwithstanding that any such areas may have been publically dedicated.

9.4 As used herein, the term "**Expenses**" shall mean all reasonable and competitive costs and expenses of every kind and nature paid or incurred by the Developer in its reasonable discretion in the ordinary, normal course of operation, supervision, maintenance, repair and replacement of the items indicated in items (i) through (iii) of Section 9.3 of this Declaration. "Expenses" shall include, but shall not be limited to, costs of supplies and materials; costs of labor and service/maintenance contracts; costs of equipping, cleaning, lighting, traffic control, resurfacing, resealing, and maintaining all driveway areas; costs of maintaining landscaping, costs for utilities services (including retention/detention ponds, drainage facilities, lighting standards, roadways, driveways, and all expenses relating to operation of such facilities); related legal and accounting costs in compliance with the law; fees for required permits (exclusive of the charges for initial installation or construction), and property management fees not to exceed rates for comparable services by third parties at arm's length for comparable properties. To the extent expenses or costs incurred relate in part to items reimbursable by the Owner of Parcel A-2 and in part to the operation, supervision, maintenance, repair and replacement of other facilities or Common Areas under the ECCR for which such Parcel A-2 Owner does not contribute, the Developer may in its reasonable discretion fairly allocate a portion of such expenses as "Expenses" attributable to the operation, supervision, maintenance, repair and replacement of items (i) through (iii) of Section 9.3 of this Declaration. However, the term "Expenses" shall not include the initial costs of construction or placing into service of any of the facilities indicated in items (i) through (iii) of Section 9.3 of this Declaration and shall further exclude all items that are otherwise excluded from the definition of "Common Area Maintenance Costs" on page 33 of the ECCR in sub-items (i) through (viii) of

Section 5.3(b) of the ECCR.

9.5 The Parcel A-2 Owner's "**Pro Rata Share**" of Expenses shall be calculated by multiplying the total of such Expenses for the applicable period by: (y) in the case of Expenses attributable to the Water Detention Basin in item (i) of the first paragraph of this Section 9.3, by multiplying the total of such Expenses by a fraction the numerator of which is the total land area within the Parcel A-2 and the denominator of which is the total land area within the Shopping Center Tract (but excluding Parcel B); and (z) in the case of all other Expenses attributable to items (ii) and (iii) of Section 9.3 of this Declaration, by multiplying the total of such Expenses by a fraction the numerator of which is the total Floor Area within the Parcel A-2 and the denominator of which is the total Floor Area within the Shopping Center Tract and Parcel A-2 combined (but excluding from such denominator, the Floor Area in the Parcel B and the Outparcels). Any reimbursements paid to Developer by the Owners of the Outparcels or Parcel B and attributable to Expenses incurred with respect to items (i) through (iii) of Section 9.3 of this Declaration shall be deducted from the total of such Expenses before determining the Parcel A-2 Owner's Pro Rata Share of the net Expenses (for such purpose, Developer may in its reasonable discretion fairly allocate contributions received from the Owner of Parcel B and the Outparcels). Notwithstanding any provision herein to the contrary, the Parcel A-2 Owner's Pro Rata Share shall be 100% of any Expenses resulting from siltation or other damage to detention facilities or Access Drives resulting from the performance of work by the Owner of the Parcel A-2, or its contractors, or with respect to any release of hazardous wastes or substances occurring in, on, upon or from Parcel A-2.

9.6 The Owner of Parcel A-2 shall reimburse Developer for its Pro Rata Share of all Expenses, together with an administrative fee of ten (10%) percent of the total of all such Expenses with respect to items (i) through (iii) of Section 9.3 of this Declaration, within thirty (30) days after the Owner of Parcel A-2 receives an invoice therefore from the Developer. The Developer may elect, in its discretion, to reasonably estimate and budget the amount of such Expenses for each annual period and invoice the Owner of Parcel A-2 each month for 1/12th of such Owner's Pro Rata Share of budgeted annual Expenses, together with the above administrative fee. Monthly installment payments of budgeted Expenses shall be payable by the Owner of Parcel A-2 within thirty (30) days after receipt of each invoice. Developer shall reconcile any estimated monthly installment payments of budgeted Expenses with actual Expenses on at least an annual basis and provide the Owner of Parcel A-2 a reconciliation statement for such charges for the preceding calendar year and copy of the budget for the current calendar year on or prior to March 1st of each successive calendar year. To the extent the Owner of Parcel A-2 has overpaid its Pro Rata Share of Expenses based on such reconciliation, then Developer shall credit the amount of such overpayment to future Expense reimbursements. To the extent the Owner of Parcel A-2 has underpaid its Pro Rata Share of Expenses based on such reconciliation, then the Owner of Parcel A-2 shall promptly pay the balance due within thirty (30) days after receipt of such reconciliation statement. If there is more than one Owner of Parcel A-2, then such Owners shall be jointly and severally responsible for payment of any assessment under this Section.

9.7 The Owner of the Parcel A-2, upon reasonable prior written notice to Developer, shall have the right to audit and inspect Developer's books and records with respect

to Expenses and the Developer and the Owner of Parcel A-2 shall reconcile any underpayment or overpayment disclosed by such audit and inspection; provided, however, any invoices for Expenses that are not audited and objected to by the Owner of Parcel A-2 within eighteen (18) months after receipt thereof shall be deemed correct and accurate and shall not be subject to audit or further adjustment after the expiration of such eighteen (18) month period. If any such audit of year end reconciliations reveals an overbilling of Expenses in excess of five (5%) percent of such actual Expenses, then Developer will reimburse the Owner of Parcel A-2 the reasonable costs of such audit.

9.8 The Developer shall have a lien for assessments upon Parcel A-2 in the event the Owner of Parcel A-2 defaults in contributing such Owner's Pro Rata Share of Expenses (which lien shall at all times be inferior in dignity and subject and subordinate to the terms and provisions and the lien of any bona-fide, third party first mortgage or deed of trust given in good faith and for value received hereafter upon such parcel) to secure payment of such Owner's Pro Rata Share of Expenses under this Section.

10. **Rights of Owners and Enforcement, Estoppel Certificates.**

10.1 Any person acquiring fee or leasehold title to any parcel shall be bound by this Declaration only as to the parcel or portion of the parcel acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person has such interest in such parcel or portion of the parcel except each Owner shall be subject to and bound by all obligations, liabilities or responsibilities that accrue during said period of ownership or during the period of ownership of any predecessor in interest to such Owner. Although persons may be released under this paragraph, the easements, covenants and restrictions in this easement shall continue to be benefits to and servitudes upon said parcels running with the land.

10.2 With reference to any violation of this Declaration:

10.2.1 Only the Owner, or occupant as the case may be, at the time of breach, of the portion of the property which shall have been in breach of the obligations contained herein shall have any liability on account thereof; provided, a successor Owner taking title shall be responsible for any breach of the obligations contained herein with respect to any predecessor Owner at the time such successor Owner takes title and such succeeding Owner agrees to assume all such prior obligations and responsibilities of its predecessor by accepting delivery of a deed to the applicable parcel.

10.2.2 In addition to any other right which a Owner or Developer may have at law or equity by way of damages or otherwise, a Owner or Developer shall have the right to seek specific performance of the obligations, or injunctive relief against violation of the restrictions, covenants or conditions contained herein; or to enter upon the land to which such breach relates, to abate and remove the condition representing such breach, and to recover from the then Owner thereof the cost and expense of such abatement or removal (including attorney's fees), together with interest at the Default Rate from the date of such expenditure. A Owner or Developer asserting a breach hereunder shall not have any such right to enter upon such other land unless the breach claimed to have occurred shall not have been cured within thirty (30) days

after notice from the Owner or Developer asserting such breach and such Owner's or Developer's intention so to cure the same. However, no notice is required for Developer or another Owner to enter upon the premises in an emergency situation to protect life or property.

10.3 In the event that any assessments, reimbursements or other charges payable under this Declaration by the Owner of Parcel A-2 are not paid when due, then the outstanding balance payable under invoices for such assessments, reimbursements or other charges shall accrue interest at the Default Rate from and after the date due. Unless otherwise specified in this Declaration, invoices for payment of any assessments, reimbursements and other charges payable by the Owner of Parcel A-2 under this Declaration shall be due and payable within thirty (30) days after receipt of invoice by the Owner responsible for such payment.

10.4 Each Owner agrees that, on the request of any other Owner of a parcel, sent with the formalities of notice, such requested owner shall, within a reasonable time after such request, certify, to the best of such party's knowledge, to the then status of performance of the terms, conditions and provisions hereof by such requesting owner, by suitable written instrument duly executed and acknowledged. Such certificate may be relied upon by the requesting owner, its successors-in-title and lenders. The requested Owner shall deliver such certificate within twenty (20) days after receipt of such request.

10.5 With respect to any lien arising under this Declaration for the benefit of any Owner or Developer, such lien shall be prior to all liens and encumbrances hereafter recorded except as provided therein or otherwise provided by law. The liens granted under the above provisions may be foreclosed in equity in the same manner as mortgages or deeds of trust are foreclosed.

10.6 Prior to enforcement of any lien rights under this Declaration, the Owner or Developer seeking enforcement of such lien rights shall have given the defaulting Owner and the holder of any first mortgage upon such Owner's parcel for which such party has received written notice of the name and address for such mortgagee at least thirty (30) days prior written notice of the default and the defaulting Owner (or its mortgagee) shall have failed to cure such default within such thirty (30) day notice period. Even though the lien for assessments may be subordinate to the lien of a mortgage under this Declaration, the personal obligation of the defaulting Owner to pay such assessment shall remain, and a suit to recover a money judgment for non-payment of any assessments may be maintained without foreclosing or waiving the lien hereby created to secure same.

10.7 Any sale or transfer of any parcel by foreclosure of a mortgage or otherwise shall not relieve the applicable purchaser or transferee from the obligation to pay any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Any mortgagee or other person acquiring title to a defaulting Owner's parcel by foreclosure of a mortgage or otherwise shall be re-assessed an amount equal to all past-due, unpaid assessments attributable to the applicable parcel hereunder and payment of such re-assessment shall be due within thirty (30) days after the date that such person acquires title to the applicable parcel and such payment obligation shall be secured by a lien for payment of such reassessment in the same

manner as provided for above (which lien shall at all times be inferior in dignity and subject and subordinate to the terms and provisions and the lien of any bona-fide, third party first mortgage given in good faith and for value received hereafter upon such parcel).

11. **Indemnification.** Each Owner hereby indemnifies and saves the other parties harmless from any and all liability, loss, damage, expense (including reasonable attorney's fees and professional expenses), causes of action, suits, claims, or judgments arising from personal injury, death, or property damage or on account of the presence or release of toxic or hazardous substances (as regulated by applicable federal and state laws and including all costs of investigation, monitoring, remediation and the like of any toxic or hazardous substances)(collectively, the "**Claims**") and occurring on, under, about or from its own parcel or arising out of the exercise by the benefited Owner of easement rights over another Owner's parcel; provided, however, that an Owner will not be indemnified or held harmless in the event that such indemnified Owner's act or negligence, or the act or negligence of such indemnified Owner's employees, contractors, Permittees, or agents, caused the condition creating the Claim.

12. **Amendments.** This Declaration may not be modified or amended, abrogated or rescinded without the written consent of the Owners of sixty-five (65%) percent or more of the land area in Parcel A-2 and sixty-five (65%) percent or more of the land area in the E&A Southeast Tract and Parcel A-1 (combined); provided no such amendment modification, abrogation or rescission, shall affect then existing, perpetual easements for access or utilities granted under this Declaration or impose any additional restriction or burden on a parcel without the consent of the Owner of such burdened parcel.

13. **Successors and Assigns.** The provisions of this instrument shall be deemed to be held easements, covenants, and restrictions appurtenant to and running with the land and shall bind and enure to the benefit of Developer and the Owners, their respective successors, successors in title, and assigns of the applicable parcel.

14. **Notice to Parties.** Any notice, demand, request, consent, approval or other communication to be given under this Declaration, and any request made upon an Owner, shall be treated as having been adequately given or made only when sent in writing by recognized national overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and only if addressed to the record Owner of the applicable parcel at the address given or reasonably known to be the address for such Owner. A notice so sent or delivered shall be adequately given when so sent or delivered. An Owner may change its place for the sending of notices by notifying the appropriate owners of the remaining portions of the Development in writing of such change.

15. **Miscellaneous Provisions.**

15.1 **Non-waiver.** Any waiver or failure to enforce any provision of this Declaration in a particular situation shall not be a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation or of any other provision of this Declaration. The failure of any Owner or Developer to enforce any covenant, restriction or other provision herein contained shall in no event be a waiver of the right to do so thereafter, nor

of the right to enforce any other covenant, restriction or other provision. Notwithstanding the foregoing, any Owner or Developer may waive any covenant, restriction or other provision contained herein by instrument in writing signed by such Owner.

15.2 **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

15.3 **Severability.** If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

15.4 **Confirmatory Documents.** Each Owner of any parcel shall execute such additional documents as may be required by the other, in confirmation of the rights, easements and obligations herein created to carry out the intent and purpose thereof.

15.5 **Governing Law.** This Declaration shall be construed and governed in accordance with the laws of the State of North Carolina.

15.6 **Consents.** Whenever the consent or approval of any owner is required hereunder, unless otherwise expressly provided herein, such consent shall not be unreasonably withheld, conditioned or delayed.

15.7 **Counterparts.** This Declaration 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 Declaration may be detached from any counterpart of this Declaration without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Declaration identical in form hereto but having attached to it one or more additional signature pages.

{Signatures on Following Page}

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STATE OF NORTH CAROLINA)
)
)
)
COUNTY OF MECKLENBURG)

CONSENT OF LENDER
TO SUPPLEMENTAL AGREEMENT

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 E. 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 12 day of March, 2008.

[Signatures on Following Page]

EXHIBIT A

Parcel A-1

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 393 in the land records of Mecklenburg County, North Carolina. This being a portion of the real property acquired by Grantor by deed of Edens & Avant Properties Limited Partnership dated August 25, 2000 and recorded in the Office of the Register of Deeds for Mecklenburg County in Book 11564 at Page 61.

LESS AND EXCEPT, the following tract or parcel of land: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Mecklenburg County, North Carolina, containing 5.42 Acres, more or less, and being shown and designated as "New Tract Area = 5.42 Acre 236,312 Sq. Ft. Portion of TP #03301225 Mountain Island (E&A) LLC DB 11564 PG 061 MB 45 PG 393" on that certain plat entitled "Final Plat of New 5.42 Acre Tract, Mountain Island Marketplace, Located in City of Charlotte, Mecklenburg County, North Carolina", dated January 4, 2008, prepared by ESP Associates, P.A. recorded in the Office of the Register of Deeds for Mecklenburg County March 10, 2008 in Map Book 49 at Page 993. For a more complete description as to courses, metes and bounds, reference may be made to said plat of record.

EXHIBIT B

Parcel A-2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Mecklenburg County, North Carolina, containing 5.42 Acres, more or less, and being shown and designated as “New Tract Area = 5.42 Acre 236,312 Sq. Ft. Portion of TP #03301225 Mountain Island (E&A) LLC DB 11564 PG 061 MB 45 PG 393” on that certain plat entitled “Final Plat of New 5.42 Acre Tract, Mountain Island Marketplace, Located in City of Charlotte, Mecklenburg County, North Carolina”, dated January 4, 2008, prepared by ESP Associates, P.A. recorded in the Office of the Register of Deeds for Mecklenburg County march 10, 2008 in Map Book 49 at Page 993. For a more complete description as to courses, metes and bounds, reference may be made to said plat of record.

EXHIBIT C
E&A Southeast Tract

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands conveyed to Crescent Resources, Inc. as described in Deed Book 7672 at Page 377 in the Mecklenburg County Public Registry, and more particularly described as follows: Commencing at NCGS monument "MO30" (NAD'83 coords. N:579274.783, E:1419723.322); thence S 13-06-19 E, 357.70 feet (ground distance) to a set #4 rebar at the intersection of the southwesterly right-of-way line of Brookshire Boulevard (N.C. Hwy. 16) and the southeasterly right-of-way line of Mount Holly-Huntersville Road (S.R. 2004). Thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road (r.o.w. varies), S 53-59-42 W, 199.24 feet to a set #4 rebar at the intersection of said right-of-way line with the northeasterly boundary line of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence departing said southeasterly right-of-way line of Mount Holly-Huntersville Road and proceeding along the northeasterly boundary of said Lenette, S 43-58-36 E, 293.66 feet to a set #4 rebar at the southeasterly corner of lands of said Lenette, being the POINT OF BEGINNING. Thence along a new line through the lands of said Crescent Resources, Inc., being the boundary between Phase II and the herein described Phase I, the following nineteen (19) courses: 1.) S 50-10-53 E, 410.77 feet to a point; 2.) S 39-03-27 W, 159.00 feet to a point; 3.) S 40-21-00 W, 125.79 feet to a point; 4.) S 23-19-43 W, 71.42 feet to a point; 5.) S 11-43-08 W, 60.40 feet to a point; 6.) S 40-16-58 W, 73.89 feet to a point; 7.) S 62-53-16 W, 152.01 feet to a point; 8.) S 46-58-19 W, 73.65 feet to a point; 9.) S 65-34-49 W, 62.39 feet to a point; 10.) N 45-57-36 W, 51.13 feet to a point; 11.) N 17-53-32 W, 126.36 feet to a point; 12.) N 50-55-57 W, 141.12 feet to a point; 13.) N 05-55-57 W, 106.07 feet to a point; 14.) N 50-55-57 W, 157.80 feet to a point; 15.) S 67-08-06 W, 214.59 feet to a point; 16.) S 80-14-45 W, 141.96 feet to a point, 17.) Along a curve to the left having a radius of 317.00 feet, an arc distance of 28.21 feet (chord being N 19-10-15 W, 28.20 feet) to a point; 18.) N 21-43-13 W, 219.12 feet to a point; 19.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 47.66 feet (chord being N 67-14-05 W, 42.81 feet) to a set #4 rebar on the southeasterly right-of-way line of the aforementioned Mount Holly-Huntersville Road; thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road, N 67-15-04 E, 126.02 feet to a set #4 rebar; thence departing said right-of-way and proceeding along the southwesterly boundary of lands conveyed to South Trust of North Carolina as described in Deed Book 8175 at Page 260 in the Mecklenburg County Public Registry (also being the northeasterly right-of-way line of an unnamed collector road), the following two (2) courses: 1.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 46.59 feet (chord being S 22-45-56 W, 42.04 feet) to a set #4 rebar; 2.) S 21-43-13 E, 215.76 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said South Trust of North Carolina, N 80-14-45 E, 104.22 feet to a chiseled "X" on the collar of a sanitary manhole; thence continuing along said southeasterly boundary of South Trust of North Carolina and the

southeasterly boundary of lands conveyed to Redbird as described in Deed Book 8732 at Page 290 in the Mecklenburg County Public Registry, N 67-08-06 E, 378.68 feet to a set #4 rebar; thence along the northeasterly boundary of said Redbird, N 32-00-00 W, 281.62 feet to a point on the southeasterly right-of-way line of Mount Holly-Huntersville Road, which point is marked by a chiseled "X" on the concrete gutter; thence along said southeasterly right-of-way line of Mount Holly-Huntersville Road, along the arc of a curve to the left having a radius of 1180.92 feet , an arc distance of 57.00 feet (chord being N 58-21-56 E, 57.00 feet) to a chiseled "X" on the concrete gutter marking the intersection of said right-of-way with the southwesterly boundary of lands conveyed to Hawthorne Carolina, LLC, as described in Deed Book 8104 at Page 368 in the Mecklenburg County Public Registry; thence along the southwesterly boundary of lands of said Hawthorne Carolina, LLC, S 32-00-00 E, 286.34 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said Hawthorne Carolina, LLC, N 59-00-00 E, 184.74 feet to a set #4 rebar marking the southerly corner of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence along the southeasterly boundary of lands of Lenette, N 49-30-00 E, 191.57 feet to the POINT OF BEGINNING. Containing 9.0007 acres of land as shown on a plat entitled ALTA/ACSM Survey of 42.8145 Acres – Mountain Island Market Place, prepared by ESP Associates, P.A., dated Sept. 1, 1998 and last revised Sept. 11, 1998 (dwg. no. MG48-ALTA).

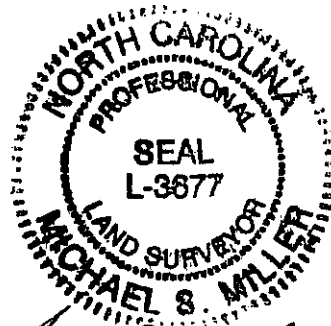
LESS AND EXCEPT RIGHT OF WAY DEDICATION FOR COULOAK ROAD

EXHIBIT D

Access Easement Area #1

Access Easement Area #1

Commencing from a PK nail set on the northeastern right-of-way line of Couloak Drive also being the southwestern corner of the Mount Holly Huntersville Medical II, LLC property as recorded in Deed Book 22411 Page 407 of the Mecklenburg County Public Registry; thence along the right-of-way of Couloak Drive along said right-of-way, the following four (4) courses and distances: 1) N 31-11-34 W 516.00 feet to a point, 2) with a curve to the right having a radius of 270.00 feet and an arc length of 85.03 feet with a chord bearing and distance of N 22-10-13 W 84.68 feet to a point, 3) N 10-16-28 W 68.24 feet to a point and 4) N 08-30-03 W 32.08 feet to a PK nail at the Point and Place of Beginning; thence continuing with said right-of-way N 08-30-03 W 47.01 feet to a point on the eastern boundary of the American Community Bank property as recorded in Deed Book 11671 Page 808 of the Mecklenburg County Public Registry; thence with said property, the following two (2) courses and distances: 1) N 80-15-31 E 94.51 feet to a point and 2) N 67-08-52 E 183.43 feet to a point; thence S 22-51-08 E 41.00 feet to a PK nail; thence S 67-08-52 W 214.59 feet to an iron pin; thence S 80-15-31 W 74.48 feet to the Point and Place of Beginning, containing 12, 136 square feet of land.

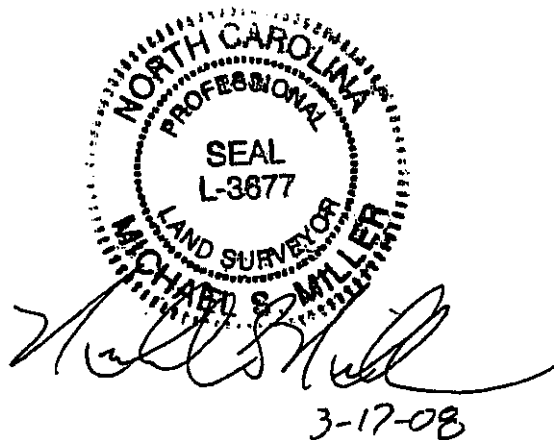


Michael S. Miller
3-17-08

EXHIBIT E
Access Easement Area #2

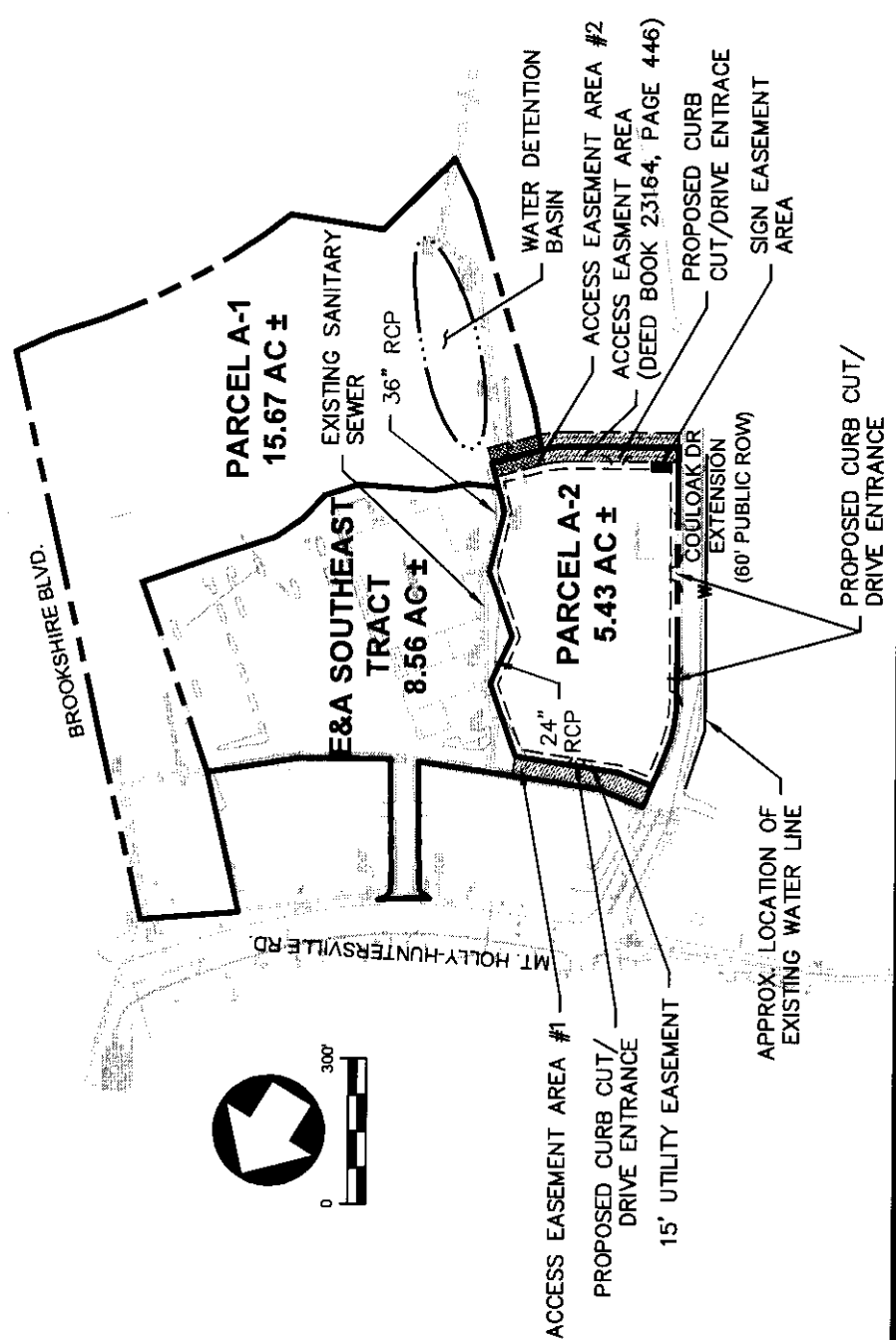
Access Easement Area #2

Commencing at a PK nail set on the northeastern right-of-way line of Couloak Drive also being the southwestern corner of the Mount Holly Huntersville Medical II, LLC property as recorded in Deed Book 22411 Page 407 of the Mecklenburg County Public Registry; thence along the right-of-way of Couloak Drive N 31-11-34 W 30.00 feet to a point; thence with the western boundary of an access easement recorded in Deed Book 23164 Page 446 of the Mecklenburg County Public Registry, the following two (2) courses and distances: 1) N 58-48-26 E 223.17 feet to a point and 2) with a curve to the left having a radius of 220.00 feet an arc length of 53.48 feet and a chord bearing and distance of N 51-50-50 E 53.35 feet to the Point and Place of Beginning; thence N 44-09-54 E 104.34 feet to a point; thence S 45-56-50 E passing through an iron pin at 30.00 feet for a total length of 60.00 feet to a point; thence S 44-09-54 W 107.94 feet to a point on the northern line of the aforementioned Mount Holly Huntersville Medical II, LLC property; thence N 42-30-25 W passing through an iron pin at 30.05 feet, total distance of 60.09 feet to the Point and Place of Beginning, containing 6,363 square feet of land.



3-17-08

EXHIBIT F
Parcel Plan
(See Attached)

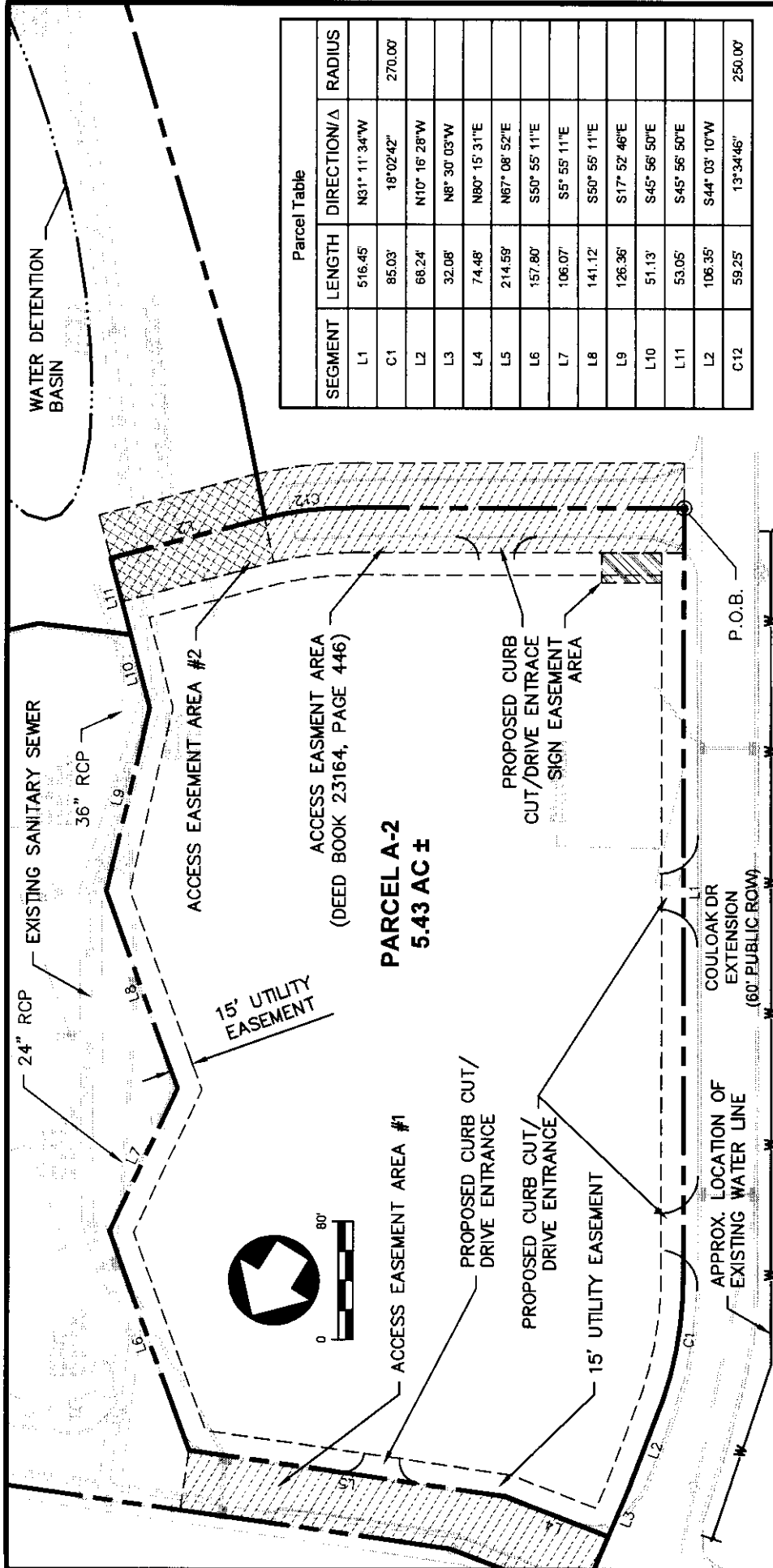


SHEET NO.	1/2	DATE	1-25-08	PROJECT #	---
			SCALE	AS SHOWN	
			DRAWN BY		

EXHIBIT F - PARCEL PLAN
MOUNTAIN ISLAND
CHARLOTTE, NC

EDENS & AVANT
 900 Bank of America Plaza • 1901 Main Street • Columbia, SC • 29201
 Phone: 803.779.4420 • Fax: 803.765.0664

Plotted by: T. Reid Altire on 25-Jan-08 at 08:08:11
 File D:\p1\25-Jan-08\108108.dwg
 Plotted by: T. Reid Altire on 25-Jan-08 at 08:08:11



Parcel Table

SEGMENT	LENGTH	DIRECTION/Δ	RADIUS
L1	516.45'	N31° 11' 34"W	
C1	85.03'	18°02'42"	270.00'
L2	68.24'	N10° 16' 28"W	
L3	32.08'	N8° 30' 03"W	
L4	74.48'	N80° 15' 31"E	
L5	214.59'	N67° 08' 52"E	
L6	157.80'	S50° 55' 11"E	
L7	106.07'	S5° 55' 11"E	
L8	141.12'	S50° 55' 11"E	
L9	126.36'	S17° 52' 46"E	
L10	51.13'	S45° 56' 50"E	
L11	53.05'	S45° 56' 50"E	
L2	106.35'	S44° 03' 10"W	
C12	59.25'	13°34'46"	250.00'

EDENS & AVANT
 900 Bank of America Plaza • 1901 Main Street • Columbia, SC • 29201
 Phone: 803.779.4420 • Fax: 803.765.0664

EXHIBIT F - PARCEL PLAN
MOUNTAIN ISLAND
CHARLOTTE, NC

SHEET NO. **212**

DATE **1-25-08**

PROJECT # **---**

SCALE **AS SHOWN**

DRAWN BY

PROJECT #

EXHIBIT G
Sign Easement Area

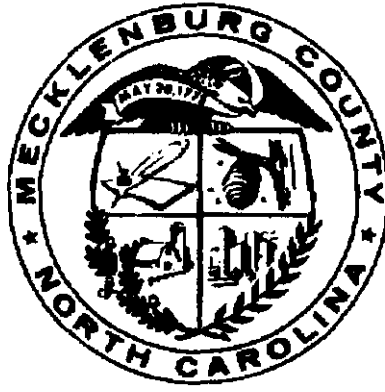
Sign Easement

Commencing from a PK nail set on the northeastern right-of-way line of Couloak Drive also being the southwestern corner of the Mount Holly Huntersville Medical II, LLC property as recorded in Deed Book 22411 Page 407 of the Mecklenburg County Public Registry; thence along the right-of-way of Couloak Drive N 31-11-34 W 30.00 feet to the Point and Place of Beginning; thence continuing along said right-of-way N 31-11-34 W 20.00 feet to a point; thence within the Mountain Island (E&A) LLC property the following three (3) courses and distances: 1) N 58-48-26 E 55.00 feet to a point, 2) S 31-11-34 E 20.00 feet to a point and 3) S 58-48-26 W 55.00 feet to the Point and Place of Beginning, containing 1,100 square feet of land.



Michael S. Miller
3-17-08

EXHIBIT H
Grading Plan
(See Attached)



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: 03/18/2008 11:18 AM
Book: RE 23515 Page: 728-772
Document No.: 2008046484
RESTR 45 PGS \$143.00
Recorder: APRIL JONES



2008046484