

For Registration
Fredrick Smith
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Fredrick Smith

PREPARED BY AND RETURN TO:

Daniel A. Merlin, Esq.
Alexander Ricks PLLC
1420 E, 7th Street, Suite 100
Charlotte, NC 28204

**RECIPROCAL ACCESS AND
UTILITY EASEMENT AGREEMENT**

This **RECIPROCAL ACCESS AND UTILITY EASEMENT AGREEMENT** ("Easement Agreement") is made this 15 day of April, 2022 ("Effective Date"), by and between **CLEAR CREEK CROSSINGS, LLC**, a Florida limited liability company, having an address of 630 S. Maitland Avenue, Suite 100, Maitland, FL 32751 (hereinafter referred to as "CCC"), and **JERRY N. HELMS and wife, RACHEL D. HARKEY, and JERRY N. HELMS, as Trustee of the Family Trust established under the Will of Sue L. Helms dated August 30, 2010**, having an address of 13008 Ginovanni Way, Mint Hill, NC 28227 (hereinafter referred to as "Helms") (collectively, CCC and Helms may be referred to as "the Parties", or in the singular, "Party").

RECITALS:

A. CCC is the owner in fee simple of that certain parcel of real estate described on **Exhibit A** attached hereto and incorporated herein by reference ("CCC Parcel");

B. Helms is the owner in fee simple of that certain parcel of real estate described on **Exhibit B** attached hereto and incorporated herein by reference ("Helms Parcel");

C. For purposes of this Easement Agreement: (1) CCC Parcel and Helms Parcel are sometimes collectively referred to herein as the "Parcels," and each of the CCC Parcel and Helms Parcel is sometimes individually referred to herein as "Parcel"; (2) the owner in fee simple of each Parcel or portion thereof (and such owner's respective successors, assigns and grantees) are sometimes individually referred to herein as "Owner," and collectively referred to herein as "Owners"; (3) references to "Helms" and "CCC" shall also mean and refer to the Helms Parcel Owner and CCC Parcel Owner, respectively; and (4) the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees, members and licensees of the Owner, tenant and/or occupant of a Parcel are sometimes referred to herein as "Permittees";

D. The Parties have previously entered into that certain Agreement for Purchase and Sale of Real Property dated March 18, 2022 (the "Land Swap Agreement"), which Land Swap

Agreement provides for the Parties to enter into and record this Easement Agreement. For the mutual benefit of the Parties, their successors, assigns, grantees, and Permittees, the Parties wish to create certain access and utilities easements, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) paid by each Party to the other Party, the premises, the covenants herein contained, and other good and valuable consideration the adequacy and receipt of which are acknowledged, the Parties hereby agree as follows:

1. ACCESS AND UTILITIES EASEMENT OVER STREET #2. CCC hereby grants and conveys to itself as the Owner of the CCC Parcel and its Permittees, and to Helms as the Owner of the Helms Parcel and its Permittees, a nonexclusive and perpetual easement for access and utilities (including, without limitation, gas, electric, water, wastewater or sewer and stormwater) on, over, through, under and across that certain portion of the property depicted on **Exhibit D** attached hereto and incorporated herein by reference (“Street #2 Easement Area”) which is owned in fee simple by CCC. Helms hereby grants and conveys to Helms as the Owner of the Helms Parcel and its Permittees, and to CCC as the Owner of the CCC Parcel and its Permittees, a non-exclusive and perpetual easement for access and utilities (including, without limitation, gas, electric, water, wastewater or sewer and stormwater) on, over, through, under and across that certain portion of the Street #2 Easement Area which is owned in fee simple by Helms. The parties agree to modify this Easement Agreement to append the legal description for the Street #2 Easement Area upon dedication of the same to the applicable governing jurisdiction in accordance with Section 6(A), but in no event later than July 1, 2024.

2. ACCESS AND UTILITIES EASEMENT OVER STREET #3. Helms hereby grants and conveys to CCC as the Owner of the CCC Parcel and its Permittees, a nonexclusive and perpetual easement for access and utilities (including, without limitation, gas, electric, water, wastewater or sewer and stormwater) on, over, through, under and across that certain portion of the property depicted on **Exhibit E** attached hereto and incorporated herein by reference (the “Street #3 Easement Area”). Sometimes the Street #2 Easement Area and Street #3 Easement Area are referred to respectively and collectively as the "Street Easement Area(s)". The parties agree to modify this Easement Agreement to append the legal description for the Street #3 Easement Area upon dedication of the Street #2 Easement Area to the applicable governing jurisdiction in accordance with Section 6(A), but in no event later than July 1, 2024.

3. THIRD PARTY UTILITY EASEMENTS. The Owners may, by separate recorded instruments, create such utility easements within the Street Easement Area in favor of utility providers as are necessary for the beneficial use and enjoyment of the respective Parcels and improvements thereon, including, without limitation, the development and use of the Parcels as commercial developments. No consent or signature of any such utility providers is required to amend this Easement Agreement in accordance with the express provisions of this Easement Agreement relating to amendment thereof.

4. STORMWATER EASEMENT. Helms hereby grants to CCC as the Owner of the CCC Parcel and its Permittees an easement for storm water collection, retention, detention, treatment and drainage over, under, upon and within the Stormwater Pond Area (herein defined)

and any and all drainage lines, pumps, facilities and other improvements that are constructed in connection therewith for the Owner of the CCC Parcel and its Permittees to drain into such Stormwater Pond Area (the "Stormwater Facilities"). Further, in the event Helms does not maintain the Stormwater Facilities as contemplated by Section 6(B), Helms hereby grants to CCC as the Owner of the CCC Parcel and its Permittees, and their contractors, agents and employees, an easement and license to enter upon the Helms Parcel for the purposes of inspecting, operating, maintaining, repairing and replacing the Stormwater Facilities.

5. FINAL EASEMENT AREA LOCATIONS. The parties acknowledge that the depiction of Street Easement Areas and Stormwater Pond Area on the attached Exhibits constitute the "Approved Preliminary Exhibits" as those terms are defined in the Land Swap Agreement; provided that the actual legal description of these Easement Areas shall be subject to the final review and approval of the parties as set forth in Section 8(b) of the Land Swap Agreement (the "Approved Updated Exhibits").

6. CONSTRUCTION AND MAINTENANCE.

A. Construction and Maintenance of Street #2 and Street #3. CCC shall be responsible for constructing all required roadway improvements (the "CCC Roadway Improvements") in the Street #2 Easement Area and the Street #3 Easement Area, in accordance with all quasi-governmental and governmental requirements and substantially in accordance with the Approved Updated Exhibits and the preliminary roadway design plan attached hereto as **Exhibit F** and incorporated herein by reference (the "Roadway Design Plan").

CCC shall be solely responsible for coordinating the dedication of the CCC Roadway Improvements associated with the Street #2 Easement Area upon completion and executing any documentation required in connection therewith; provided, however, upon written request from CCC, Helms shall promptly execute any documents, deeds and/or dedications legally required to dedicate the portion of the Street #2 Easement Area located on the Helms Parcel. Construction of the Street #2 Easement Area shall be in accordance with North Carolina Department of Transportation standards or the standards of the appropriate municipal authority, such that when completed, Street #2 Easement Area will be acceptable for dedication for maintenance by the North Carolina Department of Transportation or the appropriate municipal authority, as applicable (the "Dedication Requirements"). The CCC Roadway Improvements associated with Street #2 Easement Area and Street #3 Easement Area shall be completed (and as to the Street #2 Easement Area, dedicated) by CCC no later than July 1, 2024 (subject to any delays caused by Helms, its agents, employees or contractors). Helms agrees to promptly (but in no event later than ten (10) business days) execute and deliver to CCC any and all permits, applications, authorizations and other documents reasonably requested by CCC and reasonably required by the quasi-governmental and governmental authorities in order to obtain permits for, and complete, the construction of the CCC Roadway Improvements associated with the Street #2 Easement Area and Street #3 Easement Area.

Once the construction of the CCC Roadway Improvements on the Street #2 Easement Area ("Street #2") and Street #3 Easement Area are completed, it is the intent that Street #2 be conveyed or dedicated to the City of Charlotte or other applicable governmental entity for acceptance for ongoing repair and maintenance by the City or other applicable

governmental authority (the "Acceptance for Maintenance") and CCC and Helms agree to execute any documents legally required to effectuate same. However, until such Acceptance for Maintenance for the Street #2 Easement Area occurs, and as to the Street #3 Easement Area, after completion of same, the CCC (or its designee) shall be solely responsible for the maintenance, repair, replacement and other capital improvements of or to the CCC Roadway Improvements, including, without limitation, repair and replacement of lighting, patching, resurfacing and resealing of asphalt, and maintenance of related drainage areas and facilities, and any expenses associated therewith. In the event Helms or Helms's Permittees reasonably determine CCC is not in compliance with this paragraph, it shall provide written notice to CCC of the same and CCC shall cure such non-compliance no later than thirty (30) days after its receipt of such written notice. In the event CCC has not cured such non-compliance within such timeframe, then the Owner of the Helms Parcel and Helms's Permittees shall have the right to complete such maintenance, repair or replacement and charge any and all costs and expenses associated with same to CCC. CCC shall reimburse such curing party for one hundred percent (100%) of such costs and expenses within thirty (30) days of receipt of written request for reimbursement, including full documentation of costs. In the event CCC fails to pay such curing party within such timeframe, such costs shall accrue interest at the rate referenced in Section 6(D) and as to such outstanding amounts, Helms and Helms's Permittees may exercise the same lien rights with respect to the CCC Parcel as provided to CCC for the Helms Parcel described in and in accordance with Section 6(D) below.

B. Construction and Maintenance of Stormwater System. CCC shall be responsible for permitting and constructing all stormwater facilities set forth in the Approved Plans and Specifications (as described in **Exhibit H**) (the "Stormwater Facilities"), which includes that certain retention pond depicted as the "Stormwater Pond Area" on **Exhibit G** attached hereto and incorporated herein by reference (the "Stormwater Pond") and the other Stormwater Facilities in connection therewith, in accordance with all quasi-governmental and governmental requirements. The parties agree to modify this Easement Agreement to append the legal description for the Stormwater Pond Area upon completion of the Stormwater Facilities, but in no event later than July 1, 2024.

The Stormwater Facilities shall be completed no later than July 1, 2024 (subject to any delays caused by Helms, its agents, employees or contractors). Helms agrees to promptly (but in no event later than ten (10) business days) execute and deliver to CCC any and all permits, applications, authorizations and other documents reasonably requested by CCC and reasonably required by the quasi-governmental and governmental authorities in order to obtain permits for, and complete, the Stormwater Facilities. Once completed, the Stormwater Facilities shall not be removed or modified without the prior written consent of Owner of the CCC Parcel, not to be unreasonably withheld, conditioned or delayed. Helms shall reimburse CCC for fifty percent (50%) of the "Approved Costs" of the Stormwater Facility Improvements as set forth in **Exhibit H**, no later than thirty (30) days after receipt of a written request with reasonable documentation in accordance with Section 5 of **Exhibit H**. In the event Helms fails to pay CCC for the construction costs within the timeframes provided herein, such costs shall accrue interest at the rate referenced in Section 6(D) and as to such outstanding amounts, CCC may exercise the same lien rights with respect to the Helms Parcel as provided to Helms for the CCC Parcel described in and in accordance with Section 6(D) below.

For a period of one calendar year after the completion of the construction of the Stormwater Facilities (the "Warranty Period"), CCC and its contractors shall be solely responsible for the operation, maintenance, repair, replacement and other capital improvements of or to Stormwater Facilities (the "Stormwater Facility Repair and Maintenance") in accordance with the applicable permits and applicable quasi-governmental and governmental laws, rules, statutes, codes and regulations, and any expenses associated therewith (the "Stormwater Facility Expenses"), and all Warranty Period claims shall be handled promptly by CCC and its contractors. Thereafter, Helms shall be responsible for the Stormwater Facility Repair and Maintenance, and the Stormwater Facility Expenses shall be shared between CCC and Helms on a 50/50 prorata basis. CCC (or its designee) shall pay its share of the Stormwater Facility Expenses to Helms within fifteen (15) days of receiving an invoice for actual costs incurred for the Stormwater Facility Expenses with reasonable documentation. CCC's duly authorized representatives or agents and CCC's Permittees shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Helms Parcel for the purpose of monitoring Helms's compliance with this Section 6(B). In the event CCC or CCC's Permittees reasonably determine Helms is not in compliance with this paragraph, it shall provide written notice to Helms of the same and Helms shall cure such non-compliance no later than thirty (30) days after its receipt of such written notice. In the event Helms has not cured such non-compliance within such timeframe, then the Owner of the CCC Parcel and CCC's Permittees shall have the right to enter upon the Helms Parcel and complete such maintenance, repair or replacement and charge any and all costs and expenses associated with same to Helms. Helms shall reimburse such curing party for fifty percent (50%) of such costs and expenses within thirty (30) days of receipt of written request for reimbursement, including full documentation of costs. In the event Helms fails to pay such curing party within such timeframe, such costs shall accrue interest at the rate referenced in Section 6(D) and as to such outstanding amounts, CCC and CCC's Permittees may exercise the same lien rights with respect to the Helms Parcel as provided to Helms for the CCC Parcel described in and in accordance with Section 6(D) below. The Owner of the CCC Parcel shall be responsible for operating, maintaining, repairing and replacing any aspect of the Stormwater Facilities which exclusively service the CCC Parcel.

C. Other Maintenance. Except to the extent expressly provided otherwise herein, each Owner shall, at such Owner's sole cost and expense, maintain such Owner's Parcel.

D. Construction Deadlines. This Section 6 specifies the time deadlines (the "Construction Deadlines") and standards of completion that CCC shall meet in connection with the construction and installation of the CCC Roadway Improvements and Stormwater Facilities (sometimes herein the "Required CCC Improvements"). Once completed, within twenty (20) days after written request from CCC, Helms shall deliver written confirmation that the Required CCC Improvements (or any aspect thereof referenced in such written request) have been completed.

In the event for any reason CCC, its successors or assigns shall fail to meet a respective Construction Deadline, then after providing written notice to CCC (or its successors or assigns) of such failure and thirty (30) days to reasonably cure same, Helms, its successors or assigns, may elect, in its sole discretion to construct, install, dedicate (as to the Street #2 Easement Area), and maintain any Required CCC Improvements. The reasonable third party costs actually incurred by

Helms in completing the Required CCC Improvements (including maintenance costs) shall be payable by CCC, its successors and assigns, to Helms within thirty (30) days after delivery to CCC of an invoice of same with reasonable documentation evidencing such costs, and, if not paid within thirty (30) days after receipt of such invoice, shall bear interest at the Bank of America "Prime" plus six percent (6%) as such rate shall vary from time to time. If not timely paid, the costs shall additionally become a continuing lien and charge on the CCC Parcel (but not upon the personal property or trade fixtures of any of CCC's Permittees), and shall be superior to all other liens and charges except for the lien of any mortgage or deed of trust in favor of any lending institution providing for acquisition and infrastructure construction financing for the CCC Parcel, and any refinance financing thereof. To evidence the aforesaid assessment lien, Helms may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the CCC, and a description of the property. Such notice shall be signed by one of the officers of Helms and shall be filed of record in the Office of the Clerk of Superior Court of Mecklenburg County, North Carolina. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the foreclosure of the respective Parcel and improvements thereon (but not upon the personal property or trade fixtures of any of CCC's Permittees) by Helms in like manner as a deed of trust with power of sale on real property under Article 2A of Chapter 45 of the North Carolina General Statutes subsequent to the recording of a notice of assessment lien as provided above, or Helms may institute suit against CCC and/or for foreclosure of the aforesaid lien judicially or may seek any other available remedy or relief. In any foreclosure proceeding, whether judicial or non-judicial, or in any lawsuit, CCC, its successors and assigns, shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by Helms. Notwithstanding anything to the contrary contained herein, any lien created pursuant to this paragraph shall be junior, subordinate and subject to all present and future leases affecting all or any part of the CCC Parcel and such subordination is self-operative and no further instrument of subordination is required. In addition to the immediately foregoing sentence, in the event of any suit against CCC, foreclosure of any such lien or pursuit of any other available remedy or relief, no action shall be taken which would disturb the possession or impair the rights of any of CCC's Permittees under any of their respective leases.

7. TEMPORARY CONSTRUCTION EASEMENTS. Helms hereby grants to CCC, for the benefit of the Owner of the CCC Parcel and its Permittees, a perpetual, non-exclusive easement for temporary periods, from time to time, on, over and across the unimproved portions of the Helms Parcel, for the purpose of pedestrian and vehicular access, ingress and egress of construction vehicles for the purposes contemplated by this Easement Agreement. CCC shall use commercially reasonable efforts not to interfere with the use or operations of the Helms Parcel and shall promptly repair any damage to any improvements on the Helms Parcel caused by the exercise of the rights granted herein.

8. GENERAL UTILITY EASEMENTS.

A. Subject to the limitations expressed below, each Parcel Owner with respect to its Parcel(s) hereby grants to each other Parcel Owner and its successors in title to the respective Parcels, easements for installation, maintenance, repair and removal of underground electrical, storm and sanitary sewers and lift stations associated therewith, drainage, domestic-potable and fire hydrant water, gas and other like public and private utility systems and the lines, swales, pipes wire, conduits, poles, transformers, pads, tanks, cisterns, manholes, lift stations and any

and all other related equipment and materials comprising any of said systems (hereinafter collectively referred to as the "Utility Facilities") reasonably necessary or desirable for the orderly development of the respective Parcels over, under and across the other Parcels. The location of such Utility Facilities on any Parcel outside of any designated easement area shall be subject to the approval (or deemed approval) of the Owner of such Parcel and shall not interfere with improvements thereon or operation thereof, which approval shall not be unreasonably withheld, conditioned or delayed. If any Owner desires the aforesaid approval for outside of any designated easement area to exercise its easement rights herein, it shall first submit the plans showing the location of the proposed Utility Facilities to the Owner for their review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. No construction or work shall take place on the burdened Parcel without the Owner's approval or deemed approval, provided in accordance with this paragraph. The Owner of the burdened Parcel shall respond with its approval or disapproval within thirty (30) days of receipt of such plans and shall specify with reasonable particularity any reasons for disapproval. If such burdened Parcel Owner fails to so respond, then any Owner desiring approval shall have the right to provide a second written notice to the non-responding party, as the case may be, which conspicuously states, in all capitalized, bold-type lettering, failure to respond to such plans within seven (7) business days following such second written notice shall result in such party's deemed approval of such plans, and if such non-responding party fails to respond within such period, it shall be deemed the non-responding party's approval of the proposed plans. The Owners will cooperate with one another to agree upon the location of any such utility line or facility. Each constructing Parcel Owner utilizing these easements (a "Utilities Construction Owner") shall use reasonable efforts to cause the installation of such utilities and service lines to occur prior to paving and/or landscaping of the common areas of the respective Parcels. Further, in no event shall such lines, sewers, utilities or services be installed within the proposed building areas of the respective Parcels. Each Utilities Construction Owner shall place any such easements primarily at locations directly abutting (or within, where possible) the road rights-of-way and secondarily within buffer areas of the respective Parcels, so long as such placement is feasible from an engineering standpoint. Full right of ingress and egress shall be had by the Utilities Construction Owner at all times over the respective Parcels (other than the portions thereof used as building sites) for the installation, operation, maintenance, repair or removal of any such utilities.

B. Each Utilities Construction Owner shall be solely responsible for and shall promptly repair any and all damages to the respective Parcels arising from its construction work and shall promptly restore the respective portions of the respective Parcels to their prior condition. Each Utilities Construction Owner shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies.

9. WORK IN EASEMENT AREA. Upon completing any construction activity or other work contemplated by this Easement Agreement (including, without limitation, installing utilities), the Owner performing such work (or causing such work to be performed) shall repair any damage caused by such activity and restore such area, and the affected surface thereof, to as good or better condition than existed before the occurrence of such activity. No right granted herein shall permit or empower a Party to encumber any Parcel owned by another Party with construction liens arising from the exercise by a Party of the rights granted herein. No Owner shall cause any construction lien to be placed upon or against another Owner's Parcel and, in the

event of any recording of such construction lien, the Owner who caused such lien shall satisfy or otherwise cause the release of the claim of lien or bond off any such claim of lien to the extent it encumbers such other Owner's Parcel in order to remove the claim of lien as a cloud on title to the extent it encumbers such other Owner's Parcel. If an Owner causes construction liens to be placed upon another Owner's Parcel and fails to either satisfy or otherwise cause the release of or remove such liens within forty-five (45) days of receiving written notice of any such construction lien, the Owner whose Parcel is the subject of such lien (the "Satisfying Party") shall have the right to satisfy or otherwise cause the release of the lien or bond it off and be reimbursed by the Owner responsible for causing such lien for any and all out of pocket sums required to be paid and all reasonable costs and expenses (including, without limitation, attorney's fees) incurred by the Satisfying Party in connection therewith.

10. INDEMNITY AND INSURANCE. Each of the Owners shall defend, indemnify and hold harmless the other from and against any and all suits, claims, losses, damages, liabilities, penalties and expenses to the extent suffered or incurred from the use and utilization of the easements granted by this Easement Agreement by such Owner and such Owner's Permittees. Notwithstanding anything in the immediately preceding sentence to the contrary, damages shall be limited to direct damages, and shall thus exclude indirect, special, consequential and punitive damages. Furthermore, each of the Owners shall keep and maintain at all times during the term of this Easement Agreement, at such Owner's sole expense, a commercial general liability insurance policy in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) each occurrence, with a Two Million and No/100 Dollars (\$2,000,000.00) general aggregate limit covering their respective Parcels, including their rights in the Easement Area, each such policy naming the other Owner, and, upon written request, such Owner's current mortgagee(s) as additional insured(s). Each Owner shall, within fifteen (15) days of request by the other Owner, furnish current certificates of insurance and copies of required policies and endorsements evidencing the insurance coverage required herein.

11. GRANT OF EASEMENT ONLY. The Parties are not hereby conveying any land or fee simple title thereto, but merely are granting the rights and easements expressly set forth in this Easement Agreement. The Parties reserve all right, title, interest and privilege in and to their respective Parcels, and the right to utilize their respective Parcels for any reasons that do not conflict with the rights granted under this Easement Agreement.

12. PRIORITY OF EASEMENTS; WARRANTIES OF TITLE. The easements granted, and other rights and obligations created, by this Easement Agreement, shall be superior in priority, claim, lien and right to any mortgages, and any and all amendments, modifications, renewals, extensions and/or supplements thereto, the foreclosure of which could otherwise terminate any such easements, rights, and obligations. Each Owner executing this Easement Agreement hereby warrants and covenants: (a) that such Owner is the owner of the fee simple title of such Owner's respective Parcel and that the easements areas are free and clear of all liens, mortgages and encumbrances; (b) that such Owner has full right and lawful authority to enter into this Easement Agreement and is legally bound thereby; and (c) that the other Owner shall have quiet and peaceful possession, use and enjoyment of the easement ratified, confirmed, supplemented and granted hereby.

13. DEFAULT. Upon the failure of any Owner to comply with such Owner's obligations under the provisions of this Easement Agreement, after: (a) written notice of such failure from the non-defaulting Party to the defaulting Party specifying such failure and the actions necessary to be taken to rectify same in reasonable detail; and (b) an opportunity for such defaulting Party to cure such default, which shall mean fifteen (15) days after the written notice for a monetary default and thirty (30) days after the written notice for a nonmonetary default (or, if such nonmonetary default shall reasonably require more than thirty (30) days to cure, then the commencement of a cure within thirty (30) days after written notice and diligent pursue of such cure to completion); the other Owner shall be entitled to commence in a court of competent jurisdiction an action against such defaulting Owner for any remedy allowed at law and/or in equity, including, without limitation, money damages, injunctive relief, and/or any combination thereof. All of such remedies shall be deemed cumulative. Notwithstanding the foregoing, damages shall be limited to direct damages, and shall thus exclude indirect, special, consequential and punitive damages. In any such action, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees for trial and appellate proceedings.

14. ESTOPPEL. Each of the Parties shall, within fifteen (15) business days of written request from the other Party, execute and deliver an estoppel certificate in favor of the requesting Party, and such Party's equity investors, Permittees and mortgage lenders, (a) certifying that this Easement Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Easement Agreement as so modified is in full force and effect), and (b) acknowledging that there are not, to such requested Party's knowledge, any uncured defaults on the part of the requesting Party hereunder, or specifying such defaults if any are claimed, and (c) such other matters as the requesting Party, or its purchaser or mortgagee may reasonably request. Any such statement may be relied upon by any Permittees of a Party, and the prospective purchaser or encumbrancer of all or any portion of the Parcel owned by such requesting Party.

15. MODIFICATION AND AMENDMENT. No modification or amendment of this Easement Agreement shall be valid or binding unless such modification or amendment is in writing, duly dated, signed by the Owners of the Parcels, and recorded in the public records of Mecklenburg County, North Carolina.

16. ENTIRE AGREEMENT. This Easement Agreement contains the entire agreement of the Parties, and all prior and contemporaneous communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Easement Agreement alone sets forth the terms on which the Parties have mutually agreed as to the subject matter contained herein. Each Party specifically agrees that it enters into this Easement Agreement based on its own understanding of the provisions hereof and does not rely, in whole or in part, on any interpretation or representation of the other Party. Each Party agrees that this Easement Agreement is the result of good faith arms-length negotiations. Further no Party shall be entitled to the benefit of any rules of construction with respect to the interpretation of any provision of this Easement Agreement in favor or against one Party or the other depending upon who drafted such provision.

17. RUN WITH THE LAND. The easements, rights and covenants described herein are for the benefit of and appurtenant to the respective Parcels, as they may be developed, and such

easements, rights and covenants shall run with the land and shall inure to the benefit of the respective Parcels, the respective Parties and their respective successors, assigns and grantees. The easements, rights and covenants described herein are for the benefit of and provided to serve only the respective Parcels in accordance with the foregoing, and the Owners and their Permittees as may exist from time to time in accordance with the foregoing, and no rights, easements, or privileges to the public are hereby dedicated, created, extended or shall be inferred.

18. EARLY TERMINATION. As set forth in the Land Swap Agreement at Section 8, in the event the Parties reasonably fail to come to an agreement on the Approved Updated Exhibits within the timeframes set forth in the Land Swap Agreement and a respective party shall elect to terminate the Land Swap Agreement and this Easement Agreement in accordance with Section 8(c) due to a Statement of Change reflecting a material change in the Updated Exhibits (all as defined in the Land Swap Agreement), then the easements and rights and obligations of the parties shall automatically terminate and this Agreement shall have no further force or effect.

19. BINDING EFFECT. As used herein, the term “Owner” shall mean the owners, from time to time, in fee simple of the respective Parcels. The terms of this Easement Agreement shall be binding upon the Parties and their respective successors, assigns and grantees. In the event of a sale or conveyance by an Owner of its fee simple interest in its respective Parcel, the Owner so conveying shall be relieved, from and after the date of such sale or conveyance, of all obligations and liabilities accruing thereafter pursuant to this Easement Agreement. Upon request by any Owner or any of the Permittees, the Owner upon which such request was made shall promptly provide a written estoppel certificate setting forth whether the requesting Owner has any then current unperformed obligations under this Easement Agreement.

20. EXECUTION. This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

21. GOVERNING LAW. This Easement Agreement shall be governed by and construed under the internal laws of the State of North Carolina, without regard to such State’s conflict of laws principles. The venue with regard to any action brought to enforce or construe this Easement Agreement shall be Mecklenburg County, North Carolina.

22. NOTICES. All notices permitted or required under this Easement Agreement shall be in writing and shall be delivered to the respective Owner by personal delivery, or by a nationally recognized overnight courier (such as Federal Express), at the mailing address for the Parcel owned by such Owner then set forth on the website of the Mecklenburg County Property Appraiser, or at such other address as such Owner may give notice of to the other Owners in the manner set forth herein.

To CCC:

Clear Creek Crossings, LLC
Attn: Ryan P. Stahl
630 S Maitland Avenue, Suite 100
Maitland, FL 32751
Email: rstahl@equinox-development.com

With a required copy to: Nicole Latham Carolan, Esq.
Equinox Development Properties, Inc.
630 S Maitland Avenue
Suite 100
Maitland, FL 32751
Email: ncarolan@equinox-development.com

Helms: Jerry N. Helms
13008 Ginovanni Way
Mint Hill, NC 28227
Attention: Jerry N. Helms
Email: jerryhelms@aim.com

copy to: Brian B. Helms
8509 Corolla Lane
Charlotte NC 28277
Email: brianhelms@gmail.com

Copy to: Hazlehurst and Blake, PLLC
Attn: John Hazlehurst.
5925 Carnegie Blvd #200
Charlotte, NC 28209
Email: johnhazlehurstatty@gmail.com

23. MISCELLANEOUS.

a. If any provision of this Easement Agreement, or portion thereof, or the application thereof to any person, entity or circumstance, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement, and the application of such provision or portion thereof to any other person, entity or circumstance, shall not be affected thereby, it shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement, and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. The headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof.

c. Nothing in this Easement Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the other.

d. This Easement Agreement shall be binding upon and inure to the benefit of the successors, assigns and grantees of the respective Parties.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reciprocal Access and Utility Easement Agreement as of the date and year first above written.

WITNESSES:

CLEAR CREEK CROSSINGS, LLC, a Florida limited liability company

Lori Fletcher
Print Name: Lori Fletcher

By: *[Signature]*
Ryan P. Stahl, Manager

Elizabeth McWernan
Print Name: Elizabeth McWernan

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 18 day of March 2022, by RYAN P. STAHL, as Manager of **CLEAR CREEK CROSSINGS, LLC**, a Florida limited liability company, on behalf of the Company, who is personally known to me or who has produced a Florida Driver's License or _____ as identification.

Lori Fletcher
Notary Public
My Commission Expires:



IN WITNESS WHEREOF, the parties hereto have duly executed this Reciprocal Access and Utility Easement Agreement as of the date and year first above written.

WITNESSES:

Melissa Fields
Print Name: Melissa Fields

Jerry N. Helms
JERRY N. HELMS

Ramona J. Lawson
Print Name: Ramona J. Lawson

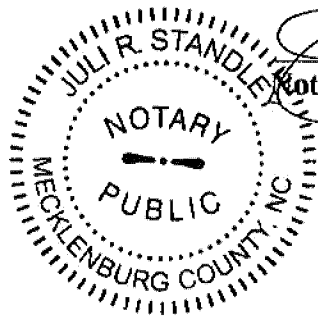
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 9th day of MARCH, 2022, by **JERRY N. HELMS**, who is personally known to me or who has produced a North Carolina Driver's License or 8044570 as identification.

My Commission Expires:

08/04/2024



Juli R. Standley
Notary Public JULI R. STANDLEY

IN WITNESS WHEREOF, the parties hereto have duly executed this Reciprocal Access and Utility Easement Agreement as of the date and year first above written.

WITNESSES:

Hillary Silver
Print Name: Hillary Silver

Rachel D. Harkey
RACHEL D. HARKEY

John L. Hazlehurst
Print Name: John L. Hazlehurst

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 22nd day of MARCH, 2022, by RACHEL D. HARKEY, who is personally known to me or who has produced a North Carolina Driver's License or _____ as identification.

My Commission Expires: 6-25-26

John L. Hazlehurst
Notary Public

JOHN L HAZLEHURST
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires June 25, 2026

IN WITNESS WHEREOF, the parties hereto have duly executed this Reciprocal Access and Utility Easement Agreement as of the date and year first above written.

WITNESSES:

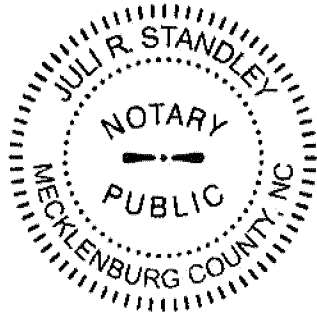
Melissa Field Jerry H. Helms
Print Name: Melissa Field Jerry Helms as Trustee of the Family Trust
established under the Will of Sue L. Helms dated
August 30, 2010

Ramona J. Lawson
Print Name: Ramona J. Lawson

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or [] online notarization this 9th day of MARCH, 2022, by JERRY HELMS, as Trustee of the Family Trust established under the Will of Sue L. Helms dated August 30, 2010, who is personally known to me or who has produced a North Carolina Driver's License or 8044570 as identification.



Juli R. Standley
Notary Public JULI R. STANDLEY
My Commission Expires:
08/04/2024

EXHIBIT A

Legal Description of CCC Parcel

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

Being all of Parcel 1, consisting of 10.622 acres, more or less, of the Recombination Plat for Rhodes Estate (Revocable Trust) Albemarle Road, recorded in Plat Book 59, Page 183 of the Mecklenburg County Register of Deeds.

EXHIBIT B

Legal Description of the Helms Parcel

Tract One (1) Parcel ID # 111-221-08

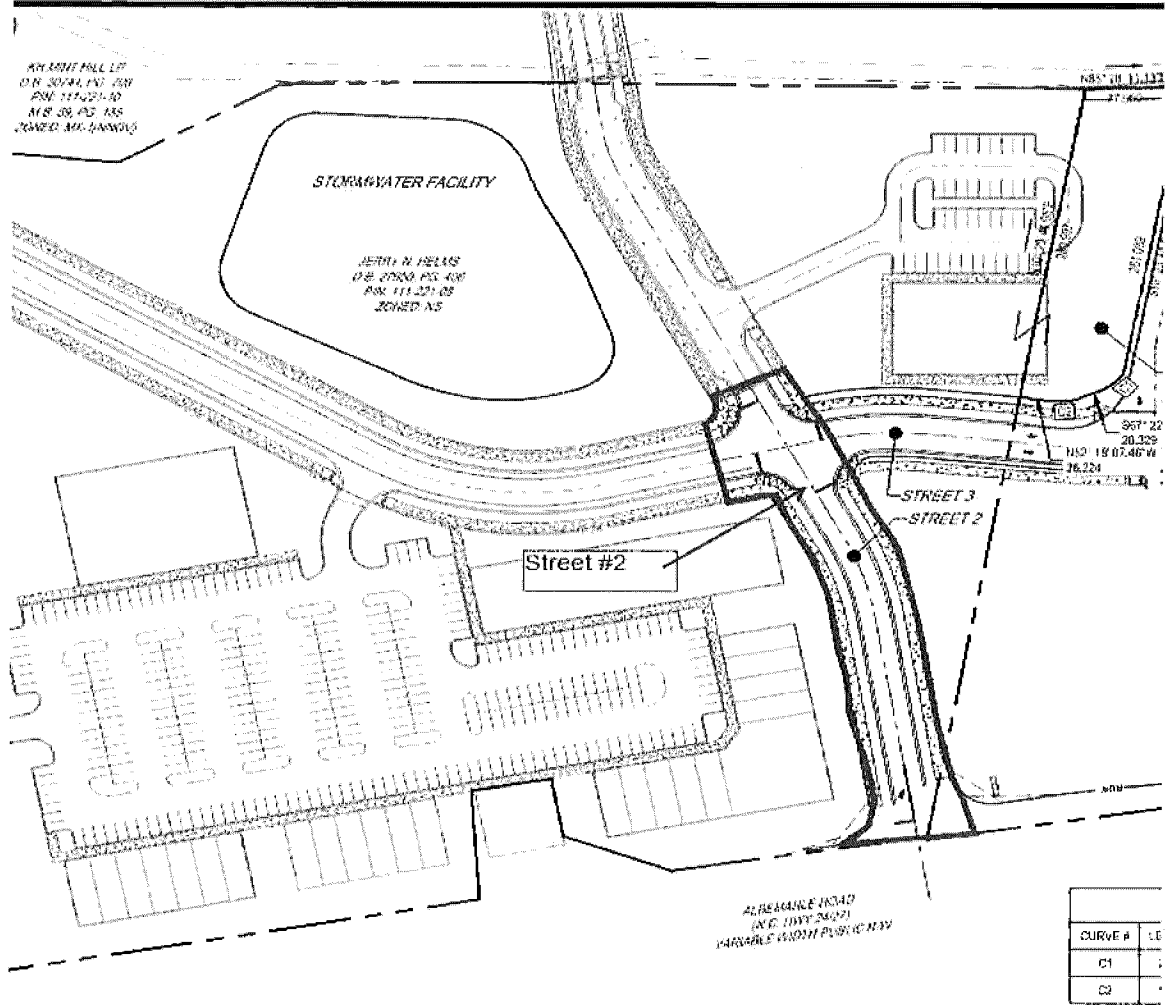
BEGINNING at an iron located in the northerly margin of the right-of-way of Albemarle Road (N.C. Highway No. 27) said iron being the dividing corner between the property of the Grantor herein and H. O. Rhodes (Book 2577 at Page 184), and runs thence from said point and place of Beginning and with the northerly margin of Albemarle Road (N.C. Highway No. 27) with an arc of a circular curve to the left having a radius of 4904.0 feet, an arc distance of 199.69 feet, to a point; thence continuing with the Northerly margin of Albemarle Road S. 81-13-18 W. 2.66 feet to a point; thence leaving the Northerly margin of Albemarle Road four (4) calls as follows: (1) N. 68-41 W. 89.62 feet to an iron; (2) N. 8-59 W. 52.0 feet to an iron; (3) S. 81-31 W. 63.0 feet to an iron; and (4) S. 2-29 E. 97.85 feet to an iron located in the Northerly right-of-way of Albemarle Road aforesaid; thence continuing with the Northerly right-of-way of Albemarle Road S. 81-13-18 W. 518.37 feet to an iron in the Northerly margin of Albemarle Road; thence leaving Albemarle Road and with the property line of Albemarle Road Enterprises seven (7) calls as follows: (1) N. 13-59-18 W. 276.48 feet to an iron; (2) N. 2-30-00 E. 160.0 feet to an iron; (3) N. 12-00-00 E. 350.0 feet to an iron; (4) S. 83-30-0 E. 230.0 feet to an iron; (5) N. 62-00-00 E. 145.0 feet to an iron; (6) S. 89-48-20 E. 144.28 feet to an iron just past a bridge; and (7) S. 88-14-58 E. 484.94 feet to an iron located in the line of H. O. Rhodes aforesaid; thence with the line of H. O. Rhodes aforesaid S. 11-30-00 W. 681.83 feet (passing an old iron 1.83 feet from said Northerly margin of Albemarle Road) to the point and place of BEGINNING, the same containing 688,525 square feet or 15.81 acres, as shown on a boundary survey and plat of the Mrs. D. M. Lemmond Property, dated February 24, 1984, prepared by R. B. Pharr & Associates, North Carolina Registered Surveyors.

EXHIBIT C

INTENTIONALLY DELETED

EXHIBIT D
Street #2 Easement Area

[LEGAL DESCRIPTION TO BE APPENDED UPON DEDICATION]



LAND CONVEYANCE

FROM PARCEL 11122103 TO PARCEL 11122108

DATE: 2/14/2020

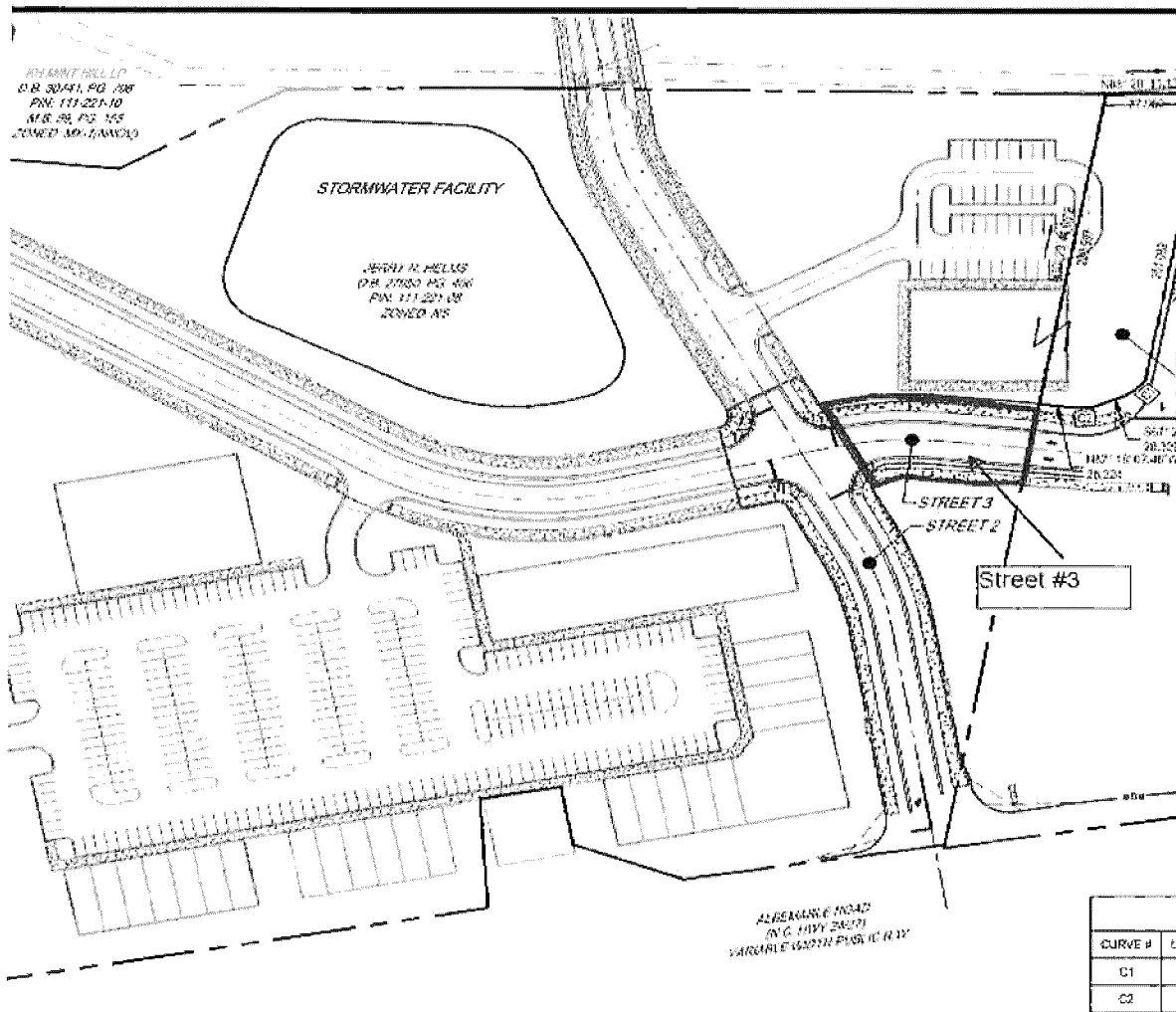
CONVEYANCE OF SERVICE: BE FURNISHED ONLY FOR THE SPECIFIC PURPOSE AND CURVE FOR WHICH THIS MAP WAS PREPARED. NO USE OF AND NO RELIANCE ON THIS DOCUMENT WITHOUT CONSULTING THE ENGINEER.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

EXHIBIT E

Street #3 Easement Area

[LEGAL DESCRIPTION TO BE APPENDED UPON DEDICATION OF STREET #2]



LAND CONVEYANCE

FROM PARCEL 11122103 TO PARCEL 11122108

DATE: 2/14/202

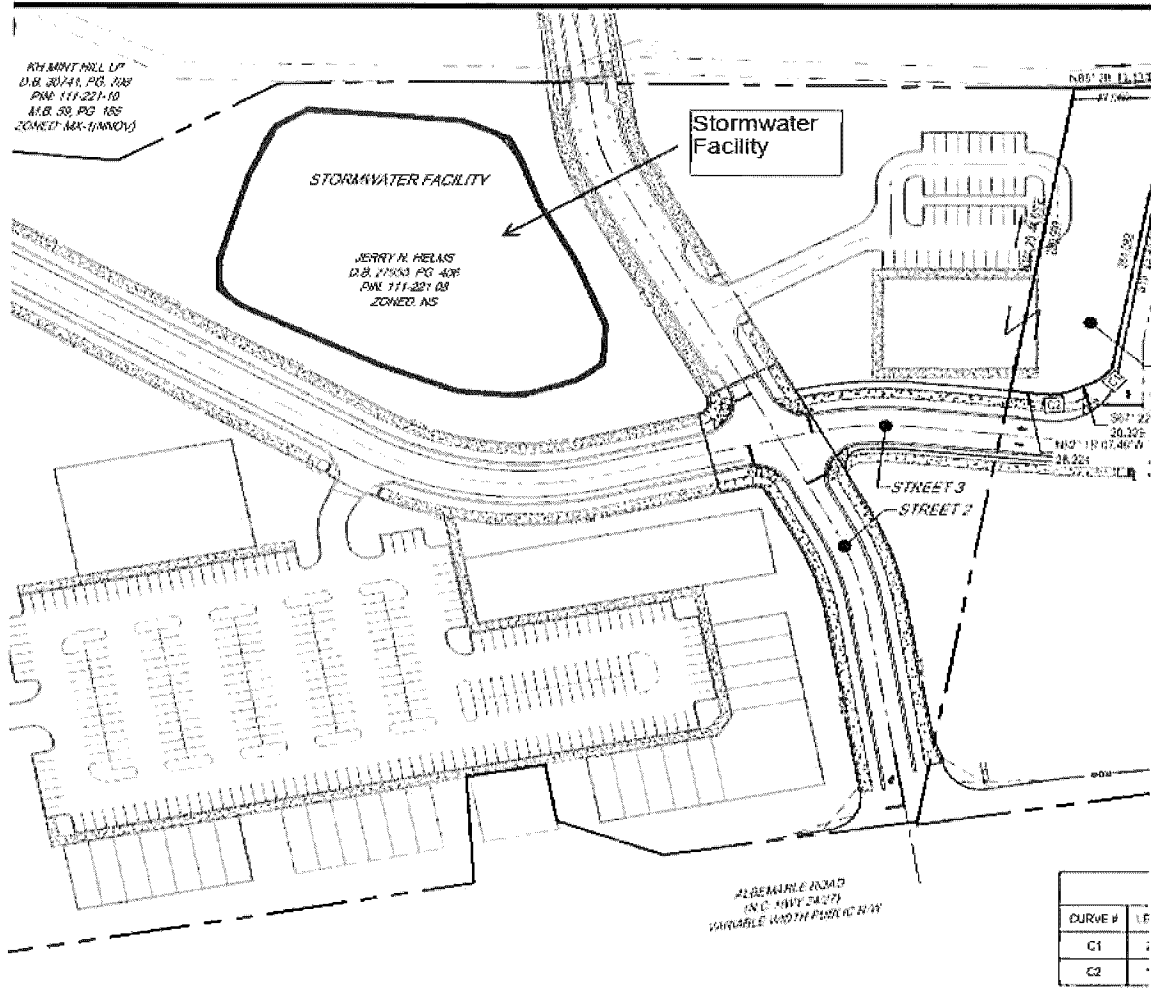
THIS INSTRUMENT OF SERVICE IS RELEASED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. HOUSE OF ARCHITECTS ASSOCIATION OF THE STATE OF TEXAS

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

EXHIBIT G

Stormwater Pond Area

[LEGAL DESCRIPTION TO BE APPENDED UPON COMPLETION]



LAND CONVEYANCE

FROM PARCEL 11122103 TO PARCEL 11122108

DATE: 2/14/202

IS AN INSTRUMENT OF SERVICE, PREPARED FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. USER OF AND WITHHOLD RESPONSIBILITY FOR THIS DOCUMENT WITHOUT OTHER ADVICE.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

EXHIBIT H

Stormwater Facility Plan Approval; Cost Reimbursement Rider

Helms and CCC have agreed that CCC will engage its contractor to perform the Stormwater Facilities in accordance with the Approved Plans and Specifications, as defined herein (the "**Stormwater Facility Improvements**"), substantially in accordance with the Stormwater Facility Improvements Conceptual Plan attached hereto as **Exhibit I** attached hereto and incorporated herein by reference (the "**Stormwater Facility Improvements Conceptual Plan**"); and Helms will reimburse CCC for a portion of the Approved Costs for the Stormwater Facility Improvements, pursuant to the provisions set forth herein. For avoidance of doubt, (a) all excavated, suitable soil material removed from Helms Parcel in connection with performing the work required to complete the Stormwater Facility Improvements shall be left on the Helms Parcel in appropriate topsoil and subsoil spoil piles in a locations mutually agreeable to Helms and CCC, and (b) the portion of the Grading Work reflected to be part of the Stormwater Facility Improvements on the Stormwater Facility Improvements Conceptual Plan shall be part of the Approved Costs to be reimbursed by Helms in accordance with this **Exhibit H**, and the portion of the Grading Work indicated to be performed by CCC at its sole cost and expense shall be performed by CCC as part of the CCC Roadway Improvements.

1. **Plans and specifications.** CCC and Helms have previously reviewed the preliminary engineering drawings and specifications for the Stormwater Facility Improvements (the "**Criteria Drawings**"). CCC agrees to prepare and furnish to Helms, within sixty (60) days after the date of recordation of this Agreement, complete engineering drawings and specifications (hereinafter called the "**Plans and Specifications**") incorporating therein the items specified and shown in the criteria drawings for the construction of the Stormwater Facility Improvements. The Plans and Specifications shall be prepared by a licensed engineer. Helms agrees to review the Plans and Specifications as they relate to Stormwater Facility Improvements and in each case to approve same or to state what changes, if any, are required in order for the Plans and Specifications to conform to the Criteria Drawings within thirty (30) days after receipt thereof. The revisions and resubmissions shall continue until Helms shall have approved the Plans and Specifications, such approval not to be unreasonably withheld, conditioned or delayed (said approved plans and specifications being hereinafter called the "**Approved Plans and Specifications**"). CCC shall provide Helms with two (2) sets of the Approved Plans and Specifications.

2. **Cost of construction.** CCC covenants and agrees that upon Helms's approval of the Plans and Specifications it will obtain a firm commitment for the cost (as hereinafter defined) of constructing Stormwater Facility Improvements from CCC's general contractor (the "**General Contractor**"). The General Contractor shall provide to Helms and CCC a detailed breakdown of the cost, listing all subcontractors and the corresponding portion of such cost attributable to each subcontractor. If Helms is reasonably dissatisfied with the portion of the cost attributable to any subcontractor, Helms may at its option require that the General Contractor obtain at least two (2) other competitive bids for each such subcontractor's portion of the work, in which case the cost will be recalculated using the lowest bid. Helms may also designate other subcontractors to

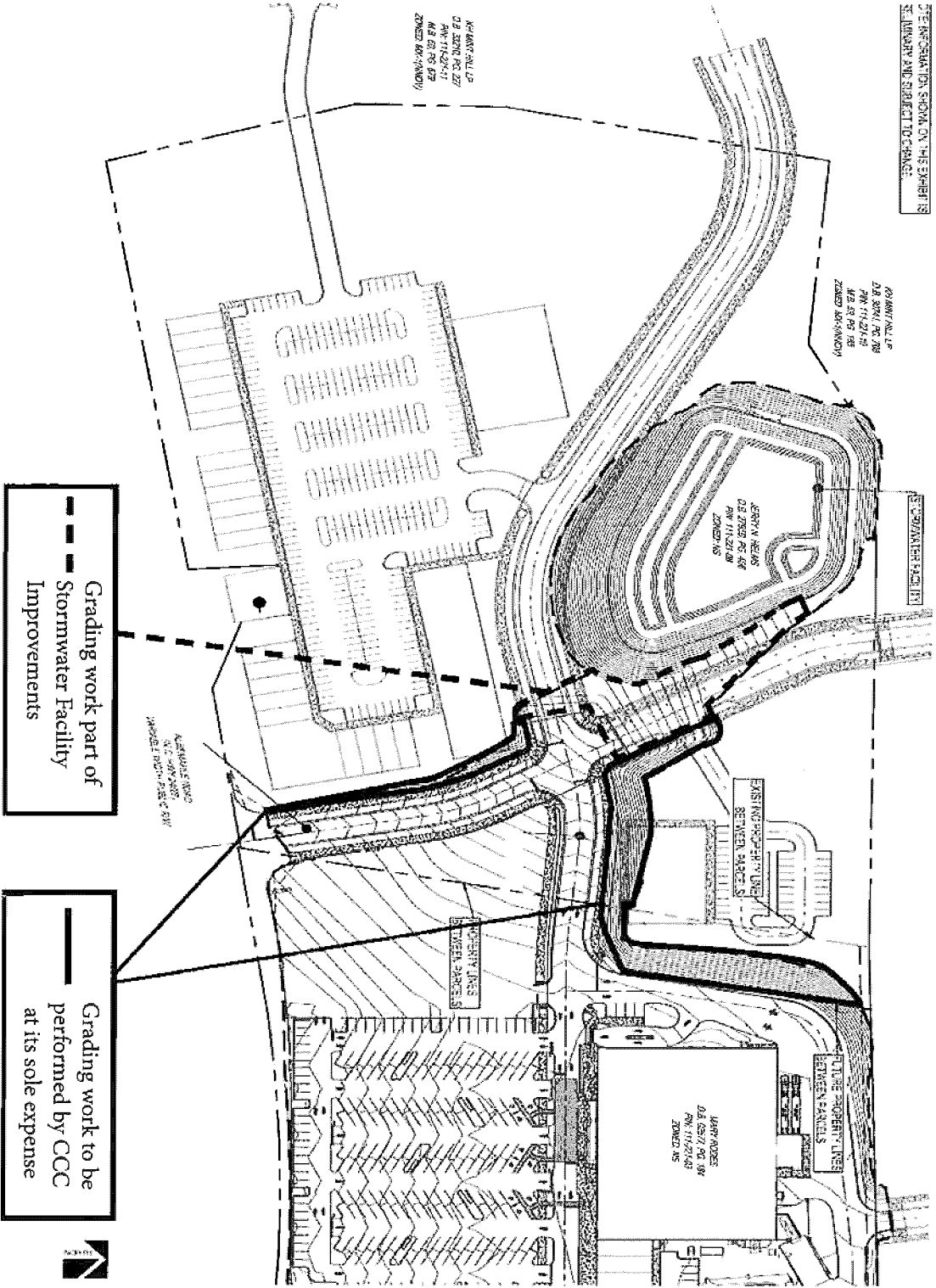
submit bids for such work. The "**Approved Cost**" of constructing Stormwater Facility Improvements shall mean the finally approved contract price for Stormwater Facility Improvements. No Change Orders resulting in a modification of the contract price shall serve to modify the Approved Costs unless the proposed Change Orders are specifically reviewed and approved in writing, in advance, by Helms. Specifically excluded from the Approved Cost are soft costs, including but not limited to real estate commissions, developer's overhead, surveys, engineering or architectural fees, legal fees, or any interim interest associated with the construction loan of the CCC's costs.

3. **Construction of improvements.** CCC covenants and agrees that upon Helms's approval of the Plans and Specifications, it shall, in accordance with the Approved Plans and Specifications, promptly commence and with due diligence proceed to construct the Stormwater Facility Improvements in a manner to complete same by the Construction Deadline. Improvements shall be done by a bondable contractor and shall be done in a good and workmanlike manner and in compliance with all applicable laws, orders and regulations of federal, state, county and municipal authorities, with any direction by any public officer pursuant to law and with all regulations of any board of fire underwriters having jurisdiction. CCC shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required to permit the construction of the Stormwater Facility Improvements in accordance with the Approved Plans and Specifications (subject to Helms' obligation to promptly execute any reasonably requested documentation in accordance with Section 6(B) of the Easement Agreement).

4. **Completion.** Completion of the construction of the Stormwater Facility Improvements in the premises shall occur when all work has been completed in accordance with the Approved Plans and Specifications.

5. **Documentation; payment.** No later than thirty (30) days after written request (but no more often than monthly), Helms shall reimburse CCC the amount of 50% of the Approved Costs as incurred by CCC from time to time; provided, however, CCC shall submit to Helms all documentation reasonably requested to verify CCC's incurrence of the cost, including without limitation, copies of all applications for payment received and approved by CCC's architect, and at the applicable time, the issuance of a certificate of final completion, showing the complete satisfaction and payment for all line items to the cost budget. Helms shall have the right, in its sole discretion, to inspect and audit CCC's books and records regarding the cost in order to verify the actual incurrence of the expenses.

EXHIBIT I
Stormwater Facility Improvements Conceptual Plan



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.