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FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
1998 DEC 18 09 43 AM  
BOOK 10123 PAGE 16-24 FEE \$22 00  
INSTRUMENT # 1998198651

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

## DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "Easement") is granted this 8<sup>th</sup> day of December, 1998, by **FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP** (formerly known as FAISON-ARROWOOD PROPERTIES, LTD ), a North Carolina limited partnership ("Faison") and **BEF REIT, INC.**, an Ohio corporation ("Bob Evans") to **FOREST PARK BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation (the "Association")

### BACKGROUND STATEMENT

A Bob Evans is the owner of a tract of land containing approximately 2 315 acres (the "Bob Evans Parcel"), located at the southeast corner of Arrowood Road and Arrowridge Boulevard, in the City of Charlotte, Mecklenburg County, North Carolina and more particularly shown as "Lot 4" of Forest Park Phase Three - Map 1, on that plat prepared by F Donald Lawrence & Associates, P A , recorded in Plat Book 27 at Page 371 in the Mecklenburg County Public Registry (the "Plat")

B Faison is the owner of two (2) tracts of land (the "Faison Parcels") located to the south and southeast of the Bob Evans Parcel, one containing approximately 3 00 acres and one containing approximately 3 39 acres The Faison Parcels are more particularly described on Exhibit A attached hereto

C The Bob Evans Parcel, the Faison Parcels and certain adjoining properties are encumbered by the recorded Declaration of Restrictive Covenants for Forest Park dated December 6, 1985 and recorded in Book 5141 at Page 927 in the Mecklenburg County Public Registry (as amended to date, the "Declaration") Pursuant to the Declaration, the Association was formed to be responsible for the maintenance and repair of certain common areas within the Forest Park development

D Bob Evans and Faison desire to grant a perpetual non-exclusive drainage easement to the Association, for the benefit of themselves, each other, and other property owners within Forest Park, over the portions of the Bob Evans Parcel and the Faison Parcels more particularly described on Exhibit B attached hereto, including but not limited to those portions of the Bob Evans Parcel identified as "Permanent Detention Easement" or "Detention Pond Easement" on the Plat (the "Drainage Easement Areas")

### GRANT OF EASEMENTS

**NOW, THEREFORE**, in consideration of the premises and for the purposes set forth therein, Bob Evans and Faison (collectively, the "Grantees") hereby grant to the Association, for

the benefit of all "Owners" of any part of the "Properties" (as those terms are defined in the Declaration), and their successors and assigns, perpetual non-exclusive easements over the Drainage Easement Areas for the purpose of using and, subject to the provisions of Paragraph 2 below, maintaining and replacing the storm drainage lines and related facilities (the "Facilities") located within the Drainage Easement Areas, and for discharging storm water through the Facilities into the existing public drainage easements in Arrowridge Road, on the following terms and conditions

1 **Construction of Drainage Improvements** Faison has previously installed a portion of the Facilities Faison shall install the remainder of the Facilities within the Drainage Easement Areas in accordance with the plans and specifications prepared by P E A of North Carolina, dated May 4, 1998, which have been approved by Bob Evans and Faison (the "Approved Plans") Faison shall perform all of its construction work at its sole expense, in a good and workmanlike manner, in accordance with the Approved Plans, and shall comply with all laws, regulations and ordinances applicable to such construction Faison shall be responsible for obtaining the requisite approvals and permits for the construction work from the appropriate agencies of the City of Charlotte Faison agrees to restore the surface of the Bob Evans Parcel to its original condition following the installation of any underground storm drainage lines

Faison shall indemnify, defend and hold Bob Evans harmless from and against any and all claims, damages, losses and expenses (including, without limitation, court costs and attorneys' fees) that may be caused or occasioned by it or its agents, employees or contractors, in connection with its construction work under this Easement, including any claims, fines, damages or penalties arising from its failure to comply with the laws referenced above, and agrees to discharge or bond (within ten (10) days after receipt of notice of filing) any and all liens filed against the Bob Evans Parcel as a result of or relating to its construction

2 **Grant of Construction Easement** Bob Evans grants to Faison, its successors and assigns, a temporary non-exclusive easement (the "Construction Easement") over the entire Bob Evans Parcel, to the extent necessary for Faison to perform its construction obligations under paragraph 1 The Construction Easement shall terminate automatically at the time the construction of the Facilities is completed, but no later than December 31, 1998

3 **Other Rights** In addition to the easement rights granted above, the Association also shall have a perpetual non-exclusive easement over the lands adjacent to the Drainage Easement Areas for the purpose of access to the Drainage Easement Areas as may be reasonably necessary for the Association to exercise the easement rights granted in this Easement The Grantees expressly reserve the right to pave and landscape the surface of the Drainage Easement Areas for the parking of motor vehicles, for driveways, roadways, and sidewalks, and for other purposes that do not interfere with the use and enjoyment of the easement rights created hereby The Grantees also reserve the right to grant other utility easements to third parties through the Drainage Easement Areas, so long as the use of any such easement does not unreasonably interfere with the use and enjoyment of the easement rights hereby granted

4 **Maintenance of Facilities** It is the intent of the parties that the easement interests in the Drainage Easement Areas be considered "Common Property," as that term is

defined in the Declaration, and as contemplated by the Declaration, the Association shall maintain, repair and replace as necessary the Facilities located within the Drainage Easement Areas at its expense, subject to the right of the Association to levy assessments in the manner specified in Article VI of the Declaration. The Association agrees to repair and replace any damage to the landscaping, paving or other non-building improvements within the Drainage Easement Areas resulting from the performance of such work.

5 **Covenants Running With the Land** The easements and conditions contained in this Easement are covenants running with the land, and shall be binding upon Bob Evans and Faison and each future owner of fee simple title to all or part of the Faison Parcel or the Bob Evans Parcel, and their respective grantees, successors, assigns and lessees.

6 **No Rights in Public** This Easement is not intended, and shall not be construed, to grant any rights or privileges to the public in general.

7 **Governing Law** This Easement has been entered into under, and shall be construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, Bob Evans and Faison have executed this Easement under seal as of the day and year first above written.

BEF REIT, INC., an Ohio corporation

Attest

*J. H. Harrington*  
Secretary



By *[Signature]*  
Group Vice President

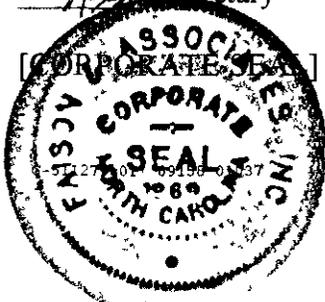
FAISON-ARWOOD PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

By FAISON-CHARLOTTE PROPERTIES LIMITED PARTNERSHIP, a North Carolina limited partnership, General Partner (SEAL)

By Faison & Associates, Inc., a North Carolina corporation, general partner

Attest

*Dennis K. Hantel*  
Asst. Secretary



By *[Signature]*  
Philip W. Norwood, President

STATE OF OHIO

COUNTY OF FRANKLIN

This 8th day of December, 1998 personally came before me Donald J. Radkoski, who, being by me duly sworn, says that he is the Group V President of BEF REIT, INC, an Ohio corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Group V President acknowledged the said writing to be the act and deed of said corporation

Teresa A. Ehmman  
Notary Public

My commission expires

Nov. 6, 2002

[NOTARIAL SEAL]



TERESA A. EHMANN  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES NOV. 6, 2002

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

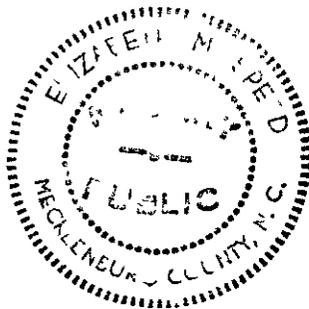
This 14th day of December, 1998 personally came before me Philip W Norwood, who, being by me duly sworn, says that he is the President of FAISON & ASSOCIATES, INC, General Partner of FAISON-CHARLOTTE PROPERTIES LIMITED PARTNERSHIP, General Partner of FAISON-ARROWOOD PROPERTIES LIMITED PARTNERSHIP, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the company, and that said writing was signed and sealed by him, in behalf of said corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation, on behalf of said partnerships

[Signature]  
Notary Public

My commission expires

5-1-2000

[NOTARIAL SEAL]



## EXHIBIT A

### LEGAL DESCRIPTION OF FAISON PARCELS

Located in the City of Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows

#### Lot 12

**BEGINNING** at an iron found in the western margin of the right-of-way of Forest Pine Drive, which iron also is located at the southeastern corner of Lot 4 of Forest Park Phase Three, as shown on that plat recorded in Map Book 27 at Page 371 in the Mecklenburg County Public Registry, and running thence with the western and southern margins of the right-of-way of Forest Pine Drive the following three (3) courses and distances (1) in a southwesterly direction with the arc of a circular curve to the right having a radius of 25 00 feet, an arc distance of 18 69 feet (chord bearing and distance S 51-25-00 W 18 26 feet) to a point, (2) in a southwesterly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc distance of 4 11 feet (chord bearing and distance S 70-28-40 W 4 11 feet) to a point, and (3) in a southerly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc distance of 111 81 feet (chord bearing and distance S 04-03-39 W 89 93 feet) to a point, thence S 30-00-00 W 289 02 feet to a point, thence N 60-44-48 W 342 50 feet to a point in the western margin of the right-of-way of Arrowridge Boulevard, thence with that margin N 29-20-38 E 390 37 feet to a monument found at the southwestern corner of Lot 4 described above, thence with the southern boundary of Lot 4 S. 60-44-48 E 316 97 feet to the point and place of **BEGINNING**, containing 3 00 acres, more or less, and shown as Lot 12 on that survey entitled "Final Plat of Lots 12 & 13, Forest Park Phase Three – Map 2," prepared by F Donald Lawrence & Associates, Inc , dated May 14, 1998, and last revised November 19, 1998

#### Lot 13

**BEGINNING** at a monument found in the western margin of the right-of-way of Forest Point Boulevard, which monument also is located at the southeastern corner of Lot 3 of Forest Park Phase Three, as shown on that plat recorded in Map Book 27 at Page 371 in the Mecklenburg County Public Registry, and running thence with the western margin of the right-of-way of Forest Point Boulevard the following four (4) courses and distances (1) S 24-40-04 W 74 78 feet to a point, (2) S 30-00-00 W 91 03 feet to a point, (3) in a southwesterly direction with the arc of a circular curve to the right having a radius of 300 00 feet, an arc distance of 227 19 feet (chord bearing and distance S 51-41-41 W 221 80 feet) to a point, and (4) S 73-23-22 W 133 52 feet to a point, thence N 40-25-36 W 218 92 feet to a point, thence N 30-00-00 E 289 02 feet to a point in the southern margin of the right-of-way of Forest Pine Drive, thence with the southern and eastern margins of the right-of-way of Forest Pine Drive the following six (6) courses and distances (1) in an easterly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc distance of 52 15 feet (chord bearing and distance S 89-52-27 E 49 82 feet) to a point, (2) in a northerly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc distance of 58 34 feet (chord bearing and distance N 26-48-34 E 55 09 feet) to a point, (3) in a northerly direction with the arc of a circular curve to the left

having a radius of 50 00 feet, an arc distance of 5 43 feet (chord bearing and distance N 09-43-29 W 5 42 feet) to a point, (4) in a northerly direction with the arc of a circular curve to the right having a radius of 25 00 feet, an arc distance of 17 62 feet (chord bearing and distance N 07-21-32 E 17 26 feet) to a point, (5) in a northerly direction with the arc of a circular curve to the right having a radius of 25 00 feet, an arc distance of 1 07 feet (chord bearing and distance N 28-46-32 E 1 07 feet) to a point, and (6) N 30-00-00 E 0 78 feet to a point in the southern boundary of the above-described Lot 3, thence with the southern boundary of Lot 3 S 60-44-48 E 343 07 feet to the point and place of BEGINNING, containing 3 39 acres, more or less, and shown as Lot 13 on that survey entitled "Final Plat of Lot 13, Forest Park Phase Three - Map 2," prepared by F Donald Lawrence & Associates, Inc , dated October 27, 1998, and last revised November 30, 1998

## EXHIBIT B

### LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREAS

Located in the City of Charlotte, Mecklenburg County, North Carolina, and more particularly described as follows

#### Bob Evans Drainage Easement Areas

Those portions of "Lot 4" of Forest Park Phase Three - Map 1, as shown on that plat prepared by F Donald Lawrence & Associates, P A, recorded in Plat Book 27 at Page 371 in the Mecklenburg County Public Registry (the "Plat"), which are identified as "Permanent Detention Easement" or "Detention Pond Easement" on the Plat, together with the following 6,144 square foot parcel adjacent thereto

**BEGINNING** at a point located in the eastern margin of the right-of-way of Arrowridge Boulevard, which point is located N 29-20-38 E 134 52 feet along that margin from the southwestern corner of Lot 4 as shown on the Plat, thence, leaving the eastern margin of the right-of-way of Arrowridge Boulevard, S 60-44-55 E 81 42 feet to a point, thence S 00-13-22 W 153 85 feet to a point in the southern boundary line of Lot 4 as shown on the Plat, thence, with and along the southern boundary line of Lot 4, S 60-44-48 E 22 87 feet to a point, thence, leaving the southern boundary line of Lot 4, N 00-13-22 E 183 01 feet to a point, thence S 29-15-05 W 6 29 feet to a point, thence N 44-51-34 W 93 65 feet to a point in the eastern margin of the right-of-way of Arrowridge Boulevard, thence, with and along the eastern margin of the right-of-way of Arrowridge Boulevard, S 29-20-38 W 44 84 feet to a point, the point and place of Beginning, containing 6,144 square feet, more or less, and shown as "Permanent Detention Easement" on a survey entitled "Final Plat of Lot 13, Forest Park Phase Three - Map 2," prepared by F Donald Lawrence & Associates, Inc, dated October 27, 1998, and last revised November 30, 1998

#### Faison Drainage Easement Areas

That portion of the Faison Parcel more particularly described as "Lot 12" on Exhibit A attached hereto, which Drainage Easement Area contains approximately 3,040 square feet and is more particularly described as follows

**BEGINNING** at a point in the western margin of the right-of-way of Forest Pine Drive (60-foot public right-of-way), said point being the southeastern corner of Lot 4 ("Lot 4") of Forest Park Phase Three - Map 1 as shown on that Plat prepared by F Donald Lawrence & Associates, P A recorded in Plat Book 27 at Page 371 in the Mecklenburg County Public Registry (the "Plat"), thence, with and along the southern boundary line of Lot 4, N 60-44-48 W 160 68 feet to a

point, thence, leaving the southern boundary line of Lot 4, S 00-13-22 W 22 87 feet to a point, thence S 60-44-48 E 139 98 feet to a point in the western margin of the right-of-way of Forest Pine Drive, thence, with and along the western margin of the right-of-way of Forest Pine Drive, the following two (2) courses and distances (1) with the arc of a circular curve to the right having a radius of 50 00 feet, an arc length of 4 11 feet (chord bearing and distance of N 70-28-40 E 4 11 feet) to a point, and (2) with the arc of a circular curve to the left having a radius of 25 00 feet, an arc length of 18 69 feet (chord bearing and distance of N 51-25-00 E 18 26) feet to a point, the point and place of Beginning, containing 3,040 square feet, more or less, and shown as "Permanent Detention Easement" on a survey entitled "Final Plat of Lots 12 & 13, Forest Park Phase Three – Map 2," prepared by F Donald Lawrence & Associates, Inc , dated May 14, 1998, and last revised November 19, 1998, AND

That portion of the Faison Parcel more particularly described as "Lot 13" on Exhibit A attached hereto, which Drainage Easement Area contains approximately 6,850 square feet and is more particularly described as follows

**BEGINNING** at a point in the eastern margin of the right-of-way of Forest Pine Drive (60-foot public right-of-way), which point is the following two (2) courses and distances along that margin from the southwestern corner of Lot 3 ("Lot 3") of Forest Park Phase Three – Map 1 as shown on that Plat prepared by F Donald Lawrence & Associates, P A recorded in Plat Book 27 at Page 371 in the Mecklenburg County Public Registry ("the Plat") (1) S 30-00-00 W 0 78 feet to a point, and (2) in a southerly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc length of 1 07 feet (chord bearing and distance S 28-46-32 W 1 07 feet) to the point and place of Beginning, thence S 59-26-27 E 248 24 feet to a point, thence S 54-48-01 E 96 82 feet to a point in the western margin of the right-of-way of Forest Point Boulevard (width of right-of-way varies), thence with that margin S 24-40-04 W 20 34 feet to a point, thence N 54-48-01 W 99 73 feet to a point, thence N 59-26-27 W 237 12 feet to a point in the eastern margin of the right-of-way of Forest Pine Drive, thence, with that margin the following two (2) courses and distances (1) in a northerly direction with the arc of a circular curve to the left having a radius of 50 00 feet, an arc length of 5 43 feet (chord bearing and distance N 09-43-29 W 5 42 feet) to a point, and (2) in a northerly direction with the arc of a circular curve to the right having a radius of 25 00 feet, an arc length of 17 62 feet (chord bearing and distance N 07-21-32 E 17 26 feet) to the point and place of Beginning, containing 6,850 square feet, more or less, and shown as "20' Permanent Detention Easement" on a survey entitled "Final Plat of Lot 13, Forest Park Phase Three – Map 2," prepared by F Donald Lawrence & Associates, Inc , dated October 27, 1998, and last revised November 30, 1998

