

TRACTS  
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FOR REGISTRATION JUDITH A GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2006 MAR 15 03 34 PM  
BK: 20145 PG 541-553 FEE \$47.00

INSTRUMENT # 2006049060  
  
2006049060

Prepared by and return to:

Gottlieb & Smith, P.A.  
Attn: Durham T. Boney, Esquire  
1901 Main Street, Suite 900  
Columbia, SC 29201

**Indexing Instructions:** This GRANT OF SIGN EASEMENT AND AGREEMENT should be indexed under the name of MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC, a North Carolina limited liability company, as "GRANTEE" for indexing purposes and under MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company, as "GRANTOR" for indexing purposes.

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

**GRANT OF SIGN EASEMENT AND AGREEMENT**

THIS GRANT OF SIGN EASEMENT AND AGREEMENT ("Agreement") is entered into this 14th day of March, 2006 (the "Effective Date") by and among MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC, whose address is 801 East Trade Street, Suite 200, Charlotte, NC 28202 ("Mt. Holly") and MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company whose address is 1901 Main Street, Suite 900, Columbia, SC 29201 ("E&A"), (the terms "Mt. Holly" and "E&A", shall include their respective successors in title to the Mt. Holly Property and E&A Property, as defined below).

**RECITALS:**

A. Mt. Holly is acquiring fee simple ownership of that certain parcel of land known as Parcel B as shown on a plat entitled "Subdivision Plat of: Mountain Island Market Place Paw

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20145-541

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Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005; said parcel being more particularly described on Exhibit A (the "Mt. Holly Property").

B. E&A is the fee simple owner of a certain parcel 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; said parcel being more particularly described on Exhibit B (the "E&A Property").

C. E&A desires to grant easements to locate signage on the E&A Property as more particularly described herein.

#### AGREEMENT:

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand paid by Mt. Holly to E&A, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants set forth below, the parties grant, covenant and provide as follows:

1. The above recitals are incorporated herein by reference.

2. E&A hereby gives, grants and conveys unto Mt. Holly, its successors and assigns, for the benefit of the Mt. Holly Property, a perpetual, non-exclusive sign panel easement over certain portions of the E&A Property subject to the terms hereof. E&A and Mt. Holly intend to seek to permit (i) a multi-tenant pylon sign on the E&A Property adjacent to the intersection of Mount Holly-Huntersville Road and Couloak Drive (the "E&A Mt. Holly Road Sign"); and (ii) a multi-tenant pylon sign on the E&A Property adjacent to the common boundary between the E&A Property and Interstate 485 (the "E&A I-485 Sign"). The E&A Mt. Holly Road Sign and the E&A I-485 Sign are collectively referred to herein as the "E&A On-Premises Signs". Such E&A Mt. Holly Road Sign shall provide panel area for the Mt. Holly Property equal to one-third (1/3<sup>rd</sup>) of the total panel area provided and will be generally located within the area marked on Exhibit C (the "Sign Easement Area"). Such E&A I-485 Sign shall provide one tenant panel area for the Mt. Holly Property equal to the lesser of (a) one-third (1/3<sup>rd</sup>) of the total panel area on the E&A I-485 Sign or (b) a 2' X 8' panel location. E&A may designate the exact location of the E&A Mt. Holly Road Sign and shall have the right, from time to time, to relocate the E&A Mt. Holly Road Sign and the Sign Easement Area provided such sign remains generally at the intersection of Couloak Drive and Mount Holly-Huntersville Road. E&A may designate the exact location of the E&A I-485 Sign, but it shall generally be somewhere along the common property line with Interstate 485, and E&A shall have the right, from time to time, to relocate the E&A I-485 Sign along the common property line with Interstate 485. The initial design of the E&A On-Premises Signs shall be prepared by Mt. Holly, but such design shall be subject to approval of E&A and the final approved sign plan for such sign is referred to herein as the "E&A Mt. Holly Road Sign Elevation Plan" (with respect to the E&A Mt. Holly Road Sign) and "E&A I-485 Sign Elevation Plan" (with respect to the E&A I-485 Sign). Unless E&A elects to commence construction of the E&A Mt. Holly Road Sign and/or E&A I-485 Sign, Mt. Holly shall have the right to proceed to construct same upon notice to E&A. Upon completion of construction of the E&A Mt. Holly Road Sign, but subject to the terms hereof, Mt. Holly shall

have the exclusive right to install, maintain and operate tenant or occupant sign panels on such E&A Mt. Holly Road Sign within the lower one-third (1/3<sup>rd</sup>) of the panel area on such sign (such designated area also being referred to as the "Mt. Holly Property Panel Area"). Upon completion of construction of the E&A I-485 Sign, but subject to the terms hereof, Mt. Holly shall have the exclusive right to install, maintain and operate one tenant or occupant sign panel on such E&A I-485 Sign within the panel area designated by E&A on the E&A I-485 Sign (such designated area also being referred to as the "Mt. Holly Property Panel Area").

3. Mt. Holly may utilize the Mt. Holly Property Panel Area on each of the E&A On-Premises Signs only for the display of the trade name or identity of tenants or occupants conducting business on the Mt. Holly Property and all such sign panels shall be professionally prepared and shall comply with all applicable sign ordinances and such other reasonable panel design criteria that is uniformly applied by E&A from time to time to all panel areas located on the E&A Mt. Holly Road Sign (with respect to such sign) and on the E&A I-485 Sign (with respect to the E&A I-485 Sign; provided, with respect to the E&A Mt. Holly Road Sign, Mt. Holly shall not identify more than two (2) tenants or occupants within the Mt. Holly Property Panel Area or otherwise divide its panel area into more than two (2) occupant sign panels, and with respect of the E&A I-485 Sign, Mt. Holly shall not identify more than one (1) tenant or occupant or otherwise divide its panel area. During any time that any Mt. Holly Property Panel Area is not being utilized by Mt. Holly under this Agreement, Mt. Holly shall cause a blank sign panel (in accordance with specifications approved by E&A) to be maintained within such panel area. Except with respect to the Mt. Holly Property Panel Area as provided for above, E&A shall have the exclusive right, from time to time, to locate, install, maintain and operate tenant and occupant sign panels on the E&A Mt. Holly Road Sign and E&A I-485 Sign for tenants and occupants of the E&A Property, any land area integrated into the E&A Property and as it otherwise may see fit in E&A's sole discretion. In the event not more than one panel area is permitted, then Mt. Holly shall not have the right to locate panels on the E&A I-485 Sign. No sign panel located within the Mt. Holly Property Panel Area shall include or incorporate neon, flashing or excessively bright lights, or mechanized signage features or features that extend perpendicular to the face of the pylon sign by more than four (4") inches and any sign panel shall be subject to approval of E&A, not to be unreasonably withheld, conditioned or delayed. In no event shall the name or insignia of any establishment selling or exhibiting "obscene" material, or which exhibits, either live or by other means in any degree, nude or partially clothed dancers or wait staff, or selling or exhibiting drug related paraphernalia, or selling alcohol beverages for on-premises consumption exceeding 50% of the gross revenues of such business, or constituting a "massage" parlor or similar establishment, whether or not so named, or operating a flea market, amusement or video arcade, pool, billiard, or dance hall, or gambling facility operation, including but not limited to: off-tract or sports betting parlor, table games such as black jack or poker, slot machines, video poker, blackjack, keno machines or similar devices or bingo hall, operating an abortion clinic, or provides services related providing abortions, or that is otherwise determined in the reasonable opinion of E&A to be inconsistent with that of a first class community oriented retail shopping center be permitted to be displayed within the Mt. Holly Property Panel Area. E&A shall have the right, from time to time, to redesign and replace the E&A Mt. Holly Road Sign and/or E&A I-485 Sign, provided that the total amount of sign area available to the Mt. Holly Property does not diminish from the initial design (i.e. one-third of the total sign area on the E&A Mt. Holly Road Sign and the lesser of one-third or a panel of at least 2' X 8' on the E&A I-485 Sign).

4. E&A and Mt. Holly shall split the initial cost of construction of the E&A Mt. Holly Road Sign, with two-thirds (2/3rds) of the cost of the reasonable design and construction being paid by E&A and the remaining one-third (1/3<sup>rd</sup>) of the cost of the reasonable design and construction being paid by Mt. Holly. E&A and Mt. Holly shall split the initial cost of construction of the E&A I-485 Sign based on the ratio of each party's total sign panel area over the total sign panel area permitted on such sign. Prior to the issuance of any building permit for building structures on the E&A Property, Mt. Holly shall be solely responsible for the operation (including utility charges), maintenance and repair of the E&A On-Premises Signs. Subject to the reimbursement obligations of Mt. Holly as set forth below, and after issuance of the first permit for vertical building improvements on the E&A Property, the owner of the E&A Property shall be solely responsible for the operation (including, utility charges), maintenance, repair, and replacement of the E&A On-Premises Signs. After E&A's assumption of maintenance responsibilities for the E&A On-Premises Signs, the owner of the Mt. Holly Property shall reimburse the owner of the E&A Property its "percentage share" (as determined below) of all reasonable costs incurred by the owner of the E&A Property in connection with the operation (including, utility charges), maintenance, repair, and replacement of the E&A On-Premises Signs (except that each person or entity having a right to occupy a panel area shall individually be responsible for the cost, repair, and replacement of any occupant sign panel placed on a pylon sign, including the cost of replacement of bulbs for the internal illumination of such person's panel area). As used herein, Mt. Holly's "percentage share" shall equal (i) 33.33% of the E&A Mt. Holly Road Sign and (ii) the percentage determined by the ratio of Mt. Holly's sign panel area over the total sign panel area on the E&A I-485 Sign. Mt. Holly's "percentage share" shall be due and payable within thirty (30) days after receipt of each invoice from E&A. Upon request, E&A shall provide Mt. Holly reasonable documentation to support each invoice. In the event that Mt. Holly fails to reimburse E&A its percentage share of the costs of operation (including, utility charges), maintenance, repair, and replacement and such failure continues for more than thirty (30) days after written demand therefore, then E&A may elect to pursue any remedy at law or in equity (in the event such failure continues for more than 120 days after written demand and without any good faith dispute as to the amount due, then in addition to any other remedy, E&A shall be entitled to terminate any further right of Mt. Holly to maintain sign panels on the E&A On-Premises Signs). Any reimbursement amount not paid by Mt. Holly to E&A when due shall accrue interest at the rate equal to the lesser of the maximum rate allowed by law or one and one half percent (1.5%) per month on the past due amount.

5. Mt. Holly, at its sole cost and expense, shall cause its sign panels located within the E&A On-Premises Signs to be maintained in good and clean condition comparable to the other sign panels maintained on the pylon sign and without noticeable cracks or holes in the sign panels.

6. Each party to this Agreement, and any person or entity acquiring fee title to any part of the E&A Property or Mt. Holly Property, as applicable, shall be bound by this Agreement only during the period such person or entity has such interest in such tract or portion of the tract and any such person or entity shall be released of any obligations under this Agreement from and after the date of transfer of title to the applicable tract to another person or entity (in which event, such acquiring person or entity shall be deemed by acceptance of title to such tract or portion thereof to be bound to the provisions of this Agreement during the period of such person's or entity's ownership), 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 and covenants in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land and shall be binding upon the person acquiring such ownership interest. In the event that there is more than one fee simple owner of the E&A Property or Mt. Holly Property, then such owners of the E&A Property or Mt. Holly Property, as applicable, may record a supplemental agreement in the Mecklenburg County land records allocating the rights and benefits attributable to E&A and/or the E&A Property or to Mt. Holly and/or the Mt. Holly Property, as applicable, under this Agreement and such supplemental agreement shall be binding as to the parties thereto (but shall not affect the rights of any party to this Agreement who has not entered into such supplemental agreement).

7. Each party agrees that, on the request of any other party, that such requested party 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 party, by suitable written instrument duly executed and acknowledged. Such certificate may be relied upon by the requesting party, its successors, and lenders. The requested party shall deliver such certificate within thirty (30) days after receipt of such request.

8. Any notice, request, or demand required or permitted to be given pursuant to this Agreement shall be in writing, and shall be deemed sufficiently given if delivered by hand, by messenger at the address of the intended recipient, sent pre-paid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States First Class Mail (registered or certified, postage prepaid with return receipt requested) addressed to the intended recipient, at the intended recipient's address set forth below, or such other address as the intended recipient may have specified by written notice to the sender given in accordance with the requirements of this Paragraph. Any such notice request or demand so given shall be given when received.

<p><b>E&amp;A:</b></p> <p>Mountain Island (E&amp;A), LLC          1901 Main Street, Suite 900          Columbia, SC 29201          Attn: Jodie W. McLean, President</p>	<p><b>Mt. Holly:</b></p> <p>Mt. Holly-Huntersville Medical I, LLC          801 East Trade Street, Suite 200          Charlotte, NC 28202          Attn: Mr. Royden L. Goode II</p>
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9. This Agreement represents the entire agreement between the parties, and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed, interpreted and applied according to the laws of the State of North Carolina, and shall be binding upon and shall inure to the benefit of their respective heirs, personal representatives, successors, and assigns, and shall run with the land and be binding upon and benefit the Mt. Holly Property and the E&A Property, as applicable. The easements and rights granted in this Agreement are intended to be appurtenant to the E&A Property and Mt. Holly Property, respectively, but the parties agree that such easements and rights granted under this Agreement are commercial in nature and assignable for the benefit of any successor in title to the E&A Property and Mt. Holly Property, respectively, in the event such easements and rights are held to be easements and/or rights in gross. In the event of any litigation between the parties to enforce or interpret this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable costs and attorney's fees for such action.

10. Each party covenants to the other that it has the right and authority to enter into and deliver this Agreement. E&A covenants that the easements granted to Mt. Hollyby virtue of this Agreement are free and clear of all liens (except liens for property taxes, not yet due and payable), claims, tenancies, encumbrances and rights of third parties of any kind whatsoever claiming by or through E&A (except as to the rights of any lender or other applicable party whose consent and subordination is made part of this Agreement following the signature page of E&A and Mt. Holly), that E&A has obtained all lender and third party consents and approvals required to effect this Agreement and the granting of the easements set forth herein in accordance with the terms of this Agreement.

11. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed one and the same instrument and separate signature pages to identical originals may be consolidated into fully executed original counterparts of this Agreement. Executed copies of this Agreement may be delivered between the parties via telecopy or electronic mail.

WITNESS the following signatures and seals:

WITNESSES:

[Signature]  
Print Name: J. S. Mical

[Signature]  
Print Name: William C Parise

MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC  
a North Carolina limited liability company

By: [Signature]  
Print Name: Royden L. Goode II  
Title: Manager

~~STATE OF MASSACHUSETTS~~ )  
NORTH CAROLINA )  
COUNTY OF MCKENNA )

ACKNOWLEDGMENT

I William B. Kirk Jr., a Notary Public for the state and county aforesaid, do hereby certify that Royden L. Goode II personally appeared before me this day and acknowledged that he/she voluntarily signed the foregoing document for the purposes stated therein and that he/she is the Manager of Mt. Holly-Huntersville Medical I, LLC, a North Carolina limited liability company, and that by authority duly given he/she executed the foregoing instrument on behalf of Mt. Holly-Huntersville Medical I, LLC as the act and deed of the foregoing Mt. Holly-Huntersville Medical I, LLC for the purposes stated in such instrument and he/she is personally known to me.

Witness my hand and official seal this 14th day of March, 2006

Notary Public: William B. Kirk Jr.  
Print Name: William B. Kirk, Jr.



Commission Expires: 7/7/07  
[NAME OR SEAL]

WITNESSES:

Peggy Goodfellow  
Print Name: Peggy Goodfellow  
Amanda Douglas  
Print Name: Amanda Douglas

MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company

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

By: Jodie W. McLean  
Jodie W. McLean, Manager

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

ACKNOWLEDGMENT

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

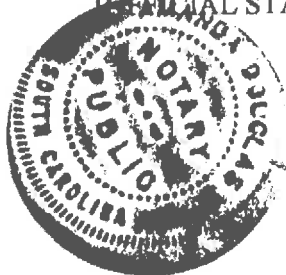
Witness my hand and official seal this 13th day of March, 2006

Notary Public: Amanda Douglas  
Print Name: Amanda Douglas

My Commission Expires:

3-17-13

[OFFICIAL STAMP OR SEAL]





**EXHIBIT A**

The Mt. Holly Property

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

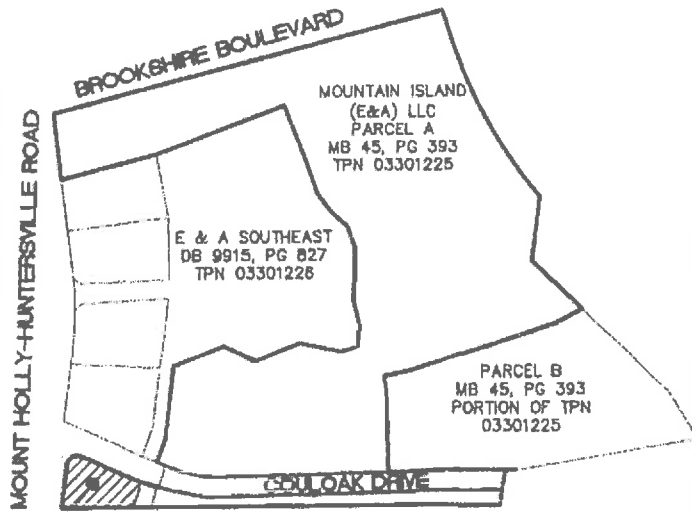
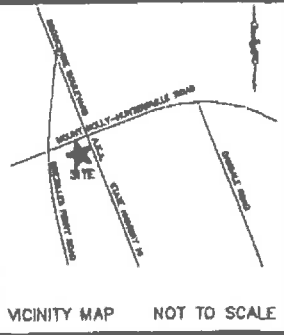
**EXHIBIT B**

The E&A Property

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.

**EXHIBIT C**

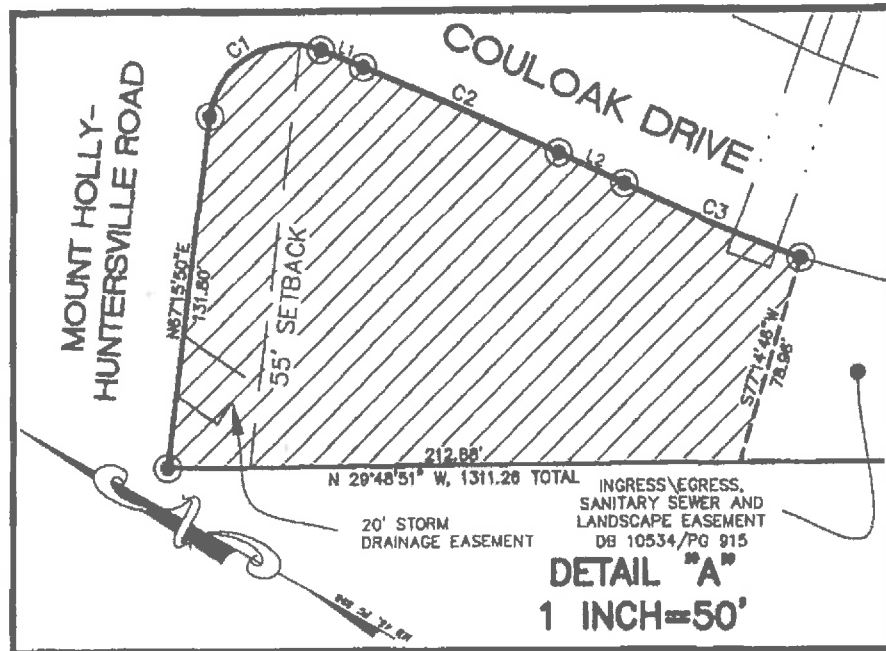
**Sign Easement Area**



SIGN EASEMENT AREA  
27,012 SQ. FT.  
+/-0.620 ACRE

OVERALL PROPERTY  
1"=400'

PROPOSED SIGN EASEMENT  
SEE DETAIL "A"



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

CURVE TABLE					LINE TABLE		
CURVE	RADIUS	LENGTH	CHORD BRG.	CHORD DIST.	LINE	LENGTH	BEARING
C1	30.00	55.08	S60°09'26"E	47.65'	L1	17.17	S07°01'43"E
C2	1377.71	79.90	S05°40'48"E	79.89'	L2	27.13	S04°01'07"E
C3	831.00	71.37	S06°28'44"E	71.35'			

GNA FILE NAME: DRAWING\_FILE\_NAME



GNA DESIGN ASSOCIATES, Inc.

428 East Fourth Street  
Suite 408 (704) 373-1907  
Charlotte, NC 28202

Surveying • Landscape Architecture • Civil Engineering

GNA PROJECT # 59369	SIGN EASEMENT EXHIBIT MAP	
FIELD BOOK FIELDBOOK	PROPERTY OF	
SURVEYED SURVEYDATE:	EDENS AND AVANT	
SURVEY BY GNA DESIGN		
DRAWN BY MEF	DEED BOOK 11564 PAGE 61	SHEET 1
	TAX PARCEL NO. 03301225	OF 1
SURVEY SUPERV.	DATE 3/10/06 SCALE: 1"=50'	1



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

**PLEASE RETAIN YELLOW TRAILER PAGE**

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

\*\*\*\*\*

**Filed For Registration:** 03/15/2006 03:34 PM  
**Book:** RE 20145 **Page:** 541-553  
**Document No.:** 2006049060  
ESMT 13 PGS \$47.00  
**Recorder:** MAXINE HAITH



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