

Drawn by and return to: Robert C. Whitte Attorney
124 W. Catawba Avenue
Mount Holly, N.C. 28120

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

RELEASE AND EASEMENT
AGREEMENT

THIS RELEASE AND EASEMENT AGREEMENT is made January 24, 1992, between CENTERMARK/MOUNT HOLLY-HUNTERSVILLE LIMITED PARTNERSHIP, a North Carolina limited partnership ("Centermark"); and GEORGE W. ROBINSON, a resident of Mecklenburg County, North Carolina ("Robinson"), and WILLIAM FRANCIS JONES and wife, SANDRA M. JONES, residents of Mecklenburg County, North Carolina (collectively, "Jones").

Background Statement

In April 1954, Robinson acquired certain property from the heirs at law of Watson McGee, a portion of which is now identified as Tax Parcel No. 033-012-25, crosshatched and labeled on the Mecklenburg Tax Line Map attached as Exhibit A and made a part hereof, and more particularly described on Exhibit B attached hereto and made a part hereof ("Robinson Tract"). The Robinson Tract adjoins the southerly boundary of a tract of land formerly owned by Mary Dunn Kearns, identified as Tax Parcel No. 033-012-26, outlined in a solid line and labeled on Exhibit A, and more particularly described on Exhibit B ("Kearns Tract") and a tract of land formerly owned by Lewis F. Dunn, and wife Eleanor Dunn, labeled as Tax Parcel No. 033-012-27, outlined by a dashed line and labeled on Exhibit A, and more particularly described on Exhibit B ("Dunn Tract"). The Dunn Tract and the Kearns Tract (hereinafter sometimes referred to collectively as the "Dunn Farm"), both formerly owned by Robert F. Dunn, father of Mary Dunn Kearns and Lewis F. Dunn, front on the Mount Holly-Huntersville Road. Mr. Robinson currently uses an unpaved driveway crossing the Kearns Tract shown generally by parallel dashed lines on Exhibit A ("Driveway") for access from the Robinson Tract to the Mount Holly-Huntersville Road.

Robinson conveyed the Robinson Tract to Jones in June 1987 by deed recorded in Book 5534, Page 936, Mecklenburg County Public Registry, subject to a life estate retained by Robinson. CenterMark purchased the Kearns Tract from Mary Dunn Kearns and the Dunn Tract from Lewis F. Dunn, and wife Eleanor Dunn, on November 30, 1989, by deed recorded in Book 6163, Page 519, Mecklenburg County Public Registry and deed recorded in Book 6163, Page 515, Mecklenburg County Public Registry, respectively.

To permit the complete development of the Dunn Farm as contemplated by its current conditional district zoning, Robinson and Jones have agreed to abandon any right to use the Driveway and to access the Robinson Tract via an alternate route provided pursuant to the terms hereof, all as more fully set forth in this Release and Easement Agreement.

JUDITH A GIBSON REG OF DEEDS MECK NC
BK: 07311 PG: 0747/0759 #:0207 30.00
FILED FOR REGISTRATION 05/25/93 15:04

Statement of Agreement

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenterMark, and Robinson and Jones (Robinson and Jones are hereinafter sometimes collectively referred to as "Grantees") hereby agree, effective as of the date of this Agreement as follows:

1. Release of Rights in the Driveway. In consideration of the agreements set forth in paragraphs 2 through 4 hereof, Grantees, for themselves, their heirs, successors and assigns, hereby release, remise, abandon and forever quitclaim unto CenterMark, its successors and assigns, any and all right, title, interest and easement, if any, they have from and after the date of this Agreement in and to the Driveway or in and to any other course across the Dunn Farm, including but not limited to any license or easement for access to the Mount Holly-Huntersville Road, to the end that CenterMark, its successors and assigns, may and shall own, possess and enjoy the Dunn Farm, free and discharged from all right, claim or easement of Grantees or anyone claiming by, through or under them in the Dunn Farm, except for rights and easements created pursuant to paragraphs 2 through 4 hereof.

2. Perpetual Easement. CenterMark hereby grants and conveys to Grantees, their heirs, successors and assigns, from and after the date of this Agreement, the perpetual, non-exclusive right and easement to use, pave and maintain a road constructed on the sixty (60) foot wide right-of-way outlined by a dashed line, labeled on Exhibit C attached hereto and made a part hereof, and having a center line described in Exhibit D attached hereto and made a part hereof (the "Perpetual Easement") for the purpose of providing access between the Robinson Tract and the Mount Holly-Huntersville Road, subject to a retained right in CenterMark, its successors and assigns, to relocate such Perpetual Easement by recording an amendment to this Agreement signed only by CenterMark, or its successors or assigns, provided (i) at the time of recording such amendment any roadway construction in the original Perpetual Easement pursuant to the terms of or rights created by this Agreement is duplicated, at the sole expense of CenterMark, in the relocated Perpetual Easement, and (ii) the relocated Perpetual Easement provides reasonably similar direct access from the Mount Holly-Huntersville Road either to the original terminus of the Perpetual Easement into the Robinson Tract, or to another location approved by the then owner of the Robinson Tract. Nothing in this paragraph 2 shall be deemed to require Grantees to exercise the easement rights granted hereunder or to maintain in any manner any road improvements constructed by Grantees or others in the Perpetual Easement.

3. Private Driveway Easement. CenterMark hereby grants to the Grantees, their heirs, successors and assigns, a perpetual,

non-exclusive right and easement for the benefit of, appurtenant to, and running with title to, the Robinson Tract (i) over a twenty foot (20') wide tract of land located within the right-of-way of the "Collector Road" to be located substantially as shown on Exhibit C attached hereto, and running in an easterly direction from the intersection of the Perpetual Easement and the Collector Road to the cul-de-sac at the eastern end of the Collector Road, and (ii) over that twenty foot (20') wide tract of land commencing in the southeasterly margin of the right-of-way of the Collector Road, terminating in the common boundary line of the Robinson Tract and Kearns Tract, and having as its centerline a line one hundred ten feet (110') southwest of, and parallel to, the southwesterly margin of the right-of-way of New U.S. Highway #16 in Mecklenburg County, North Carolina (generally as depicted on Exhibit C attached hereto), for the purpose of construction, maintenance and use of a paved driveway (collectively, the "Driveway Easement"). The Driveway Easement is subject to the retained right in CenterMark, its successors and assigns, to relocate the Collector Road and that portion of the Driveway Easement within the Collector Road from time to time at its sole discretion, provided at the time of such relocation (A) any roadway construction in the original Driveway Easement pursuant to the terms of and rights created by this Agreement is duplicated at the sole expense of CenterMark, in the relocated Driveway Easement within the relocated Collector Road, and (B) any roadway construction in that portion of the Driveway Easement running parallel to the southwesterly margin of the right-of-way of New U.S. Highway #16 is extended, if necessary, to intersect with the southeasterly margin of the right-of-way of the Collector Road, as relocated. Nothing in this paragraph 3 shall be deemed to require Grantees to exercise the easement rights granted hereunder or to maintain in any manner any road improvements constructed by Grantees or others in the Driveway Easement.

4. **Temporary Robinson Driveway Easement.** CenterMark hereby grants to Grantees, their successors and assigns, the temporary, non-exclusive right and easement to use and maintain that portion of the Driveway running from the intersection of the Driveway with the southeasterly margin of the right-of-way of the Collector Road (as relocated from time to time) to the common boundary line of the Robinson Tract and Kearns Tract, now approximately as shown on Exhibit C attached hereto ("Temporary Driveway"). Grantees acknowledge that CenterMark has constructed an alternative route to the Robinson Tract by grading and putting gravel on a ten foot (10') wide roadway from the southerly right-of-way of the Mount Holly-Huntersville Road along a portion of the Perpetual Easement and the Collector Road to the current location of the Driveway.

The easement and obligations created by this paragraph 4 shall automatically terminate upon thirty (30) days written notice to the then owner of the Robinson Tract that CenterMark, or its successors or assigns, intends to improve the tract of land identified as Tract 1 on Exhibit A attached hereto, or any part thereof. Upon the expiration of the right and easement granted in this paragraph

4, the owner of the Robinson Tract shall cease to use the Temporary Driveway or any portion thereof.

5. Retained Rights of Grantor. It is acknowledged and agreed that any easement created by this Agreement in favor of Grantees shall be non-exclusive and that CenterMark shall be entitled to use, pave, maintain and dedicate the roadways and install and maintain underground utilities in such easements in a manner which is not inconsistent with the rights of Grantees created hereby. Any such use of the easements by CenterMark shall be at its sole expense and Grantees shall have no obligation to contribute to the maintenance or improvement costs. CenterMark agrees to repair, at its sole expense, any and all damage resulting to the easements granted under this Agreement resulting from CenterMark's use of such easements, reasonable wear and tear from ordinary use excepted.

6. Successors and Assigns. From and after the Effective Date, this Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

TO HAVE AND TO HOLD the aforesaid rights and privileges and easements unto Grantee and CenterMark, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have executed this Release and Easement Agreement under seal as of the date written above.

CENTERMARK/MOUNT HOLLY-HUNTERSVILLE
LIMITED PARTNERSHIP (SEAL)

By: W B McGuire Jr (SEAL)
William B. McGuire, Jr.
General Partner

By: George W Robinson by William Francis Jones (SEAL)
George W. Robinson by
William Francis Jones,
Attorney-in-Fact

William Francis Jones (SEAL)
William Francis Jones

Sandra M Jones (SEAL)
Sandra M. Jones

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 24 day of January, 1992, personally came before me William B. McGuire, Jr., who being by me duly sworn, says that he is a General Partner of CENTERMARK/MOUNT HOLLY-HUNTERSVILLE LIMITED PARTNERSHIP, and that said writing was signed and sealed by him, in behalf of said partnership, by its authority duly given. And the said William B. McGuire, Jr. acknowledged the said writing to be the act and deed of CenterMark/Mount Holly-Huntersville Limited Partnership.


Notary Public

My Commission Expires:

My Commission Expires July 28, 1993

[NOTARIAL SEAL]

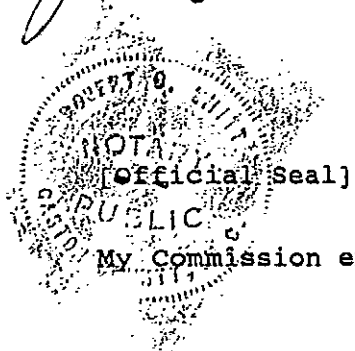
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Robert C Whitt, a Notary Public of the County and State aforesaid, do hereby certify that WILLIAM FRANCIS JONES, Attorney-in-Fact for GEORGE W. ROBINSON, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of GEORGE W. ROBINSON, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the Office of the Register of Deeds of Mecklenburg County, North Carolina in Book 5537 at Page 691, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said WILLIAM FRANCIS JONES acknowledged the due execution of the foregoing and annexed instrument for the purposes herein expressed for and in behalf of the said GEORGE W. ROBINSON.

Witness my hand and official seal, this 24 day of January, 1992.

Robert C Whitt
Notary Public



My Commission expires: 12-8-96

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Robert C. Whitt a Notary Public in and for said County and State, do hereby certify that WILLIAM FRANCIS JONES personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 24 day of January, 1992.

Robert C. Whitt
Notary Public

My Commission Expires:

12-8-96

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Robert C. Whitt a Notary Public in and for said County and State, do hereby certify that SANDRA M. JONES personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 24 day of January, 1992.

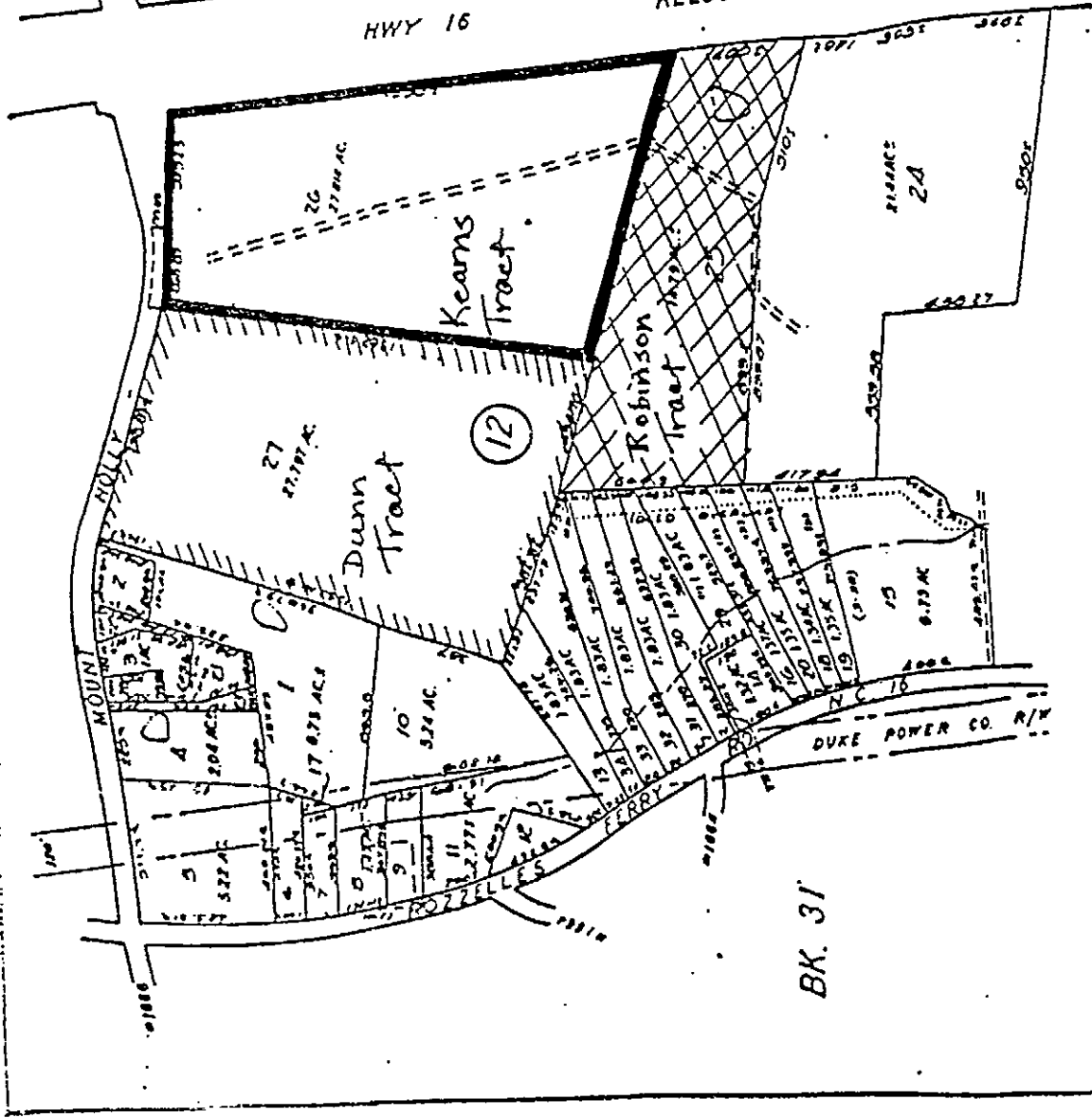
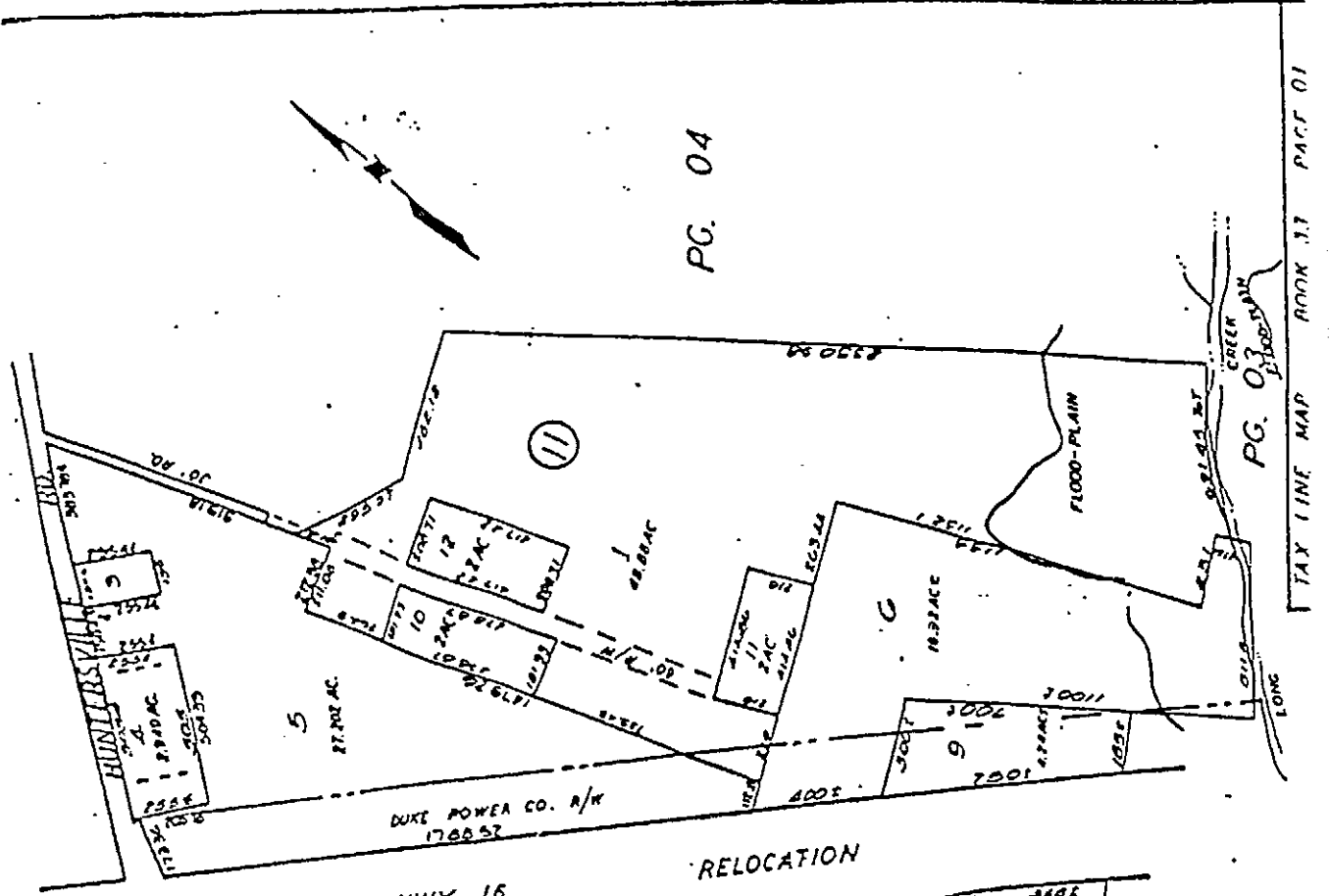
Robert C. Whitt
Notary Public

My Commission Expires:

12-8-96

[NOTARIAL SEAL]

EXHIBIT A



TAX LINE MAP BOOK 37 PAGE 01

BK. 31

EXHIBIT B

Robinson Tract:

Lying and being in Long Creek Township, Mecklenburg County, North Carolina and more particularly described as follows:

BEGINNING at a stone in a line of the Dunn Mine Land (now or formerly), the beginning corner of a 129.4 acre tract of land conveyed by John W. Zimmerman and wife to S. J. Rankin by deed dated January 6, 1919, and running thence with four lines of said tract, as follows: North 55-1/2° E. 54-1/2 Poles to a Pine; thence North 66° E. 74.4 Poles to a stone; thence South 35-1/2° E. 66.6 Poles to a Sweet Gum; thence North 50° E. 31 Poles to a stone in a line of the Stephen land (now or formerly); thence North 26-1/2° W. 7-3/4 Poles to a stone; thence South 65° West 14 Poles to a stone, Dunn Brothers (now or formerly) corner; thence with Dunn Brothers (now or formerly) line North 21° W. 70 Poles to a stone, Dunn Brothers (now or formerly) corner; thence with another of the old Dunn Brothers line South 65-1/2° W. 170-2/5 Poles to a red oak stump; thence with the line of the Dunn Mine Land (now or formerly) South 42-1/2° East 34.2 Poles to the point and place of the BEGINNING, containing 35 acres, more or less as shown by a survey made by J. B. Spratt, C.E., dated January 1, 1919.

LESS AND EXCEPTED from the first above described property (i) the right-of-way of New N.C. Highway 16 (Relocated) and (ii) the portion of the first above described property located east of the right-of-way of New N.C. Highway 16 (Relocated).

Being a portion of the property conveyed to William Francis Jones by George W. Robinson and wife, Mildred E. Robinson, by deed dated June 17, 1987, and recorded in Book 5534 at Page 936 in the Mecklenburg County Public Registry.

Kearns Tract:

Lying and being in Paw Creek Township, Mecklenburg County, North Carolina. Located on the southwesterly corner of the intersection of N.C. Highway 16 and Mt. Holly-Huntersville Road S.R. 2004 being more particularly described as follows:

Beginning at a new iron pin on the southern line of the 60' right-of-way for Mt. Holly-Huntersville Road S.R. 2004, said iron is N 62-08-59 E 1784.82' from a N.C.G.S. Monument named "SHUFFLETOWN 1971" having grid coordinates N=577,661.11 and E=1,417,621.41; thence along said right-of-way with a circular curve to the left having a radius of 1175.92' and a length of 280.29 (subtended by a chord of N 56-34-50 E 279.63') to an existing concrete right-of-way monument set by the N.C.D.O.T.; thence N 53-08-02 E 209.87' to an existing concrete right-of-way monument; thence N 54-12-46 E 154.71 to an existing concrete right-of-way monument at the right-of-way intersection of Mt. Holly-Huntersville Road and NC Highway 16; thence S 43-58-36 E 1590.70' to a new iron pin; thence S 67-35-42 W 1038.46' along the northerly property line of Robinson (now or formerly, Deed Book 5534-936) (crossing one existing iron at 905.48') to an existing iron; thence N 29-50-29 W 1348.99' along the easterly property line of Lewis F. Dunn (now or formerly, Deed Book 4590-330) to the point of Beginning, containing 27.47 acres as shown on survey by Gifford Nielson Associates entitled "Boundary Survey Mary Dunn Kerns Property" dated August 31, 1988, last revised June 21, 1989.

Dunn Tract:

Lying and being in Paw Creek Township, Mecklenburg County, North Carolina. Bounded by Mt. Holly-Huntersville, S.R. 2004 on the North, approximately 1300 feet East of the intersection of Mt. Holly-Huntersville Road and Rozelle's Ferry Road, approximately 645 feet West of the right-of-way for NC Highway 16. Being more particularly described as follows:

BEGINNING at a P.K. nail in the centerline of Mt. Holly-Huntersville Road S.R. 2004 having a 60 foot right-of-way which is N 56-51-01 E 1030.91' from a N.C.G.S. Monument named "SHUFFLETOWN 1971" having grid coordinates N=577,661.11 and E=1,417,621.41, and approximately 1300 feet from the intersection of Mt. Holly-Huntersville Road and Rozelle's Ferry Road; thence with the centerline N 67-14-58 E 684.82' to a point in the centerline; thence leaving the centerline S 22-45-02 E

30.08' to an existing concrete right-of-way monument set by the N.C.D.O.T. being on the southerly margin of the 60 foot right-of-way of said roadway; thence with said right-of-way along a circular curve to the left having a radius of 1175.92' and a length of 78.82' (subtended by a chord of N 65-19-45 E 78.80') to a new iron pin; thence leaving said right-of-way S 29-50-29 E 1348.99' along westerly property line of Mary Dunn Kearns (now or formerly, Deed Book 4590-333) to an existing iron pin; thence S 67-35-42 W 434.83' along northerly property line of Robinson (now or formerly, Deed Book 5534-936) (crossing two existing irons, one at 158.94' and another at 167.71') to an existing iron pin; thence S 68-34-33 W 585.34' along the northerly property lines of Caldwell (now or formerly, Deed Book 4796-985), Powell (now or formerly, Deed Book 4796-994) and Hayes (now or formerly, Deed Book 4796-991) (crossing three existing iron pins, one at 125.80', one at 151.82' and one at 85.78') to an existing iron rod with a square nut on top; thence N 18-56-26 W 1322.79' along the easterly property lines of Parks (now or formerly, Deed Book 3967-310) and Parks (now or formerly, Deed Book 1712-409) missing three existing iron pins to a new iron pin on the southerly right-of-way of the margin for Mt. Holly-Huntersville Road said new iron is S 67-14-58 W 686.82' from aforementioned concrete right-of-way monument along said right-of-way; thence into said right-of-way N 18-56-26 W 30.15' to the point of Beginning, containing 27.74 acres and being shown on survey prepared by Gifford Nielson Associates entitled "Boundary Survey Lewis F. Dunn Property: dated August 31, 1988, last revised June 21, 1989.

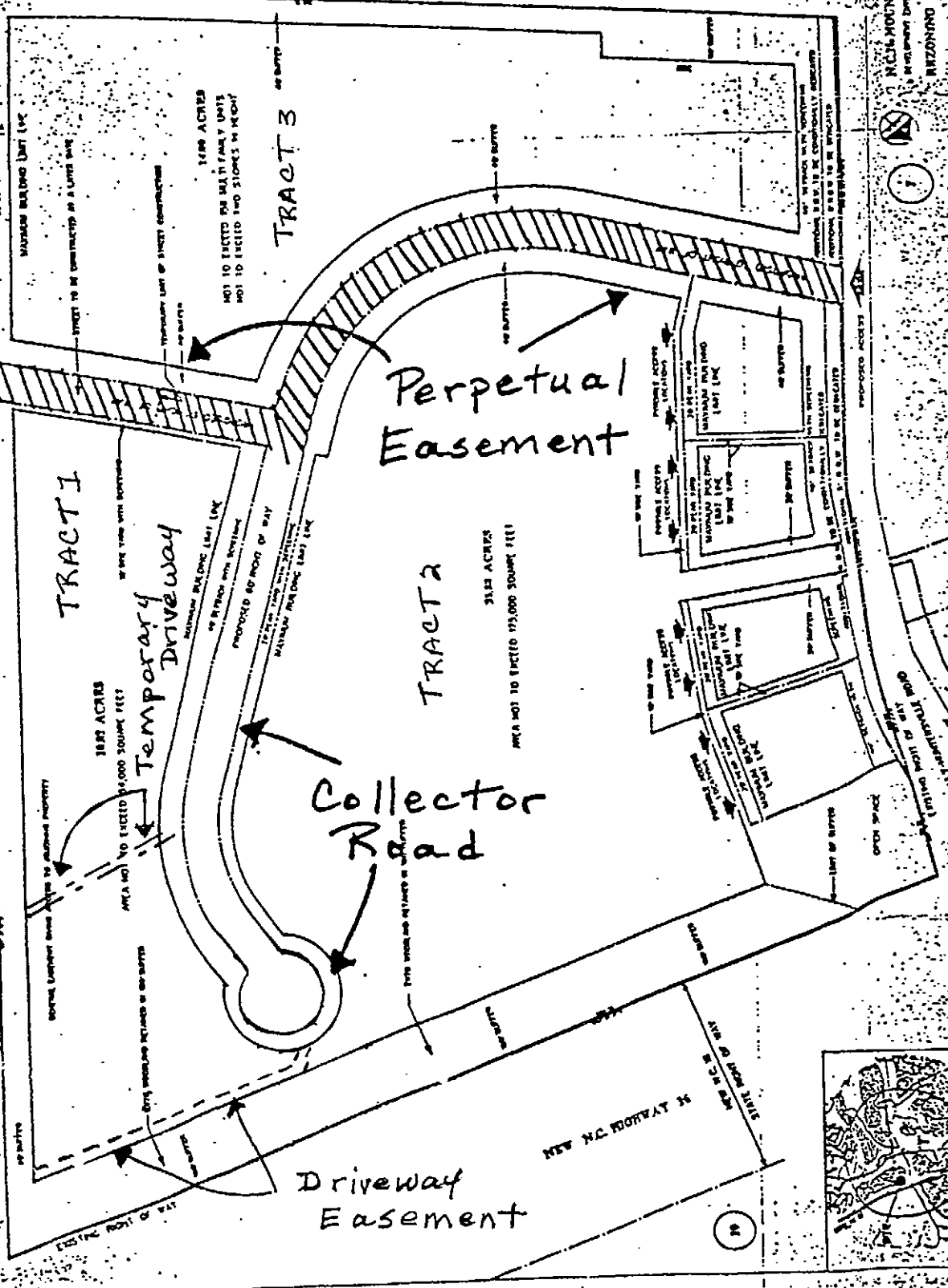
\SON\SPL\I-3899

EXHIBIT C

ADJOINING PROPERTY OWNERS

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

- LEGEND
- 7
 - 8
 - 9
 - 10
 - 11
 - 12
 - 13
 - 14
 - 15
 - 16
 - 17
 - 18
 - 19
 - 20
- SCALE 1" = 60'



NICHOLSON MOUNT ROLL-IN/TURNPIKE ROAD
 HOUSEHOLD BUILDING UNIT
 PERPETUAL EASEMENT
 ADJOINING PROPERTY OWNERS
 RZONING PLAN
 SCALE 1" = 60'



EXHIBIT D

CENTERLINE OF PERPETUAL EASEMENT

The centerline of the Perpetual Easement is more particularly described as follows:

BEGINNING at a point in the southerly margin of the right-of-way of Mount Holly-Huntersville Road, which point is located North 67-14-58 East 432.19 feet from the northwesterly most corner of that tract of land conveyed to Lewis Dunn by deed recorded in Book 4590 at Page 330 in the Mecklenburg Public Registry, and running thence from said point of BEGINNING with the centerline of the Perpetual Easement, four (4) courses and distances as follows: (1) North 09-45-21 East 421.03 feet to a point; (2) with the arc of a circular curve to the left having a radius of 380.00 feet, an arc distance of 583.64 feet (chord bearing and distance South 53-45-21 East 527.94 feet) to a point; (3) North 82-14-39 East 32.22 feet to a point; and (4) South 10-30-21 West 473.45 feet to a point, in the boundary line of the property of William Francis Jones (now or formerly).

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Judith M. Roller and
Robert C. Whitt

Doc #939

Notary(ies) Public is/are certified to be correct.

This 25th day of May, 19 93.

JUDITH A. GIBSON, REGISTER OF DEEDS

By: 

Deputy Register of Deeds