



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Bowles Farm Limited Partnership

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, May 12th, 2022 @ 4 PM (Ending Time)

*Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

OFFERING #1: Parcel ID # 408-23-7943; Consisting of +/- .86 acres. Cumberland County NC Deed Book 8929 Page 0009; Plat Book 0104 Page 0088;
Morgantown Road, Fayetteville NC 28314

OFFERING #2: Parcel ID # 408-34-2065; Consisting of +/- 1.36 acres. Cumberland County NC Deed Book 8929 Page 0009; Plat Book 0134 Page 0040;
Bonanza Drive, Fayetteville NC 28314

OFFERING #3: Parcel ID # 408-34-3586 (Portion of); Consisting of +/- .94 acres. Cumberland County NC Deed Book 8929 Page 0009; Plat Book 0104 Page 0088 (Portion of);
Bonanza Drive, Fayetteville NC 28314

OFFERING #4: Parcel ID # 408-34-3586 (Portion of); Consisting of +/- 2.52 acres.
Cumberland County NC
Deed Book 8929 Page 0009; Plat Book 0104 Page 0088 (Portion of);
Bonanza Drive, Fayetteville NC 28314

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, May 12th, 2022, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlinda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the

Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).

- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit **PER TRACT** will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 27th, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Simultaneous Close:** All offerings will extend according to "soft close" and remain open with active bidding.
- 18) **Multiple Lot Purchase:** Bidders desiring two or more lots will need to be the high bidder on all lots desired.
- 19) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Broker Firm License #	0226000240
North Carolina Auction Firm License #	10299
Tennessee Auction Firm License #	6202
Tennessee Real Estate Broker Firm License #	263941



Aerial Map

Auction Services





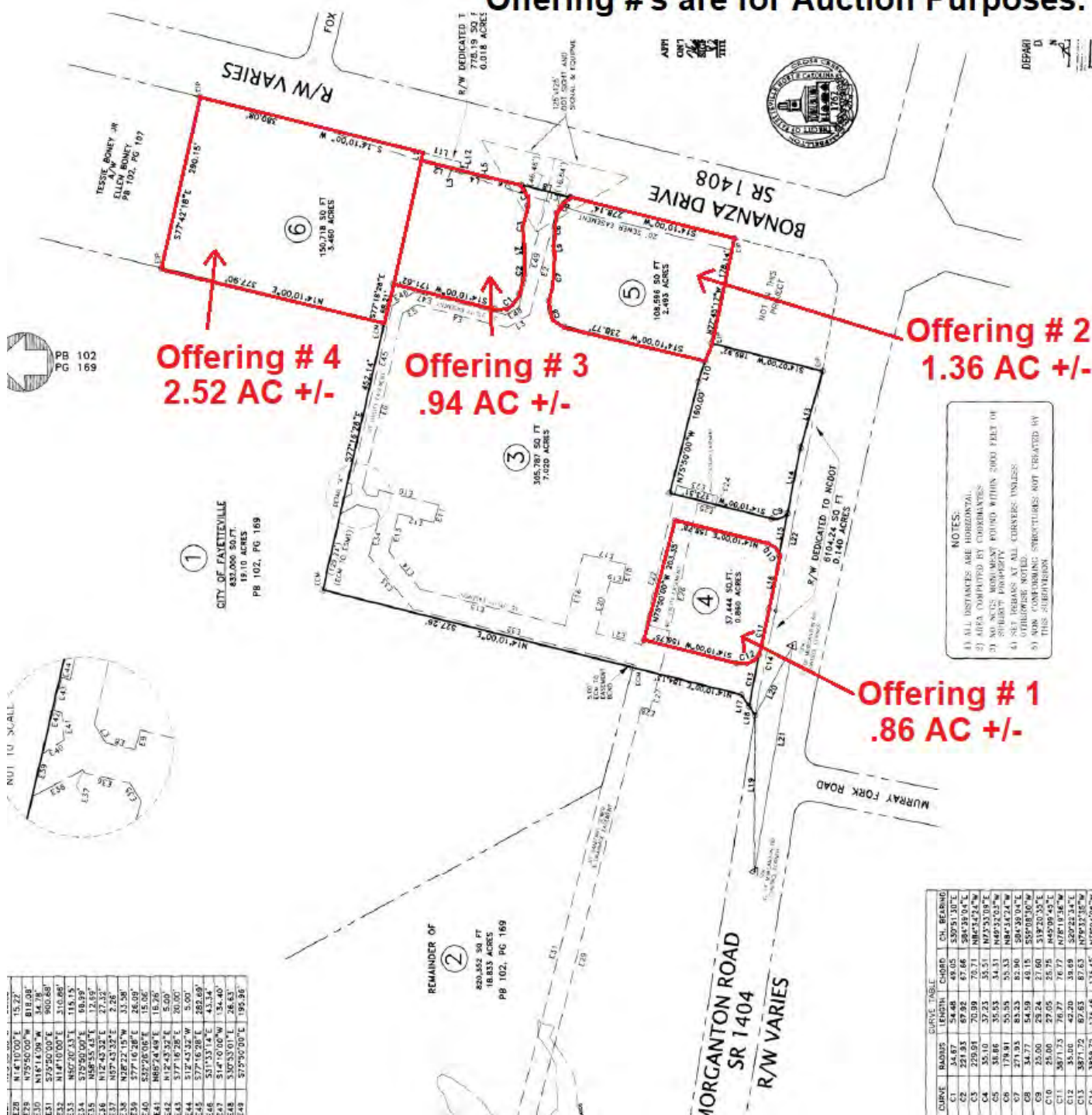
Auction Services

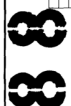
Survey for Offering # 1

* Offering 2 shown on this plat was prior to division. Red boundary drawn in to match new plat included in this bidder pack.

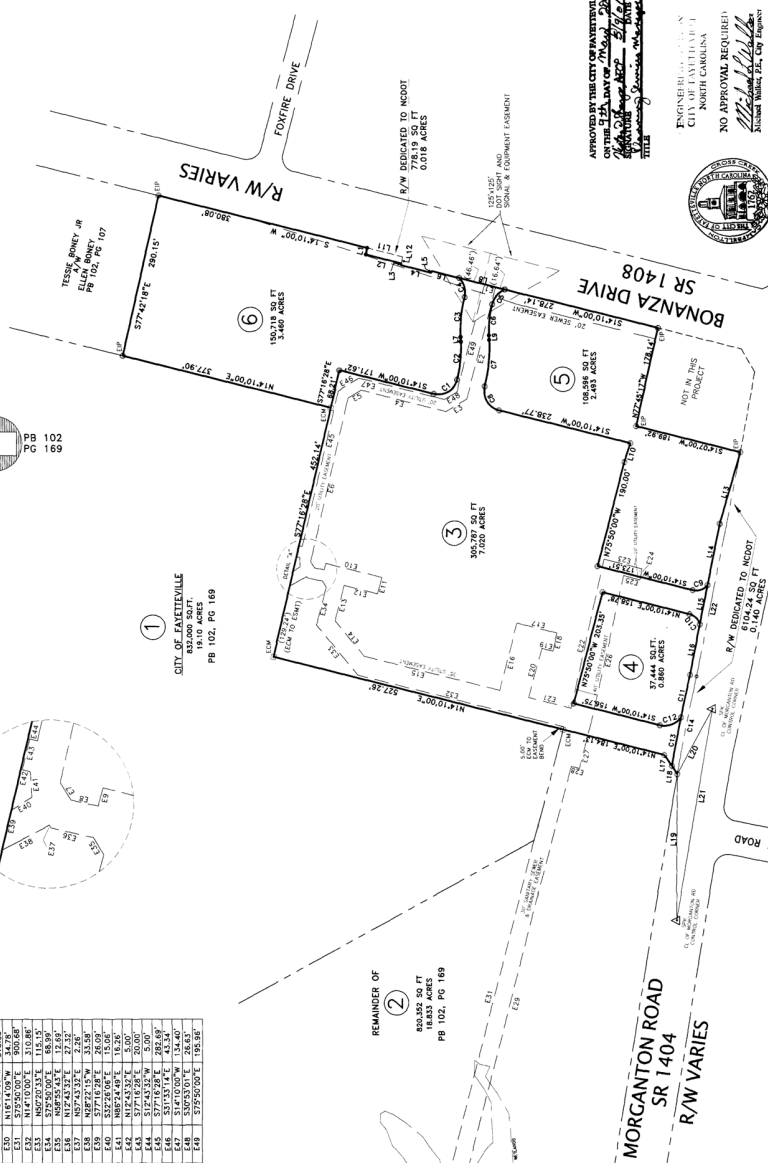
*Offering # 3 and # 4 are currently one tax parcel. Prelim plat included in this bidder pack. Sale will be subject to approved division for Offerings # 3 & # 4.

*Lot #'s don't match Offering #'s .
Offering #'s are for Auction Purposes.





EASTWENT TABLE		
LINE	BEARING	DISTANCE
E26	N75°54.42' W	269.46'
E27	N77°50.00' W	60.00'
E28	N41°10.00' E	15.25'
E29	N75°50.00' W	81.78'
E30	N75°50.00' W	118.20'
E31	S79°50.00' E	900.00'
E32	N41°10.00' E	310.86'
E33	S80°20.35' E	155.15'
E34	S79°50.00' E	68.99'
E35	N75°50.00' W	22.69'
E36	N75°50.00' W	22.69'
E37	N67°43.52' E	2.26'
E38	S28°27.15' E	33.58'
E39	S77°16.28' E	26.09'
E40	S32°29.06' E	15.06'
E41	N75°50.00' W	50.00'
E42	N75°50.00' W	50.00'
E43	S77°16.28' E	20.00'
E44	S72°43.52' E	5.00'
E45	S77°16.28' E	282.69'
E46	S51°33.14' E	43.34'
E47	S77°16.28' E	16.98'
E48	S30°31.00' E	236.31'
E49	S79°50.00' E	16.98'



APPROVED BY THE CITY OF FAYETTEVILLE
ON THE 9th DAY OF May, 2001
Nathan D. Hargis, ACP
SIGNATURE
Deborah L. Smith, Mayor
TITLE

ENGINEER REQUIRED
CITY OF FAYETTEVILLE
NORTH CAROLINA

NO APPROVAL REQUIRED

Michael Walker
Michael Walker, P.E., City Engineer

MAY 9, 2001

19657
RECEIVED
% 10-2001 PM 12:36:27
GEORGE F. LOYD
REGISTER OF DEEDS
PERMIT NO. 400, H.C.
Book 104 Pg. 88
DEPARTMENT OF LANDS
DIVISION OF HIGHWAYS
NO AFFIDAVIT NECESSARY
J.D. [Signature]
REGISTERED VOUCHER 038
5-10-61

DIVISION & RIGHT OF WAY DEDICATION FOR

LARRY KING & ASSOCIATES,
R.L.S., P.A.
P.O. BOX 53787
1333 MORGANTON ROAD, SUITE 201
FAYETTEVILLE, N. C. 28305
TELEPHONE: (910) 483-4300
FAX: (910) 483-4052

AILEEN BOWLES OWEN ESTATE

PHASE 2

CROSS CREEK CUMBERLAND COUNTY

PROPERTY OF: AILEEN BOWLES OWEN EST.

REVISIONS

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, DAVID L. BLAISTEAD, Review Officer
of Cumberland County, certify that the map
or plat to which this certificate is affixed
meets all statutory requirements for recording.

201 11 11

 Review Officer
 Date: MAY 10, 2001

[illegible]

- F. THE SURVEYING HISTORY CERTIFICATE IS CHECKED
- G. THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY OF LAND.
- H. AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- I. THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED LAND.
- J. AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- K. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND.
- L. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS A COUNTY ORDERED PURCH, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- M. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS A DETERMINATION TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT THE PARCELS OR PARCELS (AS APPLICABLE) ARE NOT CONTAINED IN (A) THROUGH (G).

Offering # 1 and # 3 outlined for illustration purposes. Refer to plats in this bidder pack for Offering #1, # 3, & # 4 Plats.

Offering # 3
.94 AC +/-

Offering # 2
1.36 AC +/-

Offering # 1
.86 AC +/-

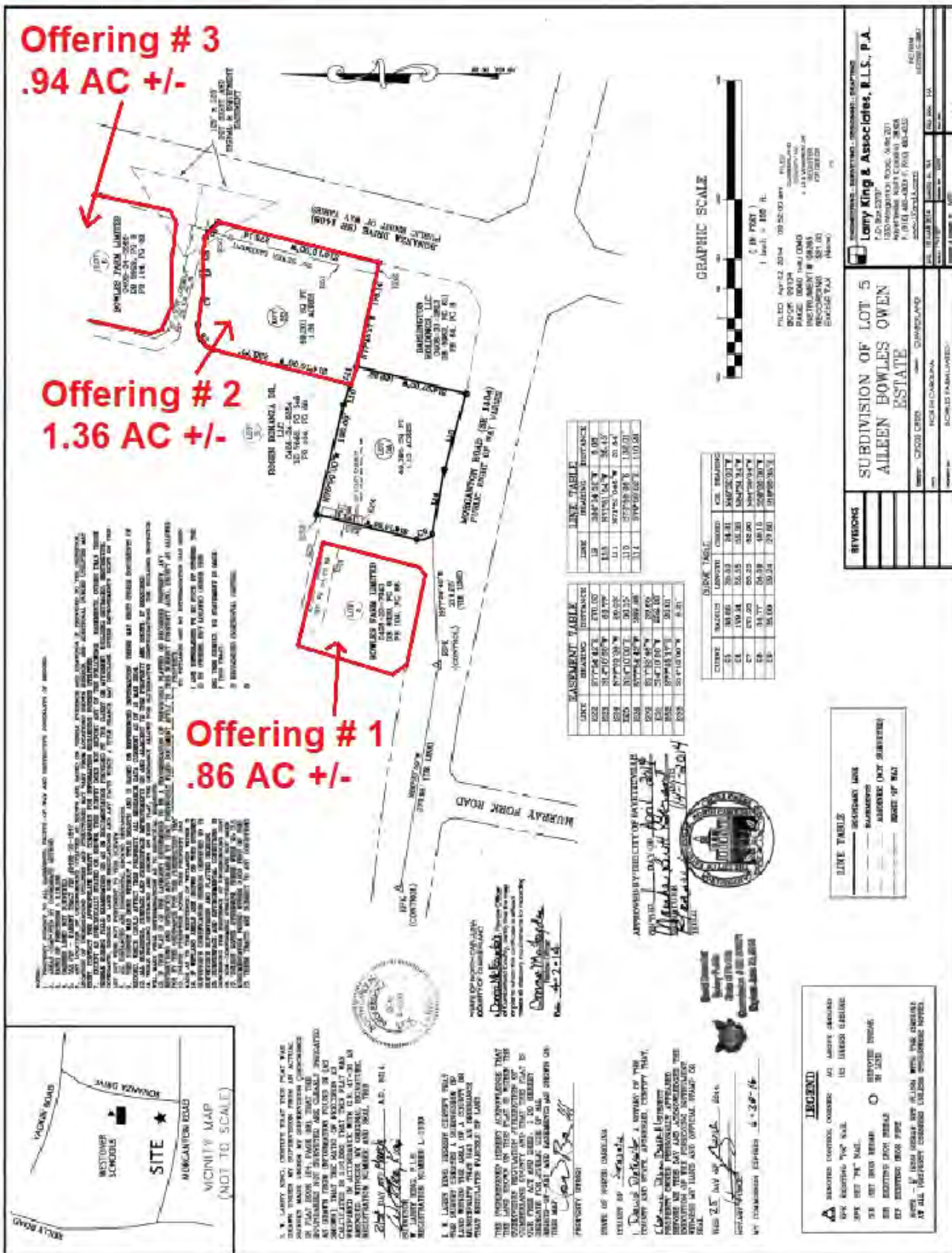
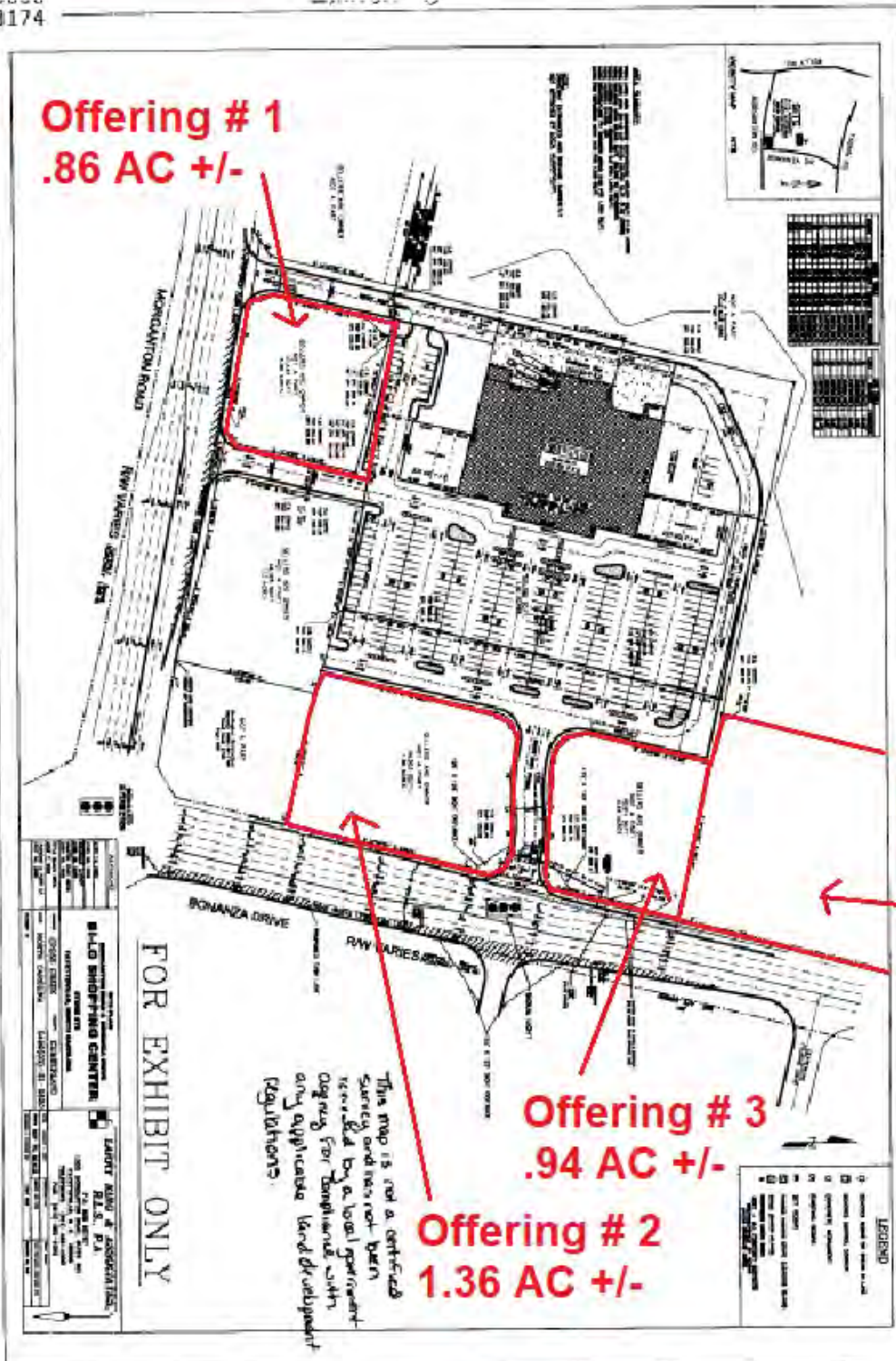


Exhibit for Offering # 3

This was recorded as an exhibit only. It's not approved. Offering # 3 & # 4 will be subject to approved plat prior to closing.

0174



BK5350PG0174

[illegible]



Google Aerial

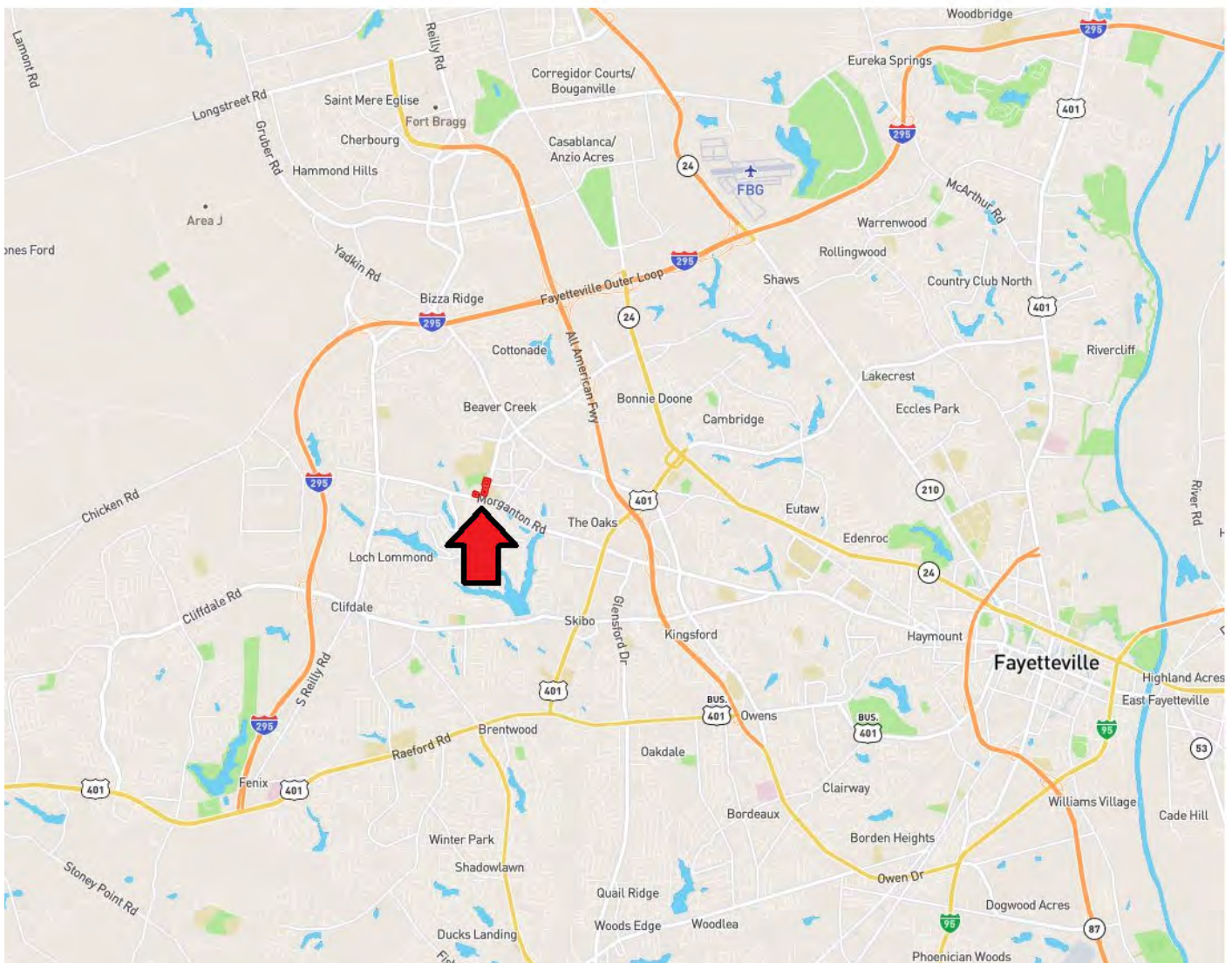
Auction Services





Location Map

Auction Services



Neighborhood





Auction Services

Tax Map

Offering # 1 = .86 AC +/-

Tax Map # 408-23-7943

Offering # 2 = 1.36 AC +/-

Tax Map # 408-34-2065

Offering # 3 = .94 AC +/-

Tax Map # 408-34-3586 (portion of)

Offering # 4 = 2.52 AC +/-

Tax Map # 408-34-3586 (portion of)





Offering # 1
.86 AC +/-

Auction Services



Offering # 2
1.36 AC +/-



Offering # 3
.94 AC +/-





Offering # 4
2.52 AC +/-

Auction Services





Auction Services

City of Fayetteville Zoning Description

According to Tax Cards, Lots are zoned NC. Bidders are expected to do their own diligence for allowed uses.

Business Base Zoning Districts		
Office & Institutional District	OI	Accommodates a mix of small-scale, low-intensity professional business offices installations, along with limited service uses and low to moderate density residential uses.
Neighborhood Commercial District	NC	Accommodates small-scale low-intensity "convenience" type retail and service uses to serve the needs of the immediately surrounding neighborhoods. Residential uses are encouraged on the upper floors of nonresidential establishments.
Limited Commercial District	LC	Accommodates a range of moderate-intensity general retail, business and service uses that serve groups of neighborhoods, such as grocery stores, drugstores, large restaurants, gas stations and specialty retail stores. Residential uses are encouraged on the upper floors of nonresidential establishments.



Auction Services

City of Fayetteville Zoning Table

According to Tax Cards, Lots are zoned NC. Bidders are expected to do their own diligence for allowed uses.

<http://online.encodeplus.com/regs/fayetteville-nc/doc-viewer.aspx#secid-10435>

Table 30-4.D.2.E: Table of Permitted Accessory Uses																					
P = Permitted Use S = Special Use																					
MP = Allowed Subject to a Planned Development Master Plan																					
"/" = Prohibited Use [1]																					
ACCESSORY USE TYPE	SPECIAL DISTRICTS		RESIDENTIAL DISTRICTS						BUSINESS DISTRICTS										PLANNED DEVELOPMENT DISTRICTS		
	CD	AR	SF-15	SF-10	SF-6	MF-5	MH	OM	NC	LC	CC	MU	DT	BP	LI	HI	PD-R	PD-EC	PD-TN		
Accessory Dwelling Unit	/	P	/	P	P	P	/	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Amateur Ham Radio/TV Antenna	/	P	P	P	P	P	P	P	P	P	P	P	P	/	/	/	MP	MP	MP		
Canopies	/	/	/	/	/	P	/	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Child Care, Incidental	/	P	P	P	P	P	P	P	P	P	S	P	S	/	/	/	MP	MP	MP		
Clothes Line	/	P	P	P	P	P	P	P	P	P	P	P	P	/	P	/	MP	MP	MP		
Community Garden	P	P	P	P	P	P	P	P	/	/	/	/	/	/	/	/	MP	/	MP		
Food Trucks	/	/	/	/	/	/	/	/	P	P	P	P	P	P	P	P	/	/	/		
Greenhouse	P	P	P	P	P	P	P	P	P	S	S	P	S	/	/	/	MP	MP	MP		
Garages	/	P	P	P	P	P	P	P	P	P	P	P	P	/	P	P	MP	MP	MP		
Home Occupation	/	P	P	P	P	P	P	P	P	P	P	P	P	/	/	/	MP	MP	MP		
Horticulture and agriculture	/	P	P	P	P	P	P	/	/	/	/	/	/	/	/	/	MP	MP	MP		
Ice House	/	/	/	/	/	/	/	/	P	P	P	P	/	/	P	/	/	/	/		
Limited Personal Services	/	/	/	/	/	P	/	P	/	/	/	/	/	/	/	/	/	/	/		
Limited Supporting Retail	/	/	/	/	/	P	/	P	/	/	/	/	/	/	P	/	/	/	/		
Outdoor Display/Sales	/	/	/	/	/	/	/	P	P	P	P	P	P	/	/	/	MP	MP	MP		
Outdoor Storage	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	P	/	MP	/		
Produce Stand	P	P	P	/	/	/	/	/	P	P	P	P	P	/	/	/	/	/	/		
Rain Water Cistern	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Recycling Drop-Off Stations	/	P	P	P	P	P	P	P	P	P	P	P	P	/	/	/	MP	MP	MP		
Satellite Dish	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Small-Scale Wind Turbines	/	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Solar Energy Equipment	/	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP		
Storage or Parking of Heavy Trucks or Trailers	/	/	/	/	/	/	/	/	/	/	/	/	/	P	P	P	/	MP	/		
Storage or Parking of Major Recreational Equipment	/	P	P	P	P	P	P	/	/	/	/	/	/	/	/	/	/	/	/		
Swimming Pool/Hot Tub	/	P	P	P	P	P	P	P	P	P	P	P	P	P	/	/	MP	MP	MP		



City of Fayetteville NC Zoning Contacts

Auction Services

Contact Us

<https://www.fayettevillenc.gov/city-services/development-services/planning-zoning/planning-zoning>

Font Size: [+](#) [-](#) [Feedback](#) [Print](#)

433 Hay St. - Hours of Operation: Monday - Friday 8:00 a.m. to 5:00 p.m.

Meet our Planning & Zoning Division Staff

- **Planning & Zoning Division Manager**
 - [Jennifer Baptiste](#) / 910-433-1612
 - Planning & Zoning Division Office Assistant, II
 - [Catina Evans](#) / 910-433-1612
 - Annexations, Demographics, Census Data, Joint City/County Appearance Commission
 - [David Nash](#), AICP, Senior Planner / 910-433-1995
 - Current Planning - Landscape, Lighting, Architecture; Technical Review Committee, and Clear Cutting Permits
 - [Chester Green, II](#), Senior Planner / 910-433-1497
 - [Ennis Edwards](#), Planner I / 910-433-1416
 - Development Review - Site & Subdivision Plan Review, Final Plats, Technical Review Committee
 - [Chester Green, II](#), Senior Planner / 910-433-1497
 - [Ennis Edwards](#), Planner I / 910-433-1416
 - Comprehensive Planning - Long Range Planning, Area Plans
 - [Vacant](#) / 910-433-1385
 - Historic Resources - Certificate of Appropriateness, Landmarks, Historic Districts, Historic Resources Commission
 - [Jennifer C. Baptiste](#), Planning & Zoning Division Manager / 910-433-1936
 - Rezoning, Special Use Permits, Map Amendments, Variances, Zoning Commission
 - [Craig Harmon](#), Planner II / 910-433-1417
 - [Vacant](#), Planner II / 910-433-1671
 - Zoning Administrators
 - [David Winstead](#) / 910-433-1062
 - [Demetrios Moutos](#) / 910-433-1879
 - [Heather Eckhardt, CZO](#) / 910-433-1767
-

REAL PROPERTY AUCTION PURCHASE AND SALE CONTRACT

THIS AGREEMENT made this 12th day of May, 2022, by and between

("Buyer"), and

Bowles Farm Limited Partnership

("Seller").

WHEREAS at an auction conducted this day by United Country Blue Ridge Land & Auction
("Firm"), Buyer has become the high bidder, and for and in consideration of the mutual promises set forth herein, together with other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has agreed to sell and convey, and Buyer has agreed to buy by becoming the high bidder, all of that plot, piece or parcel of land described below, together with all improvements located thereon, fixtures, and such personal property as listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below. NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: Bonanza Dr. and Morgantown Road
City: Fayetteville Zip 28314
County: Cumberland, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
_____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: _____ Acreage: _____

Other description: *****LOTS DESCRIBED IN MULTI-PARCEL ADDENDUM*****

Some or all of the Property may be described in Deed Book _____ at Page _____

☒ **ADDITIONAL PARCELS.** If additional parcels of real property are the subject of this Agreement, any such parcels are described in an attached exhibit to this Agreement, and the term "Property" as used herein shall be deemed to refer to all such parcels.

Mineral rights ☐ are ☒ are not included.

Timber rights ☐ are ☒ are not included.

NOTE: Prior to signing this Real Property Auction Purchase and Sale Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Real Property Auction Purchase and Sale Contract, and include it as an addendum hereto.

2. FIXTURES:

(a) **Included Items:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens:

All other items attached or affixed to the Property shall also be included in the Purchase Price unless excluded in subparagraph (b) below.

(b) **Excluded Items:** The following items, if any, which are attached or affixed to the Property are leased or not owned by Seller or otherwise are NOT included in the Purchase Price: _____

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:



4. **PURCHASE PRICE:** The purchase price of the Property is \$ _____ and shall be paid in US dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash or immediately available funds to the payee. In the event Buyer does not timely deliver cash or immediately available funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. An earnest money deposit in the amount of \$ **10,000 per Lot** by ☐ cash ☐ personal check ☒ official bank check ☒ wire transfer has this day been made to Firm. The earnest money deposit shall be applied as part payment of the purchase price of the Property at Closing or disbursed as otherwise provided under the provisions of this contract. Buyer shall pay the balance of the purchase price, in the amount of \$ _____, in full in legal tender to Seller at Closing. Firm will hold the earnest money in an escrow or trust account until it is conveyed to the closing attorney or its disposition is otherwise directed by the written agreement of the parties or the order of a court of competent jurisdiction. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by the Buyer, all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over there turn or forfeiture of the earnest money, Firm is required by state law to retain said earnest money in the Firm's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Firm is holding the earnest money, the Firm may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

5. **NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS:** THERE ARE NO FINANCING CONTINGENCIES OR INSPECTION RIGHTS FOR BUYER. SELLER IS NOT OBLIGATED TO MAKE ANY REPAIRS, CHANGES, IMPROVEMENTS OR OTHER MODIFICATIONS TO THE PROPERTY. PRIOR TO SUBMITTING THE HIGH BID FOR THE PROPERTY, BUYER DETERMINED THAT THE PROPERTY MEETS ALL LEGAL REQUIREMENTS FOR BUYER'S INTENDED USE OF THE PROPERTY AND IS NOT SUBJECT TO GOVERNMENTAL OR PRIVATE RESTRICTIONS THAT WILL INTERFERE WITH SUCH INTENDED USE, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL REGULATIONS, WETLAND QUALIFICATION, FLOOD HAZARD OR FLOOD PLAIN DESIGNATION AND SEPTIC SYSTEM SUITABILITY. THIS PROPERTY IS BEING SOLD "AS IS" IN ITS CURRENT CONDITION.

6. **REASONABLE ACCESS/RESTORATION AND INDEMNITY:** Seller will provide reasonable access to the Property through Closing for the purpose of evaluating the Property. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

7. **SPECIAL ASSESSMENTS:** If the Property is subject to any pending or confirmed governmental or owners' association special assessments, then they shall be the sole obligation of Buyer to pay.

8. **CLOSING:** The closing shall take place on **06/27/2022** (the "Closing Date") unless otherwise agreed in writing, at a time and place designated by Buyer. Closing is defined as the date and time of recording of the deed. The deed is to be made to _____. Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Closing ("Delaying Party"), and if the other party is ready, willing and able to complete Closing on the Closing Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and Closing Attorney and shall be entitled to a delay in Closing. If the parties fail to complete Closing within fourteen (14) days of the Closing Date (including any amended Closing Date agreed to in writing by the parties) or to otherwise extend the Closing Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

9. **POSSESSION:** Possession shall be delivered, subject to existing leases, ☒ at Closing OR ☐ on _____.

10. **PRORATIONS AND PAYMENT OF CLOSING EXPENSES:** Seller shall pay any real estate transfer or excise tax and the cost of deed preparation. Rental income from agricultural tenancies ☒ shall be prorated on a calendar year basis as of the date of Closing ☐ shall not be prorated. In the event that such income is not prorated, then the parties agree that ☐ Seller ☐ Buyer is entitled to any such income for the current year. Any other rental income from the Property, Property taxes for the current year, any deferred ad valorem taxes due as a result of the Closing (except deferred taxes for prior years, which are the Seller's sole responsibility) and Owners' association dues or other like charges shall be prorated on a calendar year basis as of the date of Closing. Buyer shall be responsible for all other expenses in connection with Buyer's purchase of the Property, including, but not limited to, the expense of any survey ordered by Buyer for the benefit of Buyer, compensation of the Closing Agent, recording fees and preparation fees for any other documents.

11. SELLER OBLIGATIONS:

(a) **Affidavit and Indemnification Agreement:** Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Closing and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(b) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(c) **Good Title, Legal Access:** Seller shall execute and deliver a ☒ GENERAL WARRANTY DEED ☐ SPECIAL WARRANTY DEED ☐ NON-WARRANTY (QUITCLAIM) DEED ☐ OTHER (sheriff's deed, tax deed, trustee's deed, executor or administrator's deed, etc.) (describe): _____ for the Property in recordable form no later than Closing, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

12. **RISK OF LOSS:** Until Closing, the risk of loss or damage to the Property shall be borne by Seller, reasonable wear and tear excepted. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as of the time of the auction, Buyer may elect to terminate this contract and the earnest money shall be returned to Buyer.

13. OTHER PROVISIONS AND DISCLOSURES:

(a) **North Carolina Residential Property and Owners' Association Disclosure Statement (check only one):**

☐ Prior to submitting the high bid for the Property, Buyer received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Residential Property Disclosure Act because (SEE GUIDELINES): _____.

(b) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

☐ Prior to submitting the high bid for the Property Buyer received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement.

OR

☒ The transaction is exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____.

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 11(c) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

(NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred or is intended.)

(c) **Lead-Based Paint Disclosure** (check if applicable):

☐ The Property is residential and was built prior to 1978. (Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure is attached).

(d) **Addenda** (itemize all addenda and attach hereto):

☐ Seller Financing Addendum (Form 2A5-T)

☐ Short Sale Addendum (Form 2A14-T)

☐ _____
☐ _____
☐ _____

(e) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, or lender true and accurate copies of the following items affecting the Property, including any amendments:

- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

The name, address and telephone number of the president of the owners' association or the association manager is:

Owners' association website address, if any: _____

(f) **Primary Residence:** Seller represents that the Property ☐ is or ☒ is not Seller's primary residence.

(g) **Other:** _____

14. **ENTIRE AGREEMENT; NOTICE:** This contract constitutes the sole and entire agreement of the parties hereto and there are no representations, inducements or other provisions other than those expressed herein. No modification shall be binding unless in writing and signed by all parties hereto. Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the information section below.

15. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** All representations, warranties, covenants and agreements herein made by the parties shall survive the Closing. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments and take such other action as Buyer may reasonably request or as maybe necessary to more effectively transfer to Buyer the Property described herein in accordance with this contract.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **APPLICABLE LAW:** This contract shall be construed under the laws of the State of North Carolina.

18. **ASSIGNMENT:** This Contract may be assigned by Buyer at Buyer's discretion. If assigned, this Contract shall be binding on the assignee and assignee's heirs and successors.

19. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

____ (SEAL)

Date: _____

____ (SEAL)

Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

____ (SEAL)

Bowles Farm Limited Partnership

Date: _____

____ (SEAL)

Date: _____

Entity Seller:

Bowles Farm Limited Partnership

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: **Clarence D. Bain III**

Title: **General Partner**

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

Firm acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____

Firm: United Country - Blue Ridge Land & Auction

By: _____

(Signature)

Matt Gallimore

SELLING AGENT INFORMATION:

Individual Selling Agent: _____ Real Estate License #: _____

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Selling Agent Phone #: _____ Fax #: _____ Email: _____

Firm Name: _____

Acting as ☐ Seller's (sub) Agent ☐ Buyer's Agent ☐ Dual Agent

Firm Mailing Address: _____

NCAL Firm License #: _____

LISTING AGENT INFORMATION:

Individual Listing Agent: **Matt Gallimore** Real Estate License #: **10250**

☐ Acting as a Designated Dual Agent (check only if applicable)

Individual Listing Agent Phone #: **(540)745-2005** Fax #: **(540)745-4401** Email: **gallimore.matt@gmail.com**

Firm Name: **United Country Blue Ridge Land & Auction**

Acting as ☐ Seller's (sub) Agent ☐ Dual Agent

102 S. Locust Street

Firm Mailing Address: **Floyd, VA 24091**

NCAL Firm License #: **10299**

BID CALLER INFORMATION:

Auctioneer (Bid Caller) Name: **Matt Gallimore** NCAL License #: **10250**

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MULTI - PARCEL ADDENDUM TO REAL PROPERTY AUCTION AND PURCHASE AGREEMENT

PARCEL # 1 Property Description: **AUCTION OFFERING # 1**
Street Address: **Morgantown Road**
City: **Fayetteville** Zip: **28314**
County: **Cumberland**, North Carolina
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description:(Complete ALL applicable)
Plat Reference: Lot/Unit **04**, Block/Section **02**, Subdivision/Condominium **Aileen Bowles Owens Estate**
Subdivision, as shown on Plat Book/Slide **0104** at Page(s) **0088**
The PIN/PID or other identification number of the Property is: **408-23-7943** Acreage: **.86**
Other description: **Morgantown Road, Fayetteville, NC 28314**
Some or all of the Property may be described in Deed Book **8929** at Page **0009**

PARCEL # 2 Property Description: **AUCTION OFFERING # 2**
Street Address: **Bonanza Drive**
City: **Fayetteville** Zip: **28314**
County: **Cumberland**, North Carolina
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description:(Complete ALL applicable)
Plat Reference: Lot/Unit **05B**, Block/Section **01**, Subdivision/Condominium **Aileen Bowles Owens Estate**
Subdivision, as shown on Plat Book/Slide **0134** at Page(s) **0040**
The PIN/PID or other identification number of the Property is: **408-34-2065** Acreage: **1.36**
Other description: **Bonanza Drive, Fayetteville, NC 28314**
Some or all of the Property may be described in Deed Book **8929** at Page **0009**

PARCEL # 3 Property Description: **AUCTION OFFERING # 3**
Street Address: **Bonanza Drive**
City: **Fayetteville** Zip: **28314**
County: **Cumberland**, North Carolina
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description:(Complete ALL applicable)
Plat Reference: Lot/Unit **06**, Block/Section **02**, Subdivision/Condominium **Aileen Owens Bowles Estate**
Subdivision, as shown on Plat Book/Slide **0104** at Page(s) **0088**
The PIN/PID or other identification number of the Property is: **408-34-3586 (portion of)** Acreage: **.94**
Other description: **Bonanza Drive, Fayetteville NC**
Some or all of the Property may be described in Deed Book **8929** at Page **0009**

PARCEL # 4 Property Description: **AUCTION OFFERING # 4**
Street Address: **Bonanza Drive**
City: **Fayetteville** Zip: **28314**
County: **Cumberland**, North Carolina
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description:(Complete ALL applicable)
Plat Reference: Lot/Unit **06**, Block/Section **02**, Subdivision/Condominium **Aileen Owens Bowles Estate**
Subdivision, as shown on Plat Book/Slide **0104** at Page(s) **0088**
The PIN/PID or other identification number of the Property is: **408-34-3586 (portion of)** Acreage: **2.52**
Other description: **Bonanza Drive, Fayetteville NC**
Some or all of the Property may be described in Deed Book **8929** at Page **0009**

May 12, 2022

SELLER

DATE

May 12, 2022

PURCHASER

DATE

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

40852

Ret. to McCoy Weaver

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is made and entered into as of the 13 day of October, 2000, BOWLES FARM LIMITED PARTNERSHIP, a Florida limited partnership Patsy B. Snyder, Allen Snyder, Betsy B. Smith, Alan Smith, Stancil D. Bowles, Jr., Melba G. Bowles and Oneida B. Bain, Clarence D. Bain, Jr., (hereinafter referred to collectively as "Declarant"), having its principal address at P.O. Box 1561, Destin, Florida 32540-1561, for the benefit of themselves and their successors and assigns.

RECITALS:

WHEREAS, Declarant is the owner of a certain 7.02 acre parcel of land (hereinafter referred to as the "Shopping Center Parcel"), located in Cumberland County, North Carolina, more specifically described by in **Exhibit A** attached hereto and incorporated herein by this reference and as more fully depicted on that certain preliminary site plan dated August 17, 1999, last revised September __, 2000, as prepared by Larry King & Associates (N.C.R.L.S. # L-1339) for the Aileen Bowles Estate (hereinafter referred to as the "Site Plan"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference; and

WHEREAS, Declarant also is the owner of: (i) an 0.86 acre parcel of land adjacent to the Shopping Center Parcel (hereinafter referred to as "Outparcel 1"); (ii) a 1.13 acre parcel of land adjacent to the Shopping Center Parcel (hereinafter referred to as "Outparcel 2"); (iii) a 1.36 acre parcel of land adjacent to the Shopping Center Parcel (hereinafter referred to as "Outparcel 3"); and a 0.94 acre parcel of land adjacent to the Shopping Center Parcel (hereinafter referred to as "Outparcel 4"), all as described on **Exhibit "C"** attached hereto and incorporated herein by reference and as more fully depicted on the Site Plan (Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4 being referred to herein collectively as the "Outparcels"); and

WHEREAS, Declarant also is the owner of: (i) 1.63 acre parcel of land adjacent to the Shopping Center Parcel fronting on Morganton Road (a.k.a. State Route 1404) (hereinafter referred to as "Frontage Parcel A"); and (ii) a 2.52 acre parcel of land adjacent to the Shopping Center Parcel fronting on Bonanza Drive (a.k.a. State Route 1408) (hereinafter referred to as "Frontage Parcel B"), all as described on **Exhibit "D"** attached hereto and incorporated herein by reference (Frontage Parcel A and Frontage Parcel B being referred to herein collectively as the "Frontage Parcels" and the Frontage Parcels together with the Outparcels and the Shopping Center Parcel are hereinafter referred to collectively as the "Property") and referred to individually as a "Parcel"; and

WHEREAS, Declarant desires to develop, or sell for development, the Shopping Center Parcel, such Shopping Center Parcel to be developed as a retail shopping center with an anchor grocery store tenant and various permitted retail shop tenants and to develop, or sell for development, the Outparcels and the Frontage Parcels for various permitted or other retail uses; and

WHEREAS, Declarant, for the mutual benefit of the Shopping Center Parcel and the various Outparcels and Frontage Parcels and the mutual benefit of the various owners, now or in the future thereof (hereinafter referred to as the "Owners"), desires to impose certain easements upon the Shopping Center Parcel, the Outparcels and the Frontage Parcels and to establish certain covenants, conditions and restrictions with respect to the Property, for the mutual and reciprocal benefit and

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GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

88

complement of the Property and the present and future Owners thereof, on the terms and conditions hereinafter set forth.

NOW THEREFORE, the Declarant hereby declares and establishes the following:

**ARTICLE I
RESTRICTIONS ON OPERATIONS**

1.1 General.

(a) **Permitted Uses.** The Property shall be used for any lawful purposes in conformance with this Declaration and all restrictions imposed by all applicable governmental laws, ordinances, codes and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Property which is illegal.

(b) **BI-LO Exclusives.** It is anticipated that the anchor grocery store tenant of the Shopping Center Parcel shall be BI-LO, Inc., a Delaware corporation (hereinafter referred to as "BI-LO"). In the event that BI-LO does become the anchor tenant of the Shopping Center Parcel, for so long as BI-LO, or its tenants, successors or assigns continually operate a food supermarket on the Shopping Center Parcel, no other store(s) and/or buildings, or any part of the same, now or hereafter acquired and/or constructed on the Shopping Center Parcel, or upon the Outparcels, shall be used, directly or indirectly, as a pharmacy or primarily for the sale for off-premises consumption of health foods, delicatessen items, groceries, baked goods, fresh fruits and vegetables, meat and/or other items generally sold by supermarkets, and no delicatessen and/or delicatessen department shall be operated as part of any other tenancy on the Shopping Center Parcel without the prior written consent of BI-LO, its successors or assigns. No restaurants will be permitted on the Shopping Center Parcel except in the permitted restaurant areas as identified as the cross-hatched areas on the Site Plan. The total gross leasable area of all restaurants on the Shopping Center Parcel at any one time shall not exceed, six thousand (6000) square feet.

Exceptions to BI-LO Exclusives. The foregoing restrictions on use shall not serve to prohibit the following:

(i) Any number of the following retail stores on the Property not in excess of two thousand (2,000) square feet each if located on the Shopping Center Parcel or ten thousand (10,000) square feet if located on any Outparcel: sandwich shops, health food store, cookie store, donut store, bagel store, full-service florist store, ice cream store, yogurt store, pet food store, organic food store, wine and liquor store, and carry-out restaurant.

(ii) **Cosmetic Store Exception:** The Shopping Center Parcel may have one (1) cosmetics store that uses more than fifty percent (50%) of its selling space to sell cosmetics of the same brand name. Cosmetic stores, including those that use less than fifty percent (50%) of its selling space to sell cosmetics of the same brand name, shall be permitted on any of the Outparcels.

(iii) **Personal Care Boutique Exception:** The Shopping Center Parcel may have one (1) beauty supply store that sells hair care, skin care, and nail care products primarily to salon professionals and that does not sell any fragrances or any cosmetic lines that are typical retail lines, from time to time, examples of which beauty supply store are the stores trading as Davidson Beauty Supply, Sally Beauty Supply, Scott's Beauty Supply, and Beltway Beauty Center. Beauty supply

stores, including such stores that do not primarily engage in the sale of hair care, skin care, and nail care products to salon professionals and such stores that do sell fragrances or any cosmetic lines that are typical retail lines, shall be permitted on any of the Outparcels.

(d) **Prohibited Uses.** Except as otherwise provided in Subsection (e) below, no store(s) and/or building(s), or any part of the same, now or hereafter constructed on the Shopping Center Parcel or upon any Outparcel, shall be used for the operation of a lounge, tavern, nightclub, health spa, gym, weight loss or exercise facility, skating rink, bowling alley, theater, arcade, amusement center, funeral parlor, pharmacy or drug store (for such time as BI-LO and/or its successors or assigns is operating a pharmacy on the Shopping Center Parcel), or without the prior written approval of BI-LO and only with respect to the Shopping Center Parcel, for any non-retail use.

(e) **Exceptions to Prohibited Uses.** Notwithstanding anything herein to the contrary, any Outparcel may be used for the operation of a health spa, gym, weight loss or exercise facility; provided, however, that parking for any such business must be entirely self-sufficient. Further, notwithstanding anything contained in this Declaration to the contrary, any prohibition against the operation of lounge, tavern or nightclub on an Outparcel shall not prohibit the operation of a bar and/or the sale of alcoholic beverages as an incidental part of the operation of a restaurant on an Outparcel.

1.2 **Outparcel Restrictions.** Throughout the term of this Declaration, it is expressly agreed that the Outparcels shall be subject to the following additional restrictions and conditions:

(a) The building(s) on the Outparcels shall be restricted to no more than twenty-four (24) feet in height unless BI-LO (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel) gives its written consent to an architectural feature exceeding such height restriction, which consent shall not be unreasonably withheld.

(b) Parking on the Outparcels and the Shopping Center Parcel must be self-sufficient for their respective use. For the purpose of this Declaration, "self-sufficient" shall mean that the parking requirements of the Outparcels and the Shopping Center Parcel must be in compliance with all applicable local requirements without reliance upon an easement over other property or any off-site parking agreement.

(c) No owner of an Outparcel or owner of the Shopping Center Parcel shall grant any parking easements over their respective parcels and no reciprocal parking easement will be granted between any Outparcels or between any Outparcel and the Shopping Center Parcel without the prior written consent of BI-LO (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel).

(d) Ingress and egress to the Shopping Center Parcel, other than as shown on the Site Plan, shall be in locations approved by BI-LO, its successors or assigns (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel).

1.3 **Frontage Parcels.** None of the restrictions set forth in this Article I shall apply to the Frontage Parcels.

ARTICLE II
ACCESS EASEMENTS AND INDEMNITY

2.1 Grant of Easements.

(a). Easements Burdening the Shopping Center Parcel.

(1) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners of any portion of the Property, including the Owners from time to time of the, Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4, Frontage Parcel A and Frontage Parcel B and the Owners' respective employees, agents, contractors, customers, visitors, licensees, concessionaires, tenants, successors and assigns ("Invitees"), a perpetual, non-exclusive easement appurtenant to such Outparcels and Frontage Parcels for passage and use for ingress, egress and passage (but not parking), as appropriate, upon, over and across all those curb cuts, sidewalks, entrances, drives, lanes, service drives and parking areas on the Shopping Center Parcel which are now or may hereafter from time to time be used for pedestrian and vehicular traffic;

(2) Declarant does hereby establish for the benefit of, and grant and convey to, the owners from time to time of Outparcel 1 and Outparcel 2, a perpetual, non-exclusive easement appurtenant to such Outparcels for the purpose of installation, maintenance, repair and use of underground utilities serving any portion of Outparcel 1 or Outparcel 2 across and under such portions of the Shopping Center Parcel that are not within the "Shopping Center Parcel building areas" (hereinafter referred to as the "Shopping Center Parcel Building Areas") shown and depicted on the Site Plan; provided, however, (i) all such work shall be performed pursuant to plans approved in writing by the owner of the Shopping Center Parcel and BI-LO, its successors or assigns (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel), such approval not to be unreasonably withheld, conditioned or delayed, and performed promptly and in such a manner and at such times as will cause a minimum of disruption to the operation of any business on Shopping Center Parcel; (ii) any and all damage to the Shopping Center Parcel shall be promptly repaired and the Shopping Center Parcel shall be restored to the condition that existed prior to the performance of such work, and the Owner performing work shall indemnify and hold the Owner of the Shopping Center Parcel and the tenant(s) of the Shopping Center Parcel harmless from any cost, expense, liability, claim or lien associated with such work or use; and (iii) the Owner of the Shopping Center Parcel may relocate, at its own expense, such utility lines, so long as utility services to the Outparcels served by such utility lines are not interrupted in such a manner as would materially adversely affect any business operated on such Outparcel(s) benefiting from this easement;

(3) Declarant does hereby establish for the benefit of, and grant and convey to the Owners from time to time of the Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4, a perpetual, non-exclusive easement appurtenant to such Outparcels for the purpose of connecting into, using and maintaining any water, sewer, gas, telephone, power or other utility lines now or hereafter constructed on the Shopping Center Parcel that are not within the Shopping Center Parcel Building Areas; provided, however, (i) such connection and use shall not interfere with or adversely affect the operation of any business on the Shopping Center Parcel; (ii) prior to making a connection, the Owner exercising its rights hereunder to make such connection shall install a meter on the connecting line to measure such Owner's volume of usage of the line on the Shopping Center Parcel (or such Owner and the Owner of the Shopping Center Parcel shall agree upon another method for measuring volume of usage, such as examination of water bills, and the connecting Owner shall be responsible for all costs associated with said connection; (iii) all such work shall be performed pursuant to plans approved in writing by the

Owner of the Shopping Center Parcel and BI-LO, its successors or assigns (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel), such approval not to be unreasonably withheld, conditioned or delayed, and performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business on the Shopping Center Parcel; (iv) any and all damage to the Shopping Center Parcel shall be promptly repaired and the Shopping Center Parcel shall be restored to the condition that existed prior to the performance of such work, and the Owner performing such work shall indemnify and hold the Owner of the Shopping Center Parcel and the tenants on the Shopping Center Parcel, including, BI-LO, its successors and assigns, harmless from any cost, expense, liability, claim or lien associated with such work or use; and (v) the Owner of the Shopping Center Parcel may relocate, at its own expense, such connecting and main lines, so long as utility service for the Outparcel(s) served by such relocated lines is not interrupted in such a manner as would materially adversely affect any business operated on such Outparcels(s);

(4) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4, a perpetual, non-exclusive easement appurtenant to such Outparcels for the purpose of connecting into, using and maintaining the portion of the common storm drainage lines and common storm water detention facilities (said common storm water lines and storm water detention facilities (herein referred to as the "Common Storm Water System") as more fully depicted on the Site Plan, now or hereafter constructed on the Shopping Center Parcel; provided, however: (i) such connection, use or maintenance shall not interfere with or adversely affect the operation of any business on the Shopping Center Parcel; (ii) the connecting Owner(s) covenants and agrees not to permit any improper or hazardous materials to be put into the Common Storm Water System and covenants and agrees to indemnify and hold harmless the Owners and tenants of the Shopping Center Parcel and all the other Outparcels from such improper use; (iii) the connecting Owner shall be responsible for all costs associated therewith; (iv) all such work shall be performed pursuant to plans approved in writing by the Owner of the Shopping Center Parcel and BI-LO, its successors or assigns (for such time as BI-LO and/or its successors or assigns operates a grocery store on the Shopping Center Parcel), such approval not to be unreasonably withheld, conditioned or delayed, and performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business on the Shopping Center Parcel; (v) any and all damage to the Shopping Center Parcel, or the improvements thereon, shall be promptly repaired and the Shopping Center Parcel shall be restored to the condition that existed prior to the performance of such work and the Owner performing such work shall indemnify and hold the Owner of the Shopping Center Parcel and the tenants of the Shopping Center Parcel harmless from any cost, expense, liability, claim or lien associated with such work or use; and (vi) the Owner of the Shopping Center Parcel may relocate, at its own expense, such connecting storm drainage lines and storm water detention facilities which connect into the Common Storm Water System, so long as storm water detention for the Outparcels served by such relocated lines and facilities is not interrupted in such a manner as would materially adversely affect any business operated on such Outparcel(s); and

(5) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of Outparcel 1, Outparcel 2, Outparcel 3 Outparcel 4, Frontage Parcel A and Frontage Parcel B, a perpetual, non-exclusive easement appurtenant to such Outparcels and Frontage Parcels for surface and sheet water drainage onto, over and across the Shopping Center Parcel substantially in accordance with the Site Plan.

b. Restrictions Shopping Center Parcels. Except for changes due to condemnation and required to comply with applicable laws, codes and ordinances, the Owner of Shopping Center Parcel

shall not make material alterations in the access points, roadways or driveways located on the Shopping Center Parcel without the prior written consent of the Owners of Outparcels and Frontage Parcels, such consent not to be unreasonably withheld, conditioned or delayed.

(c) Easements Burdening the Outparcels.

(1) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners of any portion of the Property, including the Owners from time to time of the Shopping Center Parcel, Outparcel 1, Outparcel 2, Outparcel 3 Outparcel 4, Frontage Parcel A and Frontage Parcel B and the Owners' respective Invitees, a perpetual, non-exclusive easement appurtenant to such the Shopping Center Parcel, each of the other respective Outparcels and the Frontage Parcels for passage and use for ingress, egress and passage (but not parking), as appropriate, upon, over and across all those curb cuts, sidewalks, entrances, drives, lanes, service drives and parking areas on the Outparcels which are now or may hereafter from time to time be used for pedestrian and vehicular traffic;

(2) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of the Shopping Center Parcel and the Outparcels, a non-exclusive easement appurtenant to the Shopping Center Parcel and the other respective Outparcels, a perpetual, non-exclusive easement appurtenant to the Shopping Center Parcel and each of the other respective Outparcels for the purpose of installation, maintenance, repair and use of underground utilities serving any portion of the Shopping Center Parcel and each of the other respective Outparcels across and under such portions of the affected Outparcel that are not within the affected "Outparcel building areas" (hereinafter referred to as the "Outparcel Building Areas") shown and depicted on the Site Plan; provided, however, (i) all such work shall be performed pursuant to plans approved in writing by the owner of the affected Outparcel, such approval not to be unreasonably withheld, conditioned or delayed, and performed promptly and in such a manner and at such times as will cause a minimum of disruption to the operation of any business on the affected Outparcel; (ii) any and all damage to the affected Outparcel shall be promptly repaired and the affected Outparcel shall be restored to the condition that existed prior to the performance of such work, and the Owner performing work shall indemnify and hold the Owner of the affected Outparcel and the tenant(s) of the affected Outparcel, harmless from any cost, expense, liability, claim or lien associated with such work or use; and (iii) the Owner of the affected Outparcel may relocate, at its own expense, such utility lines, so long as utility services to the Outparcels served by such utility lines are not interrupted in such a manner as would materially adversely affect any business operated on such the Shopping Center Parcel or the Outparcel(s) benefiting from this easement;

(3) Declarant does hereby establish for the benefit of, and grant and convey to the Owners from time to time of the Shopping Center Parcel and each of the respective Outparcels, a perpetual, non-exclusive easement appurtenant to the Shopping Center Parcel and each of the other respective Outparcels for the purpose of connecting into, using and maintaining any water, sewer, gas, telephone, power or other utility lines now or hereafter constructed on the affected Outparcel that are not within the affected Outparcel Building Areas; provided, however, (i) such connection and use shall not interfere with or adversely affect the operation of any business on the affected Outparcel; (ii) prior to making a connection, the Owner exercising its rights hereunder to make such connection shall install a meter on the connecting line to measure such Owner's volume of usage of the line on the affected Outparcel (or such Owner and the Owner of the affected Outparcel shall agree upon another method for measuring volume of usage, such as examination of water bills, and the connecting Owner shall be responsible for all costs associated with said connection; (iii) all such work shall be performed pursuant to plans approved in writing by the Owner of the affected Outparcel, its successors or assigns, such

approval not to be unreasonably withheld, conditioned or delayed, and performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business on the affected Outparcel; (iv) any and all damage to the affected Outparcel shall be promptly repaired and the affected Outparcel shall be restored to the condition that existed prior to the performance of such work, and the Owner performing such work shall indemnify and hold the Owner of the affected Outparcel and the tenants on the affected Outparcel, harmless from any cost, expense, liability, claim or lien associated with such work or use; and (v) the Owner of the affected Outparcel may relocate, at its own expense, such connecting and main lines, so long as utility service for the Shopping Center Parcel and/or Outparcel(s) served by such relocated lines is not interrupted in such a manner as would materially adversely affect any business operated on the Shopping Center Parcel and/or such Outparcels(s);

(4) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of the Shopping Center Parcel and each of the respective Outparcels, a perpetual, non-exclusive easement appurtenant to the Shopping Center Parcel and each of the other respective Outparcels for the purpose of connecting into, using and maintaining the portion of the Common Storm Water System constructed on the affected Outparcel; provided, however: (i) such connection, use or maintenance shall not interfere with or adversely affect the operation of any business on the affected Outparcel; (ii) the connecting Owner(s) covenants and agrees not to permit any improper or hazardous materials to be put into the Common Storm Water System and covenants and agrees to indemnify and hold harmless the Owners and tenants of the Shopping Center Parcel and the Owners and tenants of all the other Outparcels from such improper use; (iii) the connecting Owner shall be responsible for all costs associated therewith; (iv) all such work shall be performed pursuant to plans approved in writing by the Owner of the affected Outparcel, such approval not to be unreasonably withheld, conditioned or delayed, and performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business on the affected Outparcel; (v) any and all damage to the affected Outparcel, or the improvements thereon, shall be promptly repaired and the affected Outparcel shall be restored to the condition that existed prior to the performance of such work and the Owner performing such work shall indemnify and hold the Owner of the affected Outparcel and the tenants of the affected Outparcel harmless from any cost, expense, liability, claim or lien associated with such work or use; and (vi) the Owner of the affected Outparcel may relocate, at its own expense, such connecting storm drainage lines and storm water detention facilities which connect into the Common Storm Water System, so long as storm water detention for the Shopping Center Parcel and/or the Outparcels served by such relocated lines and facilities is not interrupted in such a manner as would materially adversely affect any business operated on the Shopping Center Parcel and/or the Outparcel(s) so served; and

(5) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of the Shopping Center Parcel, the respective Outparcels, Frontage Parcel A and Frontage Parcel B, a perpetual, non-exclusive easement appurtenant to the Shopping Center Parcel and each of the other respective Outparcels for surface and sheet water drainage onto, over and across the affected Outparcel substantially in accordance with the Site Plan.

2. Restrictions on Outparcel. Except for changes due to condemnation and required to comply with applicable laws, codes and ordinances, the Owner(s) of Outparcel(s) shall not make material alterations in the access points, roadways or driveways located between the affected Outparcel and the other Outparcel(s) and/or the Shopping Center Parcel without the prior written consent of the Owners of the Shopping Center Parcel or Outparcel who share such access point, roadway or driveways, such consent not to be unreasonably withheld, conditioned or delayed.

(e) Easements Burdening the Frontage Parcels.

(1) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners of any portion of the Property, including the Owners from time to time of the Shopping Center Parcel, Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4, Frontage Parcel A and Frontage Parcel B and the Owners' respective Invitees, a perpetual, non-exclusive easement appurtenant to such the Shopping Center Parcel, the Outparcels and the other respective Frontage Parcel for passage and use for ingress, egress and passage (but not parking), as appropriate, upon, over and across all those curb cuts, sidewalks, entrances, drives, lanes, service drives and parking areas on the Frontage Parcel which are now or may hereafter from time to time be used for pedestrian and vehicular traffic;

(2) Declarant does hereby establish for the benefit of, and grant and convey to, the Owners from time to time of the Shopping Center Parcel, the Outparcels and the other respective Frontage Parcels, a perpetual, non-exclusive easement appurtenant to the Shopping Center Parcel and each of the Outparcels and the other respective Frontage Parcel for surface and sheet water drainage onto, over and across the affected Frontage Parcel substantially in accordance with the Site Plan.

If BI-LO, or its assigns shall at any time be a tenant of any portion of the Parcels, then BI-LO shall have the right to reasonably approve the locations of all easements granted herein for ingress to and egress from the Parcels.

The Property Owners shall mutually agree upon the reasonable rules and regulations with respect to the traffic flow between the parcels of the Parcels.

2.2 **Indemnification.** Each Property Owner ("Indemnitor") shall indemnify, defend and hold harmless the other Property Owners of all other parcels comprising the Property ("Indemnitee(s)") against all claims, demands, causes of action, costs, expenses (including reasonable attorney's fees actually incurred) losses, damages, injuries and other liabilities (hereinafter collectively called "Claims") arising from the death of or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity as shall occur in or about the parcel owned by the Indemnitor, or, to the extent such death, accident, occurrence, injury, loss or damage is caused by the negligent or willful acts or omissions of the employees, officers, servants, agents or contractors of the Indemnitor anywhere on the Property, from and after the Effective Date hereof, except to the extent such Claims arise from any willful or negligent act or omission of an Indemnitee or its employees, servants, agents or contractors.

The Indemnitees hereunder shall give the Indemnitor notice of any suit or proceeding arising from any of the items for which it is entitled to indemnification as hereinabove provided after an Indemnitee receives notice of such suit or proceeding, and the Indemnitor shall have the obligation to defend the Indemnitees in the suit or proceeding.

The terms and conditions of this Section 2.2 shall survive the termination of this Declaration.

ARTICLE III UTILITIES

Except for any existing above-ground utility lines, all water, gas, electric and telephone lines, sanitary sewers and Common Storm Sewer System (individually a "Utility Facility" or collectively the "Utility Facilities" including lines, systems and facilities shall be underground and, in any event, such utility lines shall not be located under any building or structure erected on any Parcel. Except as

otherwise provided herein or otherwise agreed among the Owners, all layouts, construction, installation, maintenance, repair, reconstruction and removal of the Utility Facilities shall be at the cost and expense of the Owner of the portion of the Parcel upon which the Utility Facilities are located. Such Owner shall, at its cost, obtain all necessary consents and permits as may be required for such work on any Utility Facilities by any utility authority and by all other state, county and municipal authorities having jurisdiction. The other Owners of the Parcels shall cooperate in all reasonable manner (but at no cost or expense to cooperating Owners) for the purpose of facilitating procurement of such consents and permits by the Owner installing, repairing or relocating Utility Facilities on its Parcel.

**ARTICLE IV
[INTENTIONALLY OMITTED]**

**ARTICLE V
MAINTENANCE AND STORM WATER RETENTION**

Each Owner of the Shopping Center Parcel an Outparcel and/or Frontage Parcel, as applicable, shall have the following obligations with respect to its respective portion of the Property:

- (i) To keep and maintain, or cause to be kept and maintained, all buildings, signs and improvements located on its Parcel in good order and condition and state of repair, at its own expense (but it may recover part or all of its expenses from its tenants), including (but without limitation) keeping all sidewalks, walkways, roadways and parking surfaces clean and free from rubbish, dirt, ashes, garbage, excelsior, straw and refuse, by cleaning, sweeping and policing such areas on a regular basis and to maintain all drainage basins and retention areas located on its parcel;
- (ii) To remove promptly, or cause to be removed promptly, to the extent reasonably practical, snow, ice and surface water and to promptly repair cave-ins, repair areas where pools of water collect and repair other impediments;
- (iii) To keep, or cause to be kept, all marking and directional signs in the parking areas or in traffic areas distinct and legible;
- (iv) To resurface, replace, or repair, and restripe and paint as needed, and as applicable, all paving, including the parking areas, lanes, driveways, access drives, spaces, traffic directional indicators and signs, and curbs and walkway ramps so that all driveways, parking areas and sidewalks are level and smooth and evenly surfaced free from settling, chuckholes, fissures and cracks;
- (v) To care for, or cause to be cared for, all landscaped areas.

Each Owner of a Parcel, shall keep and maintain, or cause to be kept and maintained, all buildings and other improvements on its Parcel in a good state of repair. Insofar as there are Utility Facilities located on a Parcel installed thereon to provide public or private utility services, or water or sanitary or storm sewers or water retention basins to serve in addition to that Owner's Parcel or the Parcel of any other party, the same shall be kept and maintained in good order, condition and state of repair by the Owner on whose Parcel the portion of the Utility Facilities requiring such expenditure shall be located (except to the extent that such Utility Facilities may be operated and maintained by public agencies or utilities), and the cost thereof shall be borne by each Owner serviced thereby in the proportion which the gross leasable building area on its Parcel bears to the gross leasable building area of all other buildings

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served by the Utility Facility. It is declared, without limitation, that Common Storm water System benefits all of the Property.

ARTICLE VI INSURANCE REQUIREMENTS

6.1 **Liability.** Throughout the term of this Declaration, each Owner shall procure and maintain reasonably adequate comprehensive public liability and property damage insurance against claims for personal injury, death, or property damage occurring upon such Property Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances, and naming each other Owner of a Parcel (provided the Owner obtaining such insurance has been supplied with the name of such other Owners of a Parcel in the event of a change therein) as an additional insured. This insurance is to insure against potential liability for losses or damages that might occur on or to any Parcel, including, without limitation, the easement areas thereof. Any Owner of a Parcel or tenant of an Owner of a Parcel may self-insure for property or general liability purposes to the extent its net worth is in excess of \$100,000,000.00, according to its most recently published financial statement.

6.2 **Damage or Destruction.** If any improvements on a Parcel are damaged or destroyed by fire or other casualty, the Owner of the affected Parcel shall promptly repair and restore the same to substantially the same or better condition as existed prior to such damage or otherwise raze the damaged improvements, remove all debris, and seed and landscape the Property in order to restore the Property to a clean and neat condition. The damaged improvements shall be repaired and restored in conformity with the requirements of this Declaration and all applicable federal, state, and local, laws, rules, regulation, codes and ordinances. In the event that the damaged improvements are not repaired or restored within one-hundred twenty (120) day period, the Owner of the affected Parcel shall, at such Owner's sole expense, raze the damaged improvements, remove all debris, and seed and landscape the Parcel in order to restore the Parcel to a clean and neat condition.

6.3 **Insurance Requirements.** Each insurance policy required to be carried by an Owner under this Article VI shall (a) be carried with a financially responsible insurance company licensed or authorized to do business in the State where the Property is located with general policy holder ratings of at least A+ and financial ratings of at least X in the most current edition of Best's Insurance Reports; (b) contain a provision that the insurance company will give to each Owner named as an additional insured as required hereunder and such other parties in interest at least thirty (30) days notice in writing in advance of the insurer's intention to cancel, refuse to renew or otherwise terminate the policy, suspend or terminate any coverage, reduce any policy limits or otherwise alter any terms or conditions of the policy; (c) be written as primary coverage which does not contribute to and is not in excess of coverage which the other Owners may carry, notwithstanding the requirement that the other Owner be named as an additional insured and regardless of the presence of other insurance coverage; and (d) not provide for deductibles or retained limits in excess of \$10,000.00.

6.4 **Property Insurance.** At all times after the Effective Date, each Property Owner shall carry and maintain at its expense, property damage insurance with coverage in the amount of the full replacement cost of the improvements on the Owner's respective Parcel.

6.5 **Waiver and Release.** Each Owner hereby releases the other Owners and waives Claims arising in any manner in its ("Injured Owner's") favor and against the other Owners for loss or damage to the Injured Owner's Parcel. This waiver applies only to the extent the loss or damage is covered by: (i) the Injured Owner's insurance, or (ii) the insurance the Injured Owner is required to carry under Article

VI, whichever is greater. The policies required by this Article VI shall provide for waivers of any right of subrogation that the insurer of each Owner may acquire against the other Owners with respect to any insured losses.

6.6 Condemnation.

(a) Condemnation means: (i) the taking of all or any part of any parcel or the possession thereof (other than temporary possession of six (6) months or less) under the power of eminent domain; or (ii) the voluntary sale (with the consent of the Owner then in possession and any other persons having an interest therein) of all or any part of any Parcel to any person having the power of eminent domain, provided that such parcel is then under the threat of condemnation.

(b) If any part of the improvements situated on an Owner's Parcel are taken by condemnation, then to the extent that any reconstruction shall be reasonable under the circumstances, such Owner shall reconstruct said improvements as nearly as possible to the condition thereof as existed immediately prior to such taking in accordance with the requirements and subject to the terms and conditions of this Declaration

(c) In the event that any Parcel or any portion thereof is taken by condemnation, each Owner waives, in favor of the Owner whose parcel or any part thereof is taken by condemnation, any value of the condemnation award attributable to any easements the Owner holds in the parcel of such other Owner; and no part of such awards shall be payable to the holder of the dominant tenement by virtue of such easement. However, waiver under this Section shall not preclude the holder of any interest in another parcel from claiming and collecting the severance and consequential damages to its own parcel resulting from the taking of the condemned portion of the other parcel.

**ARTICLE VII
UNAVOIDABLE DELAYS**

The time within which any Owner shall be required to perform any act or acts under this Declaration shall be extended to the extent that the performance of such act or acts shall be delayed unavoidably by acts of God, weather of unusual severity and/or duration, fire, earthquake, windstorm, flood, explosion, collapse of structures, action of the elements, war (declared or undeclared), invasion, insurrection, mob violence, riots, strikes, lockouts, labor disputes, delays or restrictions by governmental bodies, sabotage, malicious mischief, inability to obtain or use or a shortage of labor, materials, equipment, facilities or supplies in the open market, failure of transportation, condemnation, public requisition, or any cause beyond the reasonable control of such Owner, provided that the Property Owner entitled to such extension shall give written notice to the other Owners of its claim of right to such extension within thirty (30) days after such right thereto shall have accrued, or such right shall be deemed to have been waived. Notwithstanding the foregoing, no notice of a claim of right to any extension shall be valid unless accompanied by written evidence which adequately documents the intervening and unavoidable incident and, in the event of delays in performance in construction or replacement of utilities, submission of duplicate copies of the same to any tenant whose premises on any Parcel are adjacent to such installation or whose business activities may be disrupted thereby.

**ARTICLE VIII
TERM OF THIS AGREEMENT**

Unless terminated sooner by subsequent mutual agreement of all of the Owners or as hereinafter set forth, this Declaration shall continue and the obligations hereunder shall remain binding for a period

of fifty-one (51) years, beginning upon the date of this Declaration; provided, however, that those easements as contained hereinabove which are expressly made perpetual shall remain in effect following the termination of this Declaration.

ARTICLE IX COVENANTS RUNNING WITH THE LAND

All the covenants, easements, agreements, conditions and restrictions set forth in this Declaration are intended to be and shall be construed as running with the land, binding upon, inuring to the benefit of and enforceable by the Property Owners, and their respective Invitees and their successors and assigns, upon the terms, provisions and conditions hereinabove set forth. This Declaration shall have priority over any and all mortgages, deeds of trust, leases, declarations, easements, liens or encumbrances whatsoever covering any part of the Property, and any and all instruments previously filed for record which are inconsistent herewith shall be superseded hereby with respect to the rights and remedies of the Declarants and their successors and assigns hereunder. This Declaration may only be amended, changed or altered with the written consent of BI-LO, or its successors or assigns, for so long as the BI-LO Lease shall remain in effect in regard to any portion of the Property.

ARTICLE X REMEDIES AND ENFORCEMENT

10.01 Right to Cure Defaults. If any Owner shall fail to perform, fulfill or observe any agreement herein to be performed, fulfilled or observed by it, including, without limitation, any obligation to pay money or repair or maintain improvements ("Defaulting Owner"), then any other Owner ("Aggrieved Owner") may send notice to the Defaulting Owner stating the nature of the alleged default. In the event such default remains uncured for a period of thirty (30) days after such notice, or if such default be of a type which cannot be cured within such period, or if such default is of such a nature to require immediate cure to avoid undue injury to Aggrieved Owner and (i) Defaulting Owner has not commenced to cure the same within such period, or (ii) is not diligently proceeding to cure same, then Aggrieved Owner, may, at its election, cure such default for and on behalf of Defaulting Owner. In the event that the Aggrieved Owner elects to cure any default of the Defaulting Owner, the Defaulting Owner does hereby grant, convey and set over to the Aggrieved Owner and its Invitees, the non-exclusive easement to go on, over, across and upon the Defaulting Owner's Parcel for the purpose of doing any acts necessary to cure said default.

10.02 Interest. If under this Declaration, the Aggrieved Owner is compelled or elects to pay any sum of money or do any acts that require the payment of money by reason of Defaulting Owner's failure or inability to perform any of the provisions of this Declaration to be performed by Defaulting Owner, including without limitation, any amounts expended to cure a default as provided in Section 10.1 and 10.2 hereof, Defaulting Owner shall promptly upon demand reimburse the Aggrieved Owner for such sums, and all sums shall bear interest from the date of expenditure until the date of such reimbursement at a rate the greater of fifteen percent (15%) per annum or the publicly announced base or prime rate set by Chase Manhattan Bank of New York or its successor in interest and determined at the time of such expenditure, but in no event greater than the maximum interest rate allowed by law. Any other sums payable by Defaulting Owner to Aggrieved Owner under this Declaration that shall not be paid when due shall bear interest from the due date of payment thereof at the above rate.

10.3 Lien. If under this Declaration, the Defaulting Owner fails to pay any sum due and owing to the Aggrieved Owner hereunder within the time period for payment therefore, the Aggrieved Owner shall have a lien on the parcel owned by the Defaulting Owner to the extent of the amount paid by the Aggrieved Owner but not reimbursed by the Defaulting Owner, which amount shall bear interest as

specified above. Notice of such lien may be filed for record by the Aggrieved Owner against the Defaulting Owner, in the form required by law, in the Office of the Register of Deeds in the County where the Property is located.

The lien so claimed shall attach to the Parcel of the Defaulting Owner from the date of recordation in the amount claimed by the Aggrieved Owner curing the default and it may be enforced and foreclosed in any manner allowed by law, including, but not limited to, sale of the Parcel or by suit to foreclose a mechanic's lien under the applicable laws of the State where the Parcel is located. Such lien, when so established against the Parcel described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

10.4 Injunction and Damages.

(a) In the event that the Aggrieved Owner shall not elect to cure a default through its own efforts, as provided in this Article X, or in the event that the type and nature of a default is not susceptible of being cured through the effort of the Aggrieved Owner, as otherwise provided in this Article X, the Aggrieved Owner shall be entitled, in addition to any other remedy available under this Declaration or by law or in equity, to secure both a temporary and permanent injunction, or declaratory judgment, or any related action, against Defaulting Owner such as shall serve to effect the compliance on the part of Defaulting Owner with the terms, conditions, reservations, restrictions and easements herein created.

Nothing herein shall limit or prohibit Aggrieved Owner from bringing any action against Defaulting Owner for damages resulting from Defaulting Owner's defaults under this Declaration and all remedies specified herein are in addition to other remedies available and are not to limit any remedies available to Aggrieved Owner by law or equity.

10.5 Attorney Fees. In the event that an Aggrieved Owner secures the assistance and services of legal counsel in an effort to enforce or defend any alleged default under this Declaration, Aggrieved Owner shall be entitled to recover against Defaulting Owner reasonable attorney fees including those before suit is filed and all costs and fees so incurred through appellate proceedings, as may be required.

ARTICLE XI WAIVERS

No delays or omission by any Owner to exercise any right or, power accruing upon any noncompliance or failure of performance by the other Owners under the provisions of this Declaration shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Owners of any of the covenants, conditions or agreements hereof to be performed by another Owner shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

ARTICLE XII APPLICABLE LAW

This Declaration shall be governed by and construed in accordance with the laws of the State in which the Property is located. If any provisions of this Declaration or the application thereof to any

person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XIII ATTORNEYS' FEES

In the event an Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party (including BI-LO if BI-LO shall prevail therein) shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

ARTICLE XIV NOTICES

Each notice, demand or other document or instrument required or permitted to be served hereunder shall be in writing and shall be deemed to have been duly served if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed to the last published address for the Property Owner as shown in the Office of the Register of Deeds or similar office for the country and state in which the Property is located. Notice for BI-LO, if required, shall be sent to 208 Industrial Boulevard, Greenville, SC 29607.

ARTICLE XV ARTICLE HEADINGS

The Article headings herein are for convenience and reference only and in no way define or limit the scope or content of this Declaration or in any way affect its provisions.

ARTICLE XVI CONSTRUCTION

Whenever the term "Owner" is used in this instrument, it shall be deemed to mean the holder of an interest in the fee simple unless accompanied by an express modifier (as in, for example, the term "leasehold owner").

ARTICLE XVII TRANSFER OF PARCEL

17.1 **Transfer of Title.** In the event of the transfer of the fee simple title interest ("Transfer") of any parcel or portion thereof, the transferor of such parcel ("Grantor") or the transferee of such parcel ("Grantee") shall give written notice of such transfer to the other Owners hereto setting forth the name and address for notice to such Grantee and the Grantee thereof shall assume all future liability of the Grantor, and, with respect to those portions transferred, and, thereafter, the Grantor shall have no liability for any acts of default under this Declaration which occurred subsequent to the date of the transfer.

17.2 **Sums Payable.** As to sums payable pursuant to this Declaration, each Owner shall be responsible for sums that accrue while an owner of its respective parcel. In the event of a transfer, the Grantee shall also be responsible for any sums due under this Declaration that have not been paid by its Grantor; provided, if a portion of a parcel is transferred, the Grantee shall only be responsible for that portion of such sums, if any, applicable to the land transferred.

**ARTICLE XVIII
REPAIR OF DAMAGE**

The exercise of rights and easements granted under this Declaration by any Owner shall not result in damage or injury to the improvements of any other Owner and shall not unreasonably interfere with or interrupt the construction or business operations conducted by any other Owner on its Parcel.

**ARTICLE XIX
EASEMENTS APPURTENANT**

All easements granted hereunder shall be appurtenant to the Parcel benefited by such easement and shall constitute a covenant running with the land. Each Owner hereby reserves the right to evict and remove from its respective parcel any persons not authorized to use same. In addition, each Party reserves the right to close off those portions of its Parcel for such reasonable periods of time as may be legally necessary to prevent a public dedication, provided, however, that before closing off any part of a Owner's Parcel, as provided above, such Owner must give notice to the other Owners of its intention to do so and must coordinate its closing with the activities of the other Owners so that there shall be no unreasonable interference with the operation of the businesses of the other Owners or their Invitees resulting therefrom. Except for Invitees, the Owners hereto shall not permit, grant access and/or use rights for, lease, license or otherwise allow pedestrian or vehicular travel on passage over, parking on or other use of the access drives, driveways, parking areas or other areas of the Property by any other persons.

**ARTICLE XX
BUILDING RESTRICTIONS**

20.1 **General.** As used in this Declaration, the word "construction" includes original construction of any improvements and except where otherwise specified, subsequent construction, alterations, repairs, reconstruction, additional improvements and/or demolition performed on a Property Owner's parcel or as required or permitted under this Declaration.

20.2 **Conduct of Construction.**

(a) The Owners shall perform all construction of improvements to be situated upon their respective parcels or on any other Owner's Parcel so as not to unreasonably interfere with any other construction being performed on the Property or to unreasonably interfere with the operation of any business being conducted on the Property.

(b) Each Owner ("Indemnitor") shall defend, indemnify and hold the other Owner ("Indemnitee") harmless from any and all claims, costs, expenses and liabilities arising from the death of or accident, injury, loss or damage whatsoever caused to any natural persons or the property of any person arising as a direct result of construction activities performed by or at the direction of Indemnitor on the Property.

(c) Each Owner shall and does hereby release the other Owner from and against any and all claims, demands, liabilities or obligations whatsoever for damage to improvements on their respective parcels or loss of rents or profits or other losses resulting from or in any way connected with any fire or accident or other casualty, whether or not such fire, accident or other casualty shall have been caused, in whole or in part, by the negligence or the contributory negligence of the Owner released hereunder, or by its tenants and Invitees, to the extent that such damages or losses are reimbursed under any policy of insurance.

(d) Each Owner shall defend, indemnify and hold the other Owner harmless from and against all mechanics, materialmen's and laborers liens, and all costs, expenses and liabilities arising from its construction on the Property.

(e) Each Owner shall conduct its construction in a reasonable manner and keep the parcel on which such construction occurs as free from any dust, noise, loose dirt, debris, equipment and other effects of such work as is reasonable. The construction shall be conducted using appropriate methods of construction in order to control such conditions associated with construction as are customarily utilized in a populated or developed area.

(f) Each Owner shall construct its improvements to be constructed by it on its parcel in an expeditious, diligent, good and workmanlike manner with the use of first class materials. Such construction shall be designed, started and completed in full compliance with all laws, rules, regulations and ordinances of all applicable governmental or quasi-governmental authorities.

20.3 Compliance with Laws. The Owners shall at all times comply with all applicable laws, ordinances, rules and regulations with respect to their respective parcels and covenant not to commit any nuisance or waste on such parcels.

ARTICLE XXI JOINDER IN APPLICATION

If by reason and operation of this Declaration, it is necessary for a Owner to join in, or consent to, the submission by the other Owners of any applications, petitions, presentations, plan submissions and the like (hereinafter generically referred to as an "Application") to any municipal, county or state planning, zoning, utility, environmental or building department, jurisdiction or authority over such parcel to obtain such licenses, permits, certificates or authorizations as may be required to construct on such Parcel in order for the owner of such Parcel an improvement permitted to be constructed hereunder, the other Owner shall, upon request of the Owner owning such parcel, join in any such Application provided, however, that: (i) such joinder shall expressly state it is solely for the purpose of evidencing the cooperating Owner's consent to, and approval of, such Application but shall not impose any obligation or duty on the part of the cooperating Owner with regard to any act required or undertaken under such Application nor shall it impose any liability or responsibility for the accuracy of any information contained in said Application; (ii) the cooperating Owner shall have no duty or responsibility for preparing or submitting or in any other manner participating in the presentation of or proceedings relating to such Application; (iii) the Owner owning such Parcel shall indemnify and hold the cooperating Owner harmless from all damage, liability, cost or expense incurred by or claimed against the Owner by reason of joining in such Application; (iv) and the cooperating Owner shall not be required to pay any costs in connection with such Application.

ARTICLE XXII MISCELLANEOUS

22.1 Exhibits. Each reference herein to an Exhibit hereto refers to the applicable Exhibit that is attached to this Declaration, which Exhibit may be amended by the Owners from time to time in accordance with the provisions of this Declaration. All such Exhibits constitute a part of this Declaration and by this Section are expressly made a part hereof.

22.2 No Rights to Third Property Owners. The provisions of this Declaration are for the exclusive benefit of the Property Owners, their successors and assigns, and not for the benefit of any third party. This Declaration shall not be deemed to have conferred any rights upon any third person unless specifically set forth herein.

22.3 Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the Owners.

22.4 Time of Essence. Time is of the essence of this Declaration.

22.5 Right to Add Property to Property. Declarants reserves the right, at any time and from time to time, to add land to the area of the Property by recording a declaration stating that the land described in such declaration is made a part of the Property. From and after the date of recording of any such declaration, the definition of Property as used in this Declaration shall be automatically amended to include the additional land described in such declaration and such additional land shall be benefited by all easements and rights set forth herein for the Property.

22.6 Relation of Owners. Neither anything in this Declaration nor any acts of the Owners shall be deemed by the Owners, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners, and no provisions of this Declaration are intended to create and constitute any person a third party beneficiary hereof.

22.7 Estoppel Statement.

(a) Each Owner ("Responding Owner") shall, without charge at any time and from time to time, within twenty (20) days after request by the other Owner ("Requesting Property Owner"), certify by written instrument, duly executed, acknowledged and delivered:

(i) that this Declaration is unmodified and in full force and effect (or, if there has been modification, that the same is in full force and effect as modified and stating the modifications); and

(ii) whether or not there are then existing any sums due and unpaid, set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of the Requesting Owner or Responding Owner to be performed or complied with (and, if so, specifying the same).

(iii) such other information dealing with the rights and obligations of the Owners under this Declaration as may be reasonably requested by the Requesting Owner.

(b) If the Responding Owner does not provide such written instrument within thirty (30) days following receipt of request therefore then the Requesting Owner and any other Person for whom such statement may be required (except as to matters of which the Requesting Owner has notice) may presume that this Declaration is not modified and is in full force and effect, and the Requesting Part is not in default under this Declaration and such presumption shall thereafter be binding upon the Responding Owner.

22.8 No Liability for Consents. Any approvals or consents given by any party ("Consenting Owner") under this Declaration shall not infer any liability upon the Consenting Owner as to the design, construction or soundness of any item approved or consented to and Consenting Owner shall not have any

liability resulting from any defect in any plans or specifications approved by Consenting Owner or any improvements constructed in accordance therewith.

22.9 No Mechanic's Lien. No Owner shall have any right to subject any portion of any other Owner's Parcel or any part of the Property other than its own Parcel, to any lien for goods, labor or materials supplied at the request of said Owner, and no person performing services, labor, materials or goods to or for said Owner shall have any right of lien with respect to any other Owner's parcel or the remaining portions of the Property.

22.10 Hazardous Material Indemnification. Each Owner shall protect, defend, indemnify and hold harmless the other Owners and BI-LO (so long as BI-LO is a tenant on the Property) from and against any and all claims, demands, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all clean up, removal and other remediation costs and sums paid for settlement of claims, attorneys' fees, consultants and expert fees), imposed upon or incurred by or asserted against such Owners in connection with any disposal, release, discharge, deposit, injection, dumping, leaking, spilling, placing or escape on or after the date hereof, of any Hazardous Substance, hereinafter defined, on, in, under the surface or from the indemnifying Owner's Parcel. "Hazardous Substance" means any substance which is toxic, ignitable, reactive, corrosive, radioactive, flammable, explosive, or a human health or safety hazard, including but not limited to asbestos, petroleum products, by-products and wastes, polychlorobiphenyls (PCB's) and substances defined as "hazardous substances," "hazardous materials," "toxic substances", or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; and/or the rules and regulations promulgated thereunder and any other applicable statutes, laws, ordinances, rules and regulations of any governmental or quasi-governmental authority or body having jurisdiction over the Property.

22.11 Consent or Approval. Unless reasonable consent or approval is specifically provided herein, when the consent or approval of any Owner is required hereunder as a condition to authorize or permit any act of another Owner, then such consent or approval may be withheld or denied in the sole and absolute discretion of the Owner from whom such consent or approval is requested

22.12 Limitation. The respective Owners and their Invitees, including all construction personnel, shall have no rights, interests or easements in and to the Parcel of the other Owners, except as specifically granted in this Declaration.

22.13 Effective Date. The "Effective Date" of this Declaration shall be the date that a fully executed original of this Declaration is recorded in the Office of the Register of Deeds or similar office for the county and state in which the Property is located.

IN WITNESS WHEREOF, the undersigned, acting by and through its duly authorized representatives, has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

**BOWLES FARM LIMITED
PARTNERSHIP, a Florida limited
partnership**

Rebecca J. Williams

By: _____ (SEAL)

James P. Rando

By: Oneida B. Bain

Name: Oneida B. Bain

Rebecca J. Williams

Its: General Partner

By: _____ (SEAL)

James P. Rando

By: Clarence D. Bain, Jr.

Name: Clarence D. Bain, Jr.

Its: General Partner

STATE OF FLORIDA
COUNTY OF WALTON

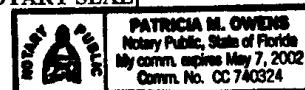
I, PATRICIA M. OWENS, a Notary Public for said County and State, do hereby certify Oneida B. Bain and Clarence D. Bain, Jr., general partners of Bowles Farm Limited Partnership, a Florida limited partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

My commission expires:

Witness my hand and official seal or stamp, this the 4th day of October, 2000

Patricia M. Owens
Notary Public

[NOTARY SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

WITNESSES:

Rebecca J. William
James P. Rando

ONEIDA B. BAIN

Oneida B. Bain (SEAL)
Oneida B. Bain, a resident of the state of _____

WITNESSES:

Rebecca J. William
James P. Rando

CLARENCE D. BAIN, JR

Clarence D. Bain Jr (SEAL)
Clarence D. Bain, Jr., a resident of the state of _____

STATE OF Florida
COUNTY OF WALTON

I, PATRICIA MOWERS, a Notary Public for said County and State, do hereby certify Oneida B. Bain and husband Clarence D. Bain, Jr., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

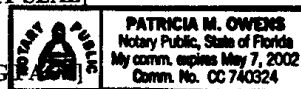
My commission expires:

Witness my hand and official seal or stamp, this the 4th day of October, 2000

Patricia Mowers
Notary Public

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



WITNESSES:

[Signature]
Patricia L. Seign

PATSY B. HUBER SNYDER

Patsy B. Huber Snyder (SEAL)
Patsy B. Huber Snyder, a resident of the state of
North Carolina

WITNESSES:

[Signature]
Patricia L. Seign

ALLEN SNYDER

Allen Snyder (SEAL)
Allen Snyder, a resident of the state of
Florida

STATE OF North Carolina
COUNTY OF Cumberland

I, Sue Dutcher, a Notary Public for said County and State, do hereby certify Patsy B. Huber Snyder and husband Allen Snyder, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

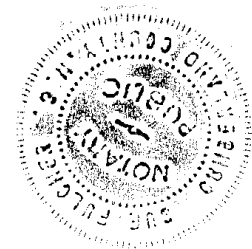
My commission expires: March 4, 2001

Witness my hand and official seal or stamp, this the 5th day of October, 2000

Sue Dutcher
Notary Public

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



WITNESSES:

Kimberlee H. Basile

BETSY B. SMITH

Betsy B. Smith (SEAL)
Betsy B. Smith, a resident of the state of
Georgia

WITNESSES:

Kimberlee H. Basile

ALAN SMITH

Alan Smith (SEAL)
Alan Smith, a resident of the state of
GEORGIA

STATE OF Georgia
COUNTY OF Fulton

I, Priscilla A. Crawford, a Notary Public for said County and State, do hereby certify Betsy B. Smith and husband Alan Smith, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

My commission expires:

Witness my hand and official seal or stamp, this the 6th day of October, 2000

Priscilla A. Crawford
Notary Public
Notary Public, Rockdale County, Georgia.
My Commission Expires April 7, 2001.
[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

WITNESSES:

STANCIL D. BOWLES, JR.

Louis C. Kirby
Shirley Danon

Stancil D. Bowles, Jr. (SEAL)
Stancil D. Bowles, Jr., a resident of the state of
N.C.

WITNESSES:

MELBA G. BOWLES

Louis C. Kirby
Shirley Danon

Melba G. Bowles (SEAL)
Melba G. Bowles, a resident of the state of
N.C.

STATE OF NC
COUNTY OF Duplin

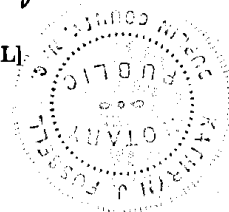
I, Kathryn J. Fussell, a Notary Public for said County and State, do hereby certify Stancil D. Bowles, Jr. and wife Melba Gail Bowles, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company

My commission expires: April 25, 2001

Witness my hand and official seal or stamp, this the 5th day of October, 2000

Kathryn J. Fussell
Notary Public

[NOTARY SEAL]



The foregoing Certificate(s) of Patricia M. Owens, Sue Fulcher, Priscilla A. Crawford,
Kathryn J. Fussell

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
By Stephanie Alice Stewart Deputy / Assistant - Register of Deeds

LEGAL DESCRIPTION
BILO DEMISED PREMISES
AUGUST 11, 2000

LYING in Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the west, north, east and south by property owned by the Aileen Bowles Owen Estate as described and recorded in Deed Book 3393, Page 802, Cumberland County Registry. Said subject property also being bounded on the east at certain points (more particularly described hereinafter) by the western right of way margin of Bonanza Drive (S.R. 1408). Said property also being bounded on the south at certain points (more particularly described hereinafter) by the northern right of way margin of Morganton Road (S.R. 1404). Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said property also being bounded on the west by property conveyed to the City of Fayetteville as described and recorded in Deed Book 5226, Page 557, Cumberland County Registry.

COMMENCING from a concrete monument in the northern right of way margin of the aforementioned Morganton Road, said concrete monument being the southwestern property corner of property owned by Darlington Enterprises as described and recorded in Deed Book 4748, Page 565, Cumberland County Registry, thence with said right of way margin, North 79 degrees 08 minutes 00 seconds West for a distance of 404.19 feet to an iron rebar in said right of way margin; thence continuing along said right of way margin, along a curve to the left, having a radius of 3859.72 feet, being subtended by a chord bearing of North 79 degrees 04 minutes 06 seconds West and a chord distance of 176.45 feet and an arc length of 176.46 feet to an iron pipe, said pipe being a set rebar in the aforementioned right of way margin of Morganton Road;

THENCE along a new line to the proposed new right of way margin of Morganton Road, North 56 degrees 04 minutes 48 seconds East for a distance of 17.39 feet to a set rebar, said rebar being in the new right of way margin of Morganton Road and being the TRUE POINT AND PLACE OF BEGINNING;

THENCE leaving said proposed margin of Morganton Road, North 56 degrees 04 minutes 48 seconds East for a distance of 23.87 feet to a set rebar;

THENCE North 14 degrees 10 minutes 00 seconds East for a distance of 711.39 feet to an existing concrete monument, said monument being in a southern line of the aforementioned City of Fayetteville property;

THENCE along said southern line of the City of Fayetteville property, South 77 degrees 16 minutes 28 seconds East for a distance of 520.36 feet to a set rebar;

THENCE leaving said southern line of the City of Fayetteville property and with a new line, South 14 degrees 10 minutes 00 seconds West for a distance of 171.62 feet to a set rebar;

THENCE with a curve to the left, having a radius of 34.67 feet and an arc length of 54.48 feet, being subtended by a chord South 30 degrees 51 minutes 30 seconds East for a distance of 49.05 feet to a set rebar;

THENCE along a curve to the left, having a radius of 221.93 feet and an arc length of 67.92 feet, being subtended by a chord South 84 degrees 39 minutes 04 seconds East, for a distance of 67.66 feet to a set rebar;

THENCE North 86 degrees 34 minutes 52 seconds East for a distance of 8.08 feet to a set rebar;

THENCE with a curve to the right, having a radius of 229.91 feet an arc length of 70.99 feet, being subtended by a chord South 84 degrees 34 minutes 24 seconds East for a distance of 70.71 feet to a set rebar;

THENCE with a curve to the left, having a radius of 35.10 feet and an arc length of 37.23 feet, being subtended by a chord North 73 degrees 53 minutes 09 seconds East for a distance of 35.51 feet to a set rebar, said rebar being in the aforementioned western right of way margin of Bonanza Drive;

THENCE along said margin of Bonanza Drive, South 14 degrees 10 seconds 00 minutes West for a distance of 83.10 feet to a set rebar;

THENCE leaving said margin of Bonanza Drive, with a curve to the left, having a radius of 38.86 feet and an arc length of 35.53 feet, being subtended by a chord North 49 degrees 32 minutes 03 seconds West for a distance of 34.31 feet to a set rebar;

THENCE with a curve to the left, having a radius of 179.91 feet and an arc length of 55.55 feet, being subtended by chord North 84 degrees 34 minutes 24 seconds West, for a distance of 55.33 feet to a set rebar;

THENCE South 86 degrees 34 minutes 52 seconds West for a distance of 8.08 feet to a set rebar;

THENCE with a curve to the right, having a radius of 271.93 feet and an arc length of 83.23 feet, being subtended by chord North 84 degrees 39 minutes 04 seconds West for a distance of 82.90 feet to a set rebar;

THENCE with a curve to the left, having a radius of 34.77 feet and an arc length of 54.59 feet, being subtended by chord South 59 degrees 08 minutes 30 seconds West for a distance of 49.15 feet to a set rebar;

THENCE South 14 degrees 10 seconds 00 minutes West, for a distance of 238.77 feet to a set rebar;

THENCE North 71 degrees 51 minutes 04 seconds West for a distance of 35.43 feet to a set rebar;

THENCE North 75 degrees 50 minutes 00 seconds West for a distance of 190.00 feet to a set rebar;

THENCE South 14 degrees 10 minutes 00 seconds West for a distance of 173.51 feet to a set rebar;

THENCE with a curve to the left, having a radius of 25.00 feet and an arc length of 29.24 feet, being subtended by a chord South 19 degrees 20 minutes 35 seconds East for a distance of 27.60 feet, to a set rebar, said rebar being in the proposed new right of way margin of the aforementioned Morganton Road;

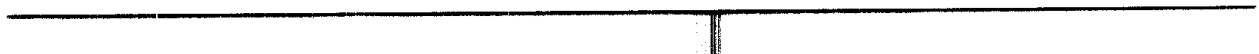
THENCE along said new margin of Morganton Road, North 79 degrees 08 minutes 02 seconds West, for a distance of 71.12 feet to a set rebar;

THENCE leaving said margin of Morganton Road and with a new line, with a curve the left, having a radius of 25.00 feet and an arc length 27.05 feet, being subtended by a chord North 45 degrees 09 minutes 55 seconds East for a distance of 25.75 feet to a set rebar;

THENCE North 14 degrees 10 minutes 00 seconds East for a distance of 158.79 feet to a set rebar;

THENCE North 75 degrees 50 minutes 00 seconds West for a distance of 203.35 feet to a set rebar;

THENCE South 14 degrees 10 minutes 00 seconds West for a distance of 156.75 feet to a set rebar;



THENCE with a curve to the left, having a radius of 35.00 feet and an arc length of 42.20 feet, being subtended by a chord South 20 degrees 22 minutes 34 seconds East for a distance of 39.69 feet to a set rebar, said rebar being in the new right of way margin of the aforementioned Morganton Road;

THENCE along said margin of Morganton Road, North 79 degrees 32 minutes 35 seconds West for a distance of 87.63 feet to a set rebar, the TRUE POINT AND PLACE OF BEGINNING.

Together with and subject to all covenants, easements and restrictions of record.

Said property contains 7.020 acres (305,801.178 square feet).

This description was prepared by Larry King & Associates, R.L.S., P.A., under the direct supervision of W. Larry King, P.L.S., L-1339, on this the 11th day of August, 2000.



W. Larry King, P.L.S. L-1339



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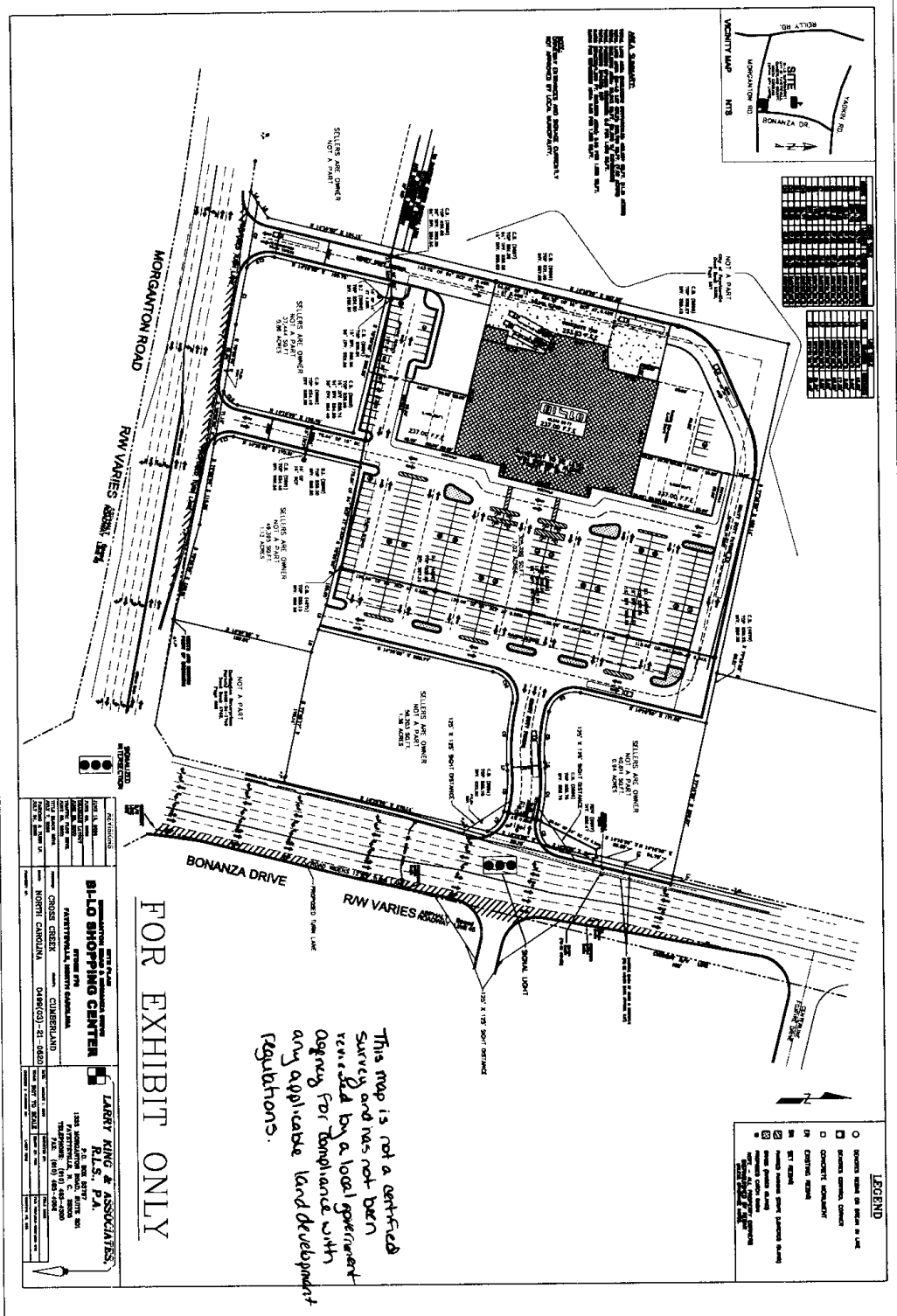


EXHIBIT "C" TO DECLARATION**(0.86 Acres, 37,444 sq. ft. - O ut Parcel 1)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the south, west, north and east by property owned by the Aileen Bowles Owen Estate as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North $47^{\circ} 15' 37''$ West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), North $79^{\circ} 56' 40''$ West a distance of 144.80 feet to a existing iron pipe;

Thence leave the existing right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue North $73^{\circ} 55' 06''$ West a distance of 132.01 feet to a set rebar;

Thence continue North $79^{\circ} 08' 02''$ West a distance of 110.28 feet to a set rebar;

Thence continue North $79^{\circ} 08' 02''$ West a distance of 71.12 feet to a set rebar, said rebar set marking the **POINT OF BEGINNING**;

Thence from said **POINT OF BEGINNING**, thus established, continue North $79^{\circ} 08' 02''$ West a distance of 91.04 feet to a set rebar;

Thence continue along a curve having a radius of 3871.72 feet, being subtended by a chord bearing North $78^{\circ} 19' 36''$ West and a chord distance of 76.77 feet and an arc length of 76.77 feet to a set rebar;

Thence continue along a curve to the right having a radius of 35.00 feet, being subtended by a chord bearing North 20° 22' 34" West and a chord distance of 39.69 feet and an arc length of 42.20 feet to a set rebar;

Thence continue North 14° 10' 00" East a distance of 156.75 feet to a set rebar;

Thence continue South 75° 50' 00" East a distance of 203.35 feet to a set rebar;

Thence continue South 14° 10' 00" West a distance of 158.78 feet to a set rebar;

Thence continue along a curve to the right having a radius of 25.00 feet, being subtended by a chord bearing South 45° 09' 55" West and a chord distance of 25.75 feet and an arc length of 27.05 feet to a set rebar, said rebar set also marking **THE TRUE POINT OF BEGINNING**.

Said tract containing 0.86 acres \pm , and being further identified, depicted and described as "Outparcel 1" on that certain survey prepared for Aileen Bowles Owens Estate by Larry King & Associates, R.L.S., P.A., bearing the certification and seal of W. Larry King, North Carolina Registered Land Surveyor Number L-1339, dated October 6, 2000.

TOGETHER WITH

(1.13 Acres, 49,395 sq. ft. – O ut Parcel 2)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the east by property now or formerly owned by Darlington Enterprises, Inc., as described in Deed Book 4748, Page 565, Cumberland County Registry and being bounded on the west, north and south by property owned by the Aileen Bowles Owen Estate as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North 47° 15' 37" West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), North 79° 56' 40" West a distance of 144.80 feet to a existing iron pipe, said existing iron pipe marking the **POINT OF BEGINNING**;

Thence from said **POINT OF BEGINNING**, thus established, leave the existing right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue North 73° 55' 06" West a distance of 132.01 feet to a set rebar;

Thence continue North 79° 08' 02" West a distance of 110.28 feet to a set rebar;

Thence continue along a curve to the right having a radius of 25.00 feet, being subtended by a chord bearing North 19° 20' 35" West and a chord distance of 27.60 feet and an arc length of 29.24 feet to a set rebar;

Thence continue North 14° 10' 00" East a distance of 173.51 feet to a set rebar;

Thence continue South 75° 50' 00" East a distance of 190.00 feet to a set rebar;

Thence continue South 71° 51' 04" East a distance of 35.43 feet to a set rebar;

Thence continue South 71° 51' 04" East a distance of 31.84 feet to an existing iron pipe;

Thence continue South 14° 07' 00" West a distance of 189.92 feet to an existing iron pipe, said existing iron pipe being located on the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and said existing iron pipe also marking **THE TRUE POINT OF BEGINNING**.

Said tract containing 1.13 acres \pm , and being further identified, depicted and described as "Outparcel 2" on that certain survey prepared for Aileen Bowles Owens, Estate by Larry King & Associates, R.L.S., P.A., bearing the certification and seal of W. Larry King, North Carolina Registered Land Surveyor Number L-1339, dated October 6, 2000.

TOGETHER WITH

(1.36 Acres, 59,203 sq. ft. - O ut Parcel 3)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the south by property now or formerly owned by Darlington Enterprises, Inc., as described in Deed Book 4748, Page 565, Cumberland County Registry and being bounded on

the west, north and east by property owned by the Aileen Bowles Owen Estate as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North $47^{\circ} 15' 37''$ West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence continue along said mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) North $59^{\circ} 21' 22''$ East a distance of 47.08 feet to an existing nail in the asphalt;

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies), North $14^{\circ} 11' 12''$ East a distance of 152.33 feet to an existing iron pipe, said existing iron pipe marking the **POINT OF BEGINNING**;

Thence from said **POINT OF BEGINNING**, thus established, leave the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and continue North $77^{\circ} 45' 17''$ West a distance of 178.14 feet to an existing iron pipe;

Thence continue North $71^{\circ} 51' 04''$ West a distance of 31.84 feet to a set rebar;

Thence continue North $14^{\circ} 10' 00''$ East a distance of 238.77 feet to a set rebar;

Thence continue along a curve to the right having a radius of 34.77 feet, being subtended by a chord bearing North $59^{\circ} 08' 30''$ East and a chord distance of 49.15 feet and an arc length of 54.59 feet to a set rebar;

Thence continue along a curve having a radius of 271.93 feet, being subtended by a chord bearing South $84^{\circ} 39' 04''$ East and a chord distance of 82.90 feet and an arc length of 83.23 feet to a set rebar;

Thence continue North $86^{\circ} 34' 52''$ East a distance of 8.08 feet to a set rebar;

Thence continue along a curve having a radius of 179.91 feet, being subtended by a chord bearing South 84° 34' 24" East and a chord distance of 55.33 feet and an arc length of 55.55 feet to a set rebar;

Thence continue along a curve to the right having a radius of 38.86 feet, being subtended by a chord bearing South 49° 32' 03" East and a chord distance of 34.31 feet and an arc length of 35.53 feet to a set rebar, said set rebar being located along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies);

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 14° 10' 00" West a distance of 278.14 feet to an existing iron pipe, said existing iron pipe marking the **POINT OF BEGINNING**;

Said tract containing 1.36 acres \pm , and being further identified, depicted and described as "Outparcel 3" on that certain survey prepared for Aileen Bowles Owens Estate by Larry King & Associates, R.L.S., P.A., bearing the certification and seal of W. Larry King, North Carolina Registered Land Surveyor Number L-1339, dated October 6, 2000.

TOGETHER WITH

(2.06 Acres, 89,898.40 sq. ft. - Out Parcel 4)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the east by Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and being bounded on the south, west and north by property owned by the Aileen Bowles Owen Estate as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North 47° 15' 37" West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence continue along said mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) North 59° 21' 22" East a distance of 47.08 feet to an existing nail in the asphalt;

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies), North $14^{\circ} 11' 12''$ East a distance of 152.33 feet to a existing iron pipe;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies), North $14^{\circ} 10' 00''$ East a distance of 278.14 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies), North $14^{\circ} 10' 00''$ East a distance of 83.10 feet to a set rebar, said set rebar marking the **POINT OF BEGINNING**;

Thence leave the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and continue along a curve to the right having a radius of 35.10 feet, being subtended by a chord bearing South $73^{\circ} 53' 09''$ West and a chord distance of 35.51 feet and an arc length of 37.23 feet to a set rebar,

Thence continue along a curve having a radius of 229.91 feet, being subtended by a chord bearing North $84^{\circ} 34' 24''$ West and a chord distance of 70.71 feet and an arc length of 70.99 feet to a set rebar;

Thence continue South $86^{\circ} 34' 52''$ West a distance of 8.08 feet to a set rebar;

Thence continue along a curve having a radius of 221.93 feet, being subtended by a chord bearing South $84^{\circ} 39' 04''$ West and a chord distance of 67.66 feet and an arc length of 67.92 feet to a set rebar;

Thence continue along a curve to the right having a radius of 34.67 feet, being subtended by a chord bearing North $30^{\circ} 51' 30''$ West and a chord distance of 49.05 feet and an arc length of 54.48 feet to a set rebar;

Thence continue North $14^{\circ} 10' 00''$ East a distance of 171.62 feet to a set rebar;

Thence continue South $77^{\circ} 16' 28''$ East a distance of 209.87 feet to a set rebar, said set rebar being located along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies);

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South $14^{\circ} 10' 00''$ East a distance of 64.70 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 75° 50' 00" West a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 14° 10' 00" West a distance of 55.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 75° 50' 00" East a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 14° 10' 00" West a distance of 50.40 feet to a set rebar, said set rebar marking the **POINT OF BEGINNING**;

Said tract containing 2.06 acres \pm , and being further identified, depicted and described and as "Outparcel 4" on that certain survey prepared for Aileen Bowles Owens Estate by Larry King & Associates, R.L.S., P.A., bearing the certification and seal of W. Larry King, North Carolina Registered Land Surveyor Number L-1339, dated October 6, 2000.

EXHIBIT "D" TO DECLARATION**(1.63 Acres, 71,198 sq. ft. – Fron tage Parcel A)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the south by Morganton Road (a.k.a. State Route 1404) (right-of-way varies), being bounded on the north by property now or formerly owned by the City of Fayetteville, North Carolina, as described in Deed Book 5226, Page 557, Cumberland County Registry and being bounded on the west and east by property now or formerly owned by the Aileen Bowles Owen Estate, as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North $47^{\circ} 15' 37''$ West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), North $79^{\circ} 56' 40''$ West a distance of 144.80 feet to a existing iron pipe;

Thence leave the existing right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue North $73^{\circ} 55' 06''$ West a distance of 132.01 feet to a set rebar;

Thence continue North $79^{\circ} 08' 02''$ West a distance of 110.28 feet to a set rebar;

Thence continue North $79^{\circ} 08' 02''$ West a distance of 71.12 feet to a set rebar

Thence continue North $79^{\circ} 08' 02''$ West a distance of 91.04 feet to a set rebar

Thence continue along a curve having a radius of 3871.72 feet, being subtended by a chord bearing North $78^{\circ} 19' 36''$ West and a chord distance of 76.77 feet and an arc length of 76.77 feet to a set rebar;

Thence continue along a curve having a radius of 3871.72 feet, being subtended by a chord bearing North 79° 32' 35" West and a chord distance of 87.63 feet and an arc length of 87.63 feet to a set rebar, said rebar marking the **POINT OF BEGINNING**;

From said **POINT OF BEGINNING**, thus established, continue South 56° 04' 48" West a distance of 17.39 feet to a point;

Thence continue along a curve having a radius of 3859.72 feet, being subtended by a chord bearing North 80° 41' 04" West and a chord distance of 41.26 feet and an arc length of 41.26 feet to a point;

Thence continue North 80° 59' 28" West a distance of 248.49 feet to a point;

Thence continue North 14° 10' 00" East a distance of 240.66 feet to a point;

Thence continue South 75° 50' 00" East a distance of 316.16 feet to a point;

Thence continue South 14° 10' 00" West a distance of 184.13 feet to a point;

Thence continue South 56° 04' 48" West a distance of 23.87 feet to a point, said point also marking **THE TRUE POINT OF BEGINNING**.

Said tract containing 1.63 acres \pm .

TOGETHER WITH

(2.52 Acres, 109,907.37 sq. ft. – From targe Parcel B)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the east by Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies), being bounded on the west by property now or formerly owned by the City of Fayetteville, North Carolina, as described in Deed Book 5226, Page 557, Cumberland County Registry, being bounded on the north by property now or formerly owned by Carrie Sutton, as described in Deed Book 5077, Page 707, Cumberland County Registry and being bounded on the south by property owned by the Aileen Bowles Owen Estate, as described and recorded on Plat Book 102, Page 169, Cumberland County Registry. Said subject property also being a portion of the aforementioned Aileen Bowles Owen property. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a.

State Route 1404) (right-of-way varies), thence continue North $47^{\circ} 15' 37''$ West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence continue along said mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) North $59^{\circ} 21' 22''$ East a distance of 47.08 feet to an existing nail in the asphalt;

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North $14^{\circ} 11' 12''$ East a distance of 152.33 feet to an existing iron pipe;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North $14^{\circ} 10' 00''$ East a distance of 278.14 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North $14^{\circ} 10' 00''$ East a distance of 83.10 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North $14^{\circ} 10' 00''$ East a distance of 50.40 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North $75^{\circ} 50' 00''$ West a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North $14^{\circ} 10' 00''$ East a distance of 55.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South $75^{\circ} 50' 00''$ East a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North $14^{\circ} 10' 00''$ East a distance of 64.70 feet to a set rebar, said set rebar marking the **POINT OF BEGINNING**;

From said **POINT OF BEGINNING** thus established, thence leave the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and continue North $77^{\circ} 16' 28''$ West a distance of 209.87 feet;

Thence continue North 14° 10' 00" East a distance of 377.90 feet to a point;

Thence continue South 77° 42' 18" East a distance of 290.15 feet to a rebar set, said rebar set being located along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies);

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 14° 10' 00" West a distance of 380.08 feet to a set rebar;

Thence continue along the westerly right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 77° 16' 28" West a distance of 12 feet to a set rebar, said set rebar marking the **POINT OF BEGINNING**;

Said tract containing 2.52 acres \pm .

TOGETHER WITH

(1.19 Acres 51,979 sq. ft. – Fron tage Parcel C)

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Cross Creek Township, Cumberland County, Fayetteville, North Carolina, this subject property being bounded on the south by property now or formerly owned by Carrie Sutton, as described in Deed Book 5077, Page 707, Cumberland County Registry, being bounded on the east by the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and being bounded on the west and north by property now or formerly owned by the City of Fayetteville, North Carolina, as described in Deed Book 5226, Page 557, Cumberland County Registry. Said subject property also being a portion of the property now or formerly owned by Aileen Bowles Owen, as described on Plat Book 102, Page 169, Cumberland County Registry. Said tract being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence from a spike located at the approximate centerline of the intersection of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies), thence continue North 47° 15' 37" West a distance of 101.90 feet to an existing nail in the asphalt located at the westerly side of the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies);

Thence continue along said mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the

northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) North 59° 21' 22" East a distance of 47.08 feet to an existing nail in the asphalt;

Thence leave the mitered corner located at the intersection of the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and the northerly side of the right-of-way along Morganton Road (a.k.a. State Route 1404) (right-of-way varies) and continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North 14° 11' 12" East a distance of 152.33 feet to an existing iron pipe, said existing iron pipe;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North 14° 10' 00" East a distance of 278.14 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies), North 14° 10' 00" East a distance of 83.10 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 14° 10' 00" East a distance of 50.40 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 75° 50' 00" West a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 14° 10' 00" East a distance of 55.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 75° 50' 00" East a distance of 3.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 14° 10' 00" East a distance of 64.70 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South 77° 16' 28" East a distance of 12.00 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North 14° 10' 00" East a distance of 380.08 feet to a set rebar;

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) North $14^{\circ} 10' 00''$ East a distance of 260.00 feet to a point; said point marking the **POINT OF BEGINNING**;

From said **POINT OF BEGINNING** thus established thence leave the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) and continue North $77^{\circ} 42' 18''$ East a distance of 290.15 feet to a point;

Thence continue North $14^{\circ} 10' 00''$ East a distance of 111.51 feet to a rebar set;

Thence continue North $77^{\circ} 34' 33''$ East a distance of 324.30 feet to a rebar set, said rebar set being located along the westerly side of the right-of-way along Bonanza Drive (right-of-way varies);

Thence continue along the westerly side of the right-of-way along Bonanza Drive (a.k.a. State Route 1408) (right-of-way varies) South $14^{\circ} 10' 00''$ West a distance of 297.22 feet to a point, said point marking the **POINT OF BEGINNING**;

Said tract containing 1.19 acres \pm .

8929
0009

8K08929 PG0009

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED Jun 21, 2012
AT 12:17:00 pm
BOOK 08929
START PAGE 0009
END PAGE 0017
INSTRUMENT # 22828
RECORDING \$26.00
EXCISE TAX (None)

RA

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 10.00

Parcel Identifier No. See Exhibit A attached Verified By _____ County on the ____ day of _____ 20____
By _____

Richard M. Wiggins
Mail to: Richard M. Wiggins, Esq., McCoy Wiggins Cleveland & O'Connor PLLC, P.O. Box 87009, Fayetteville,
NC 28304-7009

This Instrument was prepared by: Richard M. Wiggins, McCoy Wiggins Cleveland & O'Connor PLLC

Brief description for the Index: _____

THIS DEED made this 25th day of May, 2012, by and between

GRANTOR	GRANTEE
Stancil DeB. Bowles, Jr. and wife, Melba G. Bowles; Betsy Bowles Smith and husband, Alan Smith; Elizabeth Lovin High; Natalie Huber Clark and husband, Scott Clark; Kristina Huber Enlow and husband, Christopher John Enlow; and Alan Smith, Trustee for Heather Lauren Snyder and Brittany Aileen Snyder c/o Stancil DeB. Bowles, Jr. 607 Curtis Road Warsaw, North Carolina 28398	Bowles Farm Limited Partnership, a Florida Limited Partnership P.O. Box 51295 Sarasota, Florida 34232-0331

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of

their one-half (1/2) undivided interest in and to certain lots or parcels of land situated in the Cumberland County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

The Property hereinabove described was acquired by Grantor by instrument recorded in Book _____, Page _____, Cumberland County, North Carolina, Public Registry.

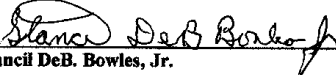
A map showing Lot Numbers 4, 5 and 6 of the property is recorded in Plat Book 104, Page 88, Cumberland County, North Carolina, Public Registry.

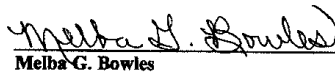
TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor is seized of a one-half (1/2) undivided interest in the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

1. 2012 Cumberland County ad valorem taxes which Grantee agrees and assumes to pay;
2. County and/or Municipal Zoning Ordinances; and
3. Easements, restrictions and rights of way of record in the Cumberland County, North Carolina, Public Registry.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.


 (SEAL)
Stancil DeB. Bowles, Jr.

 (SEAL)
Melba G. Bowles

STATE OF NC
COUNTY OF Duplin

I certify that the following person ("Principal") personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: Stancil DeB. Bowles, Jr. and wife, Melba G. Bowles

Date: May 25, 2012.

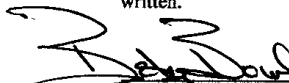

Notary Public
Michele P Hill
Printed or Typed Name of Notary Public


My Commission Expires: March 19 2013

[SEAL]

(N.P. SEAL)

IN WITNESS WHEREOF the Grantor has duly executed the foregoing as of the day and year first above written.


Betsy Bowles Smith

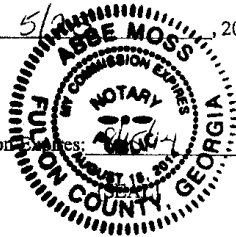

Alan Smith

Betsy Bowles Smith and Alan Smith
STATE OF Georgia
COUNTY OF Fulton


I certify that the following person ("Principal") personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Betsy Bowles Smith.**

Date: 5/1, 2012.

My Commission Expires:



(N.P. SEAL)

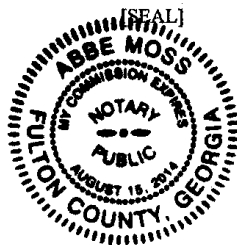

Notary Public
Abbe Moss
Printed or Typed Name of Notary Public

STATE OF Georgia
COUNTY OF Fulton

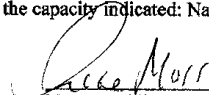
I certify that the following person ("Principal") personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Alan Smith.**

Date: 5/25, 2012.

My Commission Expires: 8/18/14



(N.P. SEAL)


Notary Public
Abbe Moss
Printed or Typed Name of Notary Public

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Elizabeth Lovin High (SEAL)
Elizabeth Lovin High

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

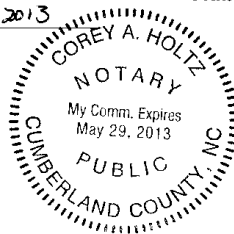
I certify that the following person (A Principal) personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Elizabeth Lovin High**.

Date: 5/29/12, 2012.

Corey A. Holtz
Notary Public
Corey A. Holtz
Printed or Typed Name of Notary Public

My Commission Expires: May 29, 2013

[SEAL]



(N.P. SEAL)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Natalie Huber Clark (SEAL)
Natalie Huber Clark

Scott Clark (SEAL)
Scott Clark

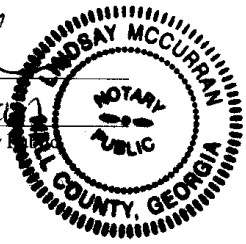
STATE OF Georgia
COUNTY OF Hall

I certify that the following person (APrincipal@) personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal=s identity by a current state or federal identification with the Principal=s photograph in the form of a driver=s license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Natalie Huber Clark**.

Date: May 25, 2012.

My Commission Expires: 1/19/2014
[SEAL]

Lindsay McCurran
Notary Public
Printed or Typed Name of Notary Public
(N.P. SEAL)



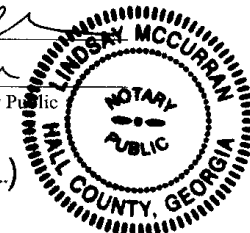
STATE OF Georgia
COUNTY OF Hall

I certify that the following person (APrincipal@) personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal=s identity by a current state or federal identification with the Principal=s photograph in the form of a driver=s license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Scott Clark**.

Date: May 25, 2012.

My Commission Expires: 1/19/2014
[SEAL]

Lindsay McCurran
Notary Public
Printed or Typed Name of Notary Public
(N.P. SEAL)



IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Kristina R Enlow (SEAL)
Kristina Huber Enlow

Christopher John Enlow (SEAL)
Christopher John Enlow

STATE OF South Carolina
COUNTY OF Greenville

I certify that the following person (A Principal) personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Kristina Huber Enlow**.

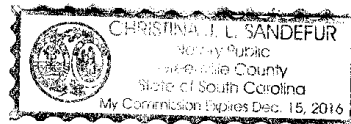
Date: May 25, 2012.

Christina J. Sandefur
Notary Public
CHRISTINA J. L. Sandefur
Printed or Typed Name of Notary Public

My Commission Expires: 12/15/16

[SEAL]

(N.P. SEAL)



STATE OF South Carolina
COUNTY OF Greenville

I certify that the following person (A Principal) personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Christopher John Enlow**.

Date: May 25, 2012.

Christina J. Sandefur
Notary Public
CHRISTINA J. L. Sandefur
Printed or Typed Name of Notary Public

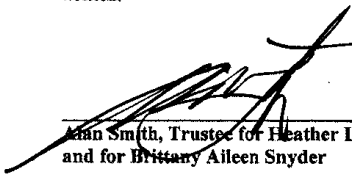
My Commission Expires: 12/15/16

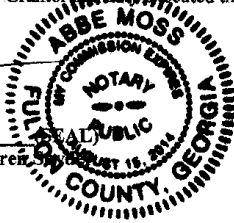
[SEAL]

(N.P. SEAL)



IN WITNESS WHEREOF, the Grantor has hereunto executed the foregoing as of the day and year first above written.

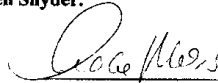

Alan Smith, Trustee for Heather Lauren Snyder
and for Brittany Aileen Snyder



Alan Smith
STATE OF Georgia
COUNTY OF Fulton

I certify that the following person ("Principal") personally appeared before me this day and I have personal knowledge of the identity of the Principal or have seen satisfactory evidence of the Principal's identity by a current state or federal identification with the Principal's photograph in the form of a driver's license or a credible witness has sworn to the identity of the Principal, with he or she acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Name of Principal: **Alan Smith, Trustee for Heather Lauren Snyder and Brittany Aileen Snyder.**

Date: 5/25, 2012.



Notary Public

Abbe Moss
Printed or Typed Name of Notary Public

My Commission Expires: 8/18/14



(N.P. SEAL)

EXHIBIT A

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

Tract One:

BEING all of Lot Numbers 4, 5 and 6 as shown on that certain plat map entitled "Aileen Bowles Owen Estate, Phase 2", said map prepared by Larry King & Associates, R.L.S., PA, dated May 3, 2001 which is of record in Plat Book 104, Page 88, Cumberland County, North Carolina Registry.
Tax ID Numbers 0408-23-7943, 0408-33-1947, and 0408-34-3588.

Tract Two:

LYING in Cross Creek Township, Cumberland County, North Carolina, this subject tract is bounded on the north by the tract as conveyed to the City of Fayetteville, as described and recorded in Deed Book 5226, Page 562, Cumberland County Registry; bounded on east by the western right of way margin of Bonanza Drive (public right of way varies); bounded on the south by the tract as conveyed to Tessie Boney, Jr and wife Ellen M., as described and recorded in Deed Book 5286, Page 169, Cumberland County Registry; bounded on the west by the tract as conveyed to the City of Fayetteville, as described and recorded in Deed Book 5226, Page 557, Cumberland County Registry; and being more particularly described as follows:

COMMENCING from an existing iron stake, the northwest corner of the tract as shown on a Plat titled "Property of Tessie Boney, Jr. and wife Ellen Boney" as described and recorded in Plat Book 102, Page 107, Cumberland County Registry, said iron stake also being the TRUE POINT AND PLACE OF BEGINNING,

THENCE North 14 degrees 10 minutes 00 seconds East for a distance of 111.53 feet to a point;
THENCE North 77 degrees 34 minutes 33 seconds East for a distance of 324.30 feet to a point located in the western right of way margin of Bonanza Drive (public right of way varies);
THENCE with said right of way margin, South 14 degrees 10 minutes 00 seconds West for a distance of 247.22 feet to a point;
THENCE leaving said right of way margin, North 77 degrees 42 minutes 18 seconds West for a distance of 290.15 feet to an existing iron stake, said iron stake also being the TRUE POINT AND PLACE OF BEGINNING, together with and subject to covenants, easements, and restrictions of record. Said property contains 1.19 acres (52,019 square feet).

By deed dated December 29, 1999, the Grantor and Grantees herein made a Deed of Gift to the City of Fayetteville, a North Carolina municipal corporation, of two (2) tracts of land, Tract 1 being a portion of PIN # 0408-24-4451 and Tract 2 being a portion of property conveyed in Deed Book 5162, Page 0404, Cumberland County Registry, and the Estate of record 89-E-700, Estates

Division of Cumberland County, North Carolina Clerk of Court and said Grantors excepted from the conveyance of Tract 2, their heirs, successors and assigns, certain easement rights over the property for the purpose of installing, repairing, replacing, and maintaining utility (including, without limitation, drainage, electric, water, sewer, telephone and gas) lines, pipes, wires, and poles on the property, as well as for ingress, egress and regress to and from Grantors' adjacent property over the property to Bonanza Drive. This conveyance was made upon the condition that the City of Fayetteville required the parcel to provide a right of way access between a public road and a tract conveyed to the City of Fayetteville for use as a City park and recreational area (hereinafter the "Park"). That conveyance further provided that if the City of Fayetteville ceases to use the Park as a city park and recreational area or there is no longer any need by the City of Fayetteville for use of the property as a public right of way to the Park, the property would then revert to the Grantors, their heirs, successors and assigns as a part of this conveyance. The Grantors herein convey, assign, release and quitclaim unto the Grantees herein any interest which they may have in said easements, right of ways and or that right of reverter.

For History of the title to the property being conveyed, see:

Deed from H.L. Bowles and Eunice Bowles to Aileen Bowles Owen dated December 5, 1961 recorded in Book 902, page 28 Cumberland County Registry

Will of Aileen B. Owen, Estate File 89-E- 700 Clerk of Superior Court Cumberland County;

Deed from Oneida B. Bain to Bowles Farm Limited Partnership dated September 1, 1999 (conveying an undivided one-half (1/2) interest) recorded in Book 5162, page 404, Cumberland County Registry;

Will of Patricia Lovin Bowles Snyder, Estate File 09-E-1465 Clerk of Superior Court, Cumberland County.

04207

RECEIVED

2- 3-2000 PM 1:33

GEORGE E. TATUM
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

BK5226PG0562

No Revenue

Prepared by: Cleland P. Reese, Real Estate Officer

Return to: City of Fayetteville, Project Management Division, 433 Hay Street, Fayetteville NC 28301-5537

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

DEED OF GIFT

THIS INSTRUMENT, made this the 29th day of December, 1999,
by and between *Bowles Farm Limited Partnership, a Florida Limited Partnership; Patricia B. Huber Snyder; Stancil D. Bowles, Jr. & wife, Melba Gail Bowles; Betsy B. Smith & husband, Alan Smith*, hereinafter collectively called "Grantors", and the City of Fayetteville, a North Carolina Municipal Corporation, hereinafter called "Grantee";
*and husband, Allen Snyder

The designations "Grantors" and "Grantee" as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular and plural, and masculine, feminine or neuter genders as required by context.

WITNESSETH:

That the Grantors, as a gift and without dollar consideration from the Grantee, have and by these presents do grant and convey unto the Grantee in fee simple that certain lot or parcel of land situated in the City of Fayetteville, Cross Creek Township, Cumberland County, State of North Carolina, and more particularly described as follows (hereinafter sometimes called the "Property"):

*A Portion of PIN 0408-24-4451
Tract 1*

BEGINNING at a set iron rebar on the western right-of-way margin of Bonanza Drive, said point being the northeast corner of the parcel of which this is a part as shown on a survey map by Larry King & Associates, July 25, 1999, titled Aileen Bowles Owens Est., said point also being the southeast corner of the Cumberland County Board of Education parcel referenced in Deed Book 4110, page 165, Cumberland County Registry, and running with the common boundary of this parcel and the Board of Education parcel South 77 degrees 34 minutes 33 seconds West 324.36 feet; thence South 14 degrees 10 minutes 00 seconds West 5.59 feet; thence reversing the first call 324.36 feet to a point on the western right-of-way margin of Bonanza Drive; thence with

said margin North 14 degrees 10 minutes 00 seconds East 5.59 feet to the *BEGINNING*.

Tract 2

BEGINNING at the southeast corner of Tract 1 above and running with the common boundary of this tract 2 and the southern line of Tract 1 South 77 degrees 34 minutes 38 seconds West 324.36 feet; thence South 01 degree 10 minutes West 27.46 feet; thence parallel to and 25 feet from the first call North 77 degrees 34 minutes 33 seconds East 324.46 feet to the western right-of-way margin of Bonanza Drive; thence North 14 degrees 10 minutes East 27.46 feet to the *BEGINNING*.

Being a portion of that property conveyed in Deed Book 5162, Page 0404 and estate record 89-E-700, Estates Division of Cumberland County.

For further history, refer to Deed Book 902, Page 28, Cumberland County Registry.

The property is subject to easements, rights-of-way, and conditions of record.

There is excepted from the conveyance of Tract 2 and retained to the Grantors, their heirs, successors, and assigns, certain easement rights over the Property for the purpose of installing, repairing, replacing, and maintaining utility (including, without limitation, drainage, electric, water, sewer, telephone and gas) lines, pipes, wires, and poles on the Property, as well as for ingress, egress and regress to and from Grantors' adjacent property over the Property to Bonanza Drive. This conveyance is made upon the condition that Grantee requires the parcel to provide right-of-way access between a public road and a tract conveyed of even date herewith for use as a City park and recreational area (hereinafter the "Park"). If the Grantee ever ceases to use the "Park" as a city park and recreational area, or there is no longer any need by Grantee for use of the Property as public right-of-way to the Park, then the Property shall revert to the Grantors, their heirs or assigns.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

Grantor makes no warranty, express or implied, as to title to the Property.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, as of the day
and year first above written.

* *Bowles Family Limited Partnership,*
A Florida limited partnership

BK5226PG0564

By: Onida Bowles Bain (Seal)
a general partner

Patricia B. Huber Snyder (Seal)
Patricia B. Huber Snyder, a seller

Allen Snyder (Seal)
Allen Snyder

Stancil D. Bowles, Jr. (Seal)
Stancil D. Bowles, Jr., a seller

Melba Gail Bowles (Seal)
Melba Gail Bowles

Betsy B. Smith (Seal)
Betsy B. Smith, a seller

Alan Smith (Seal)
Alan Smith

STATE OF FLORIDA
COUNTY OF WALTON

I, PAULA BOYKIN, a Notary Public for said County and
State, do hereby certify that Onida Bowles Bain *, a general partner in
Bowles Farm Limited Partnership, a limited partnership, personally appeared before me this
day and acknowledged the due execution of the foregoing instrument on behalf of such
partnership.

Witness my hand and official seal, this the 19th day of JANUARY, 2000
~~1999~~.

(Official Seal)

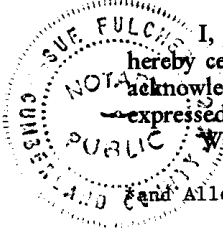


Paula Boykin
Notary Public

My commission expires: 10-15-02

BK5226PG0565

STATE OF North Carolina
COUNTY OF Cumberland

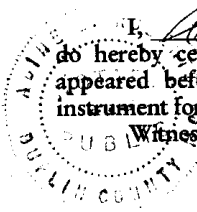


I, Sue Fulcher, a Notary Public of said County and State, do hereby certify that Patricia B. Huber Snyder personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 31st day of January, 2000
and Allen Snyder
Sue Fulcher
Notary Public

My commission expires: March 4, 2001
(N.P. Seal)

STATE OF NORTH CAROLINA
COUNTY OF Duplin

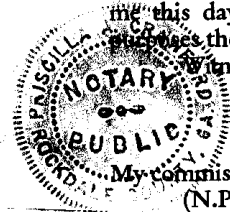


I, Adine B. Roberts, a Notary Public of said County and state, do hereby certify that Stancil D. Bowles, Jr. and wife, Melba Gail Bowles, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 27 day of January, 1999. 2000
Adine B. Roberts
Notary Public

My commission expires: 9-24-2000
(N.P. Seal)

STATE OF Georgia
COUNTY OF Fulton



I, Priscilla A. Crawford, a Notary Public of said County and state, do hereby certify that Betsy B. Smith and husband, Alan Smith, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal this 27th day of December, 1999.
Priscilla A. Crawford
Notary Public

My commission expires: My Commission Expires April 7, 2001
(N.P. Seal)

The foregoing Certificate(s) of Priscilla A. Crawford, Adine B. Roberts, Sue Fulcher, Paula K. Boykin
are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By George E. Tatum REGISTER OF DEEDS FOR CUMBERLAND COUNTY,
Robin M. Jones Deputy / Assistant - Register of Deeds **NO REVENUE**

Property Summary

Tax Year: 2022

REID	0408237943000	PIN	0408-23-7943	Property Owner	BOWLES FARM LIMITED PARTNERSHIP
Location Address	0 MORGANTON RD	Property Description	AILEEN BOWLES OWEN ESTATE LO4 SE02 PL0104-0088	Owner's Mailing Address	PO BOX 51295 SARASOTA FL 34232

Administrative Data	
Plat Book & Page	0104-0088
Old Map #	
Market Area	8073
Township	NONE
Planning Jurisdiction	COUNTY
City	FAYETTEVILLE
Fire District	
Spec District	
Land Class	C100-COMMERC
History REID 1	
History REID 2	
Acreage	0.86
Permit Date	
Permit #	

Transfer Information	
Deed Date	6/21/2012
Deed Book	008929
Deed Page	00009
Revenue Stamps	
Package Sale Date	
Package Sale Price	
Land Sale Date	6/21/2012
Land Sale Price	

Improvement Summary	
Total Buildings	0
Total Units	0
Total Living Area	0
Total Gross Leasable Area	0

Property Value	
Total Appraised Land Value	\$206,975
Total Appraised Building Value	
Total Appraised Misc Improvements Value	
Total Cost Value	\$206,975
Total Appraised Value - Valued By Cost	\$206,975
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$206,975

Photograph

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
Total Misc Improvements Value Assessed:										

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (%) Bad)	Econ Depr (%) Bad)	Funct Depr (%) Bad)	Common Interest (%) Good)	Value
No Data										
Total Misc Improvements Value Assessed:										

Land Summary

Land Class: C100-COMMERC			Deeded Acres: 0.86		Calculated Acres: 0.86		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
NC		1096-COMM-SQ-FOOTAG	37461.60 SQUARE FOOT PRICED	\$4.25	1.04		\$206,975
Total Land Value Assessed: \$206,975							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		008929	00009	6/21/2012
1 Back	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		005162	00404	9/15/1999

Notes Summary

Building Card	Date	Line	Notes
No Data			

Property Summary

Tax Year: 2022

REID	0408342065000	PIN	0408-34-2065	Property Owner	BOWLES FARM LIMITED PARTNERSHIP
Location Address	121 BONANZA DR	Property Description	AILEEN BOWLES OWEN ESTATE DIV LO5B SE01 PL0134-0040	Owner's Mailing Address	PO BOX 51295 SARASOTA FL 34232

Administrative Data	
Plat Book & Page	0134-0040
Old Map #	
Market Area	8073
Township	NONE
Planning Jurisdiction	COUNTY
City	FAYETTEVILLE
Fire District	
Spec District	
Land Class	C100-COMMERC
History REID 1	
History REID 2	
Acreage	1.36
Permit Date	
Permit #	

Transfer Information	
Deed Date	6/21/2012
Deed Book	008929
Deed Page	00009
Revenue Stamps	
Package Sale Date	
Package Sale Price	
Land Sale Date	6/21/2012
Land Sale Price	

Improvement Summary	
Total Buildings	0
Total Units	0
Total Living Area	0
Total Gross Leasable Area	0

Property Value	
Total Appraised Land Value	\$198,576
Total Appraised Building Value	
Total Appraised Misc Improvements Value	
Total Cost Value	\$198,576
Total Appraised Value - Valued By Cost	\$198,576
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$198,576

Photograph

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data										
Total Misc Improvements Value Assessed:										

Land Summary

Land Class: C100-COMMERC			Deeded Acres: 1.36			Calculated Acres: 1.38	
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
NC		1096-COMM-SQ-FOOTAG	59241.60 SQUARE FOOT PRICED	\$4.25	0.77		\$198,576
Total Land Value Assessed: \$198,576							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		008929	00009	6/21/2012
1 Back	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		005162	00404	9/15/1999

Notes Summary

Building Card	Date	Line	Notes
No Data			

Property Summary

Tax Year: 2022

REID	0408343586000	PIN	0408-34-3586	Property Owner	BOWLES FARM LIMITED PARTNERSHIP
Location Address	0 BONANZA DR	Property Description	AILEEN BOWLES OWEN ESTATE LO6 SE02 PL0104-0088	Owner's Mailing Address	707 ATTITUDE AVE DAYTONA BEACH FL 32124

Administrative Data	
Plat Book & Page	0104-0088
Old Map #	
Market Area	8073
Township	NONE
Planning Jurisdiction	COUNTY
City	FAYETTEVILLE
Fire District	
Spec District	
Land Class	C100-COMMERC
History REID 1	
History REID 2	
Acreage	3.46
Permit Date	
Permit #	

Transfer Information	
Deed Date	6/21/2012
Deed Book	008929
Deed Page	00009
Revenue Stamps	
Package Sale Date	
Package Sale Price	
Land Sale Date	6/21/2012
Land Sale Price	

Improvement Summary	
Total Buildings	0
Total Units	0
Total Living Area	0
Total Gross Leasable Area	0

Property Value	
Total Appraised Land Value	\$416,870
Total Appraised Building Value	
Total Appraised Misc Improvements Value	
Total Cost Value	\$416,870
Total Appraised Value - Valued By Cost	\$416,870
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$416,870

Photograph

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
No Data										
Total Misc Improvements Value Assessed:										

Land Summary

Land Class: C100-COMMERC			Deeded Acres: 3.46		Calculated Acres: 3.47		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
NC		1096-COMM-SQ-FOOTAG	150717.60 SQUARE FOOT PRICED	\$4.25			\$416,870
Total Land Value Assessed: \$416,870							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		008929	00009	6/21/2012
1 Back	BOWLES FARM LIMITED PARTNERSHIP	ID-INTEREST DEED	100	0		005162	00404	9/15/1999
2 Back	N C DEPT OF TRANSPORTATION	CJ-CONSENT JUDGEMENT	100	0		004569	00401	10/29/1996
3 Back	N C DEPT OF TRANSPORTATION	MA-MEMO-OF-ACTION	100	0		004122	00406	3/8/1994
4 Back	N C DEPT OF TRANSPORTATION	DE-DEED	100	0		003393	00802	6/21/1988
5 Back	OWEN, AILEEN B	WD-WARRANTY DEED	100	0		000902	00028	7/1/1984

Notes Summary

Building Card	Date	Line	Notes
No Data			