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FOR REGISTRATION REGISTER OF DEEDS  
REBECCA T. CHRISTIAN  
NEW HANOVER COUNTY, NC  
2001 DEC 27 09:33:01 AM  
BK: 3152 PG: 467-480 FEE: \$32.00  
INSTRUMENT # 2001067791

Prepared by and when recorded return to:  
Mark D. Williamson, Esq.  
McGuireWoods LLP  
101 West Main Street, Suite 9000  
Norfolk, Virginia 23510-1655

DECLARATION OF RECIPROCAL EASEMENTS,  
COVENANTS AND RESTRICTIONS

This Declaration of Reciprocal Easements, Covenants and Restrictions (the "Declaration") is made and entered into as of December 20<sup>th</sup> 2001 by FOOD LION, LLC, a North Carolina limited liability company ("Declarant"), Grantor and Grantee for recording purposes.

RECITALS

1. Declarant owns certain real property located in New Hanover County, North Carolina, consisting of approximately 15.77 acres being more particularly described on Exhibit A attached hereto and made part hereof (the "Shopping Center"), by virtue of a deed from J. Richard Corbett dated September 21, 2001 and recorded in the New Hanover County Registry in Deed Book 3051 at Page 845 & 848

2. The Shopping Center has been subdivided into Outparcels 1, 2, 4 and 9 pursuant to that certain subdivision plat entitled "Map of Division Snows Cut Market Place, Federal Point Associates Tract - Deed Book 1129 Page 468, Federal Point Township, New Hanover County, NC" prepared by Stocks Land Surveying, P.C., dated May 21, 2001 (the "Subdivision Plat"), and recorded in the New Hanover County, North Carolina, Registry in Map Book 41 at Page 218. Outparcels 1, 2, 4 and 9 as reflected in such Subdivision Plat are sometimes referred to individually as an "Outparcel" or collectively as the "Outparcels."

3. Contemporaneously with entering into this Declaration, Declarant intends to sell "Outparcel 1 Shopping Center" to Snow's Cut Crossing, LLC ("Snow's Cut") for the development of a Food Lion grocery store thereon ("Outparcel 1 Intended Use"). Snow's Cut will in turn lease the grocery store to be constructed on "Outparcel 1 Shopping Center" to Declarant pursuant to a Lease Agreement dated September 20, 2001 (the "Food Lion Lease").

4. Declarant intends to sell Outparcel 4 for the development of a hotel thereon, said hotel to be a franchisee of a national hotel chain ("Outparcel 4 Intended Use").

5. Declarant desires by this instrument to restrict the development, construction and use of the Shopping Center as set forth in this Declaration. Declarant desires by this instrument to provide for and bind such Outparcels to the various easements, restrictions and affirmative covenants provided for herein.

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NOW, THEREFORE, in consideration of the above premises and of the easements, covenants and restrictions herein contained, and for the mutual complement and benefit of the Outparcels and the intended development thereof, the Declarant does hereby declare, covenant and agree, that the Outparcels and all parts thereof and all present and future owners and occupants thereof including their respective successors and assigns, shall (except as otherwise provided herein) be and hereby are subjected to the easements, conditions, covenants, restrictions and other terms and conditions hereinafter set forth in this Declaration.

## ARTICLE I

### General Provisions

1. Establishment of Easements, Restrictions and Protective Covenants. Declarant does hereby adopt and establish the herein-described protective and restrictive covenants, easements, agreements and conditions with respect to the Shopping Center and it is hereby agreed and declared that the Shopping Center shall be sold, transferred, conveyed, improved, used and occupied subject to the following covenants, conditions, restrictions, easements, agreements and conditions, which shall (i) be covenants running with and binding upon the Shopping Center and the Outparcels, (ii) inure to the benefit of and be enforceable by Declarant, its successors and assigns, and other persons or entities hereafter acquiring ownership interests in Outparcels 1, 2, 4, or 9, or any portion thereof, and (iii) be binding upon Declarant and its respective heirs, executors, administrators, successors and assigns, specifically including any and all subsequent owners of the Shopping Center or any portion thereof (including mortgagees and any purchasers at any foreclosure sale or by deed in lieu thereof), whether by purchase, descent, devise, gift, trade or otherwise, and each and all individuals and entities, by the acceptance of fee simple title to any portion of the Shopping Center, shall and do thereby agree and covenant to abide by and perform the following provisions and agreements.

2. Recordation of Declaration and Amendments. This Declaration, and any amendment, modification or revision thereto, shall not be effective until filed for record in the public real estate records for the county or counties or city or cities in which the Shopping Center is located.

## ARTICLE II

### Reciprocal Easements for Cross-Access and Utilities

1. Reservation of Easements. Declarant hereby creates, grants and reserves for the benefit of Outparcels 1, 2, 4 and 9 as shown on the Subdivision Plat and each owner thereof, subject to the terms and conditions of this Declaration, a non-exclusive, perpetual (but limited) easement for ingress/egress for vehicular and pedestrian traffic (but not parking) over, upon and across that portion of the Shopping Center that is from time to time paved sidewalks, walkways, parking areas, paved private accessways or any curb

cuts or other means of access for ingress to or egress from any public thoroughfares or rights-of-ways adjoining the Shopping Center for the sole purposes of providing a common entrance and pedestrian and vehicular ingress and egress to the Shopping Center. ("Ingress/Egress Easement").

2. Easements Perpetual. The reciprocal easements and rights-of-way herein reserved are appurtenant to and run with the title to the land and shall be perpetual.

3. Nonforfeiture or Reversion. Any obligations contained herein with regard to the easements granted hereby shall be construed as covenants and not as conditions and any violation of any said covenant shall not result in a forfeiture or reversion of any easement granted herein or any property conveyed hereby.

4. Private Use. Nothing contained in this Declaration shall ever be deemed to create a gift or dedication of all or any portion of the Shopping Center to the general public or for any public use or public purpose whatsoever. It is the intention of the Declarant that this Ingress/Egress Easement shall be for the exclusive benefit of the Shopping Center, or any portion thereof, and itself and its respective successors and assigns. Nothing contained herein, express or implied, shall confer upon any person or entity other than the Declarant and its respective successors and assigns any rights or remedies under or by reason of this Declaration. Each Outparcel owner, and its respective successors and assigns, shall have the right to close its individual parcel for a reasonable period of time to the extent required (i) by law to prevent prescriptive rights from accruing as to such Outparcel and (ii) for necessary construction, maintenance, repair and replacement; provided, however, that neither Declarant, its successors and assigns, nor any Outparcel owner shall have the right to erect a fence or other barrier across the entrance to its respective property(ies). Each Outparcel owner shall have the right to grant a license, right or permission to its respective officers, employees, tenants, business invitees and all licensees and guests to use any of the easement areas or avail themselves of any rights granted herein, but any action to enforce any of such rights may be maintained only by the Outparcel owner or its respective successors and assigns.

5. Maintenance. Each Outparcel owner and occupant, their respective successors and assigns (including lessees) shall have the obligation to maintain that portion of the Ingress/Egress Easement as is located on their respective Outparcel. The Ingress/Egress Easement shall be maintained in a commercially reasonable fashion consistent with the New Hanover County, North Carolina ("County") standards and in a good and passable condition. No fences, obstructions or other barriers shall be constructed that will impede the flow of traffic along the Ingress/Egress Easement.

6. Non-Exclusive Benefit. Declarant hereby reserves the right, for itself and its successors and assigns, to grant such other or similar easements, rights, rights-of-way and privileges over, across and under a particular Outparcel; provided, however, any such easements, rights, rights-of-way and privileges hereinafter granted over, across or under the Shopping Center shall not interfere with the use of any of the easements, rights, rights-of-way and servitudes herein granted.

7. Utilities Easements. Declarant hereby creates, grants and reserves the following easements:

(a) Sewer Easement. A perpetual, transferable, non-exclusive easement (the "Sewer Easement") for the use and benefit of Outparcel 1 Shopping Center on, over, through and across Outparcel 2, including without limitation the non-exclusive, perpetual right (including the right to grant such rights to private or public utility companies) to install, maintain, replace and repair sanitary sewer facilities such as sanitary sewers, pipes and the like upon, over or under the Sewer Easement. The location of this easement shall be determined in accordance with sub-paragraph (d) below.

(b) Outparcel 4 Stormwater Drainage Easement. A perpetual, transferable, non-exclusive easement (the "Outparcel 4 Stormwater Easement") for the use and benefit of Outparcel 4 to discharge not exceeding one-half of the storm and surface water discharge from Outparcel 4 into the existing or to be constructed drainage system on Outparcel 1. The owners of Outparcel 1 from time to time shall be obligated at their cost and expense to maintain the drainage system on Outparcel 1 (including the sedimentation pond) so as to allow for the acceptance of the stormwater discharge as set forth in the preceding sentence. The location of this easement shall be determined in accordance with sub-paragraph (d) below.

(c) Outparcel 1 Stormwater Drainage Easement. A perpetual, transferable, non-exclusive easement (the "Outparcel 1 Stormwater Easement") for the use and benefit of Outparcel 1 to discharge a portion of the storm and surface water discharge from Outparcel 1 into the existing or to be constructed sedimentation pond on Outparcel 9 and the existing or to be constructed sedimentation pond on Outparcel 2. The owners of Outparcels 9 and 2 from time to time shall be obligated at their cost and expense to maintain the drainage system on Outparcels 9 and 2 (including the sedimentation ponds) so as to allow for the acceptance of the stormwater discharge as set forth in the preceding sentence. The location of this easement shall be determined in accordance with sub-paragraph (d) below.

(d) Location of Easements. At such time as the location of the easements described herein has been finalized and platted by a land surveyor, Declarant shall execute and deliver a supplement or amendment to this Declaration more specifically locating the easements described in this Section 7. The location of such easements as specified in such supplement or amendment shall be generally consistent with and as described in that certain drawing (the "Utility Plan") entitled "Pleasure Island Center Water and Sewer Plan," revised 06/07/2001 prepared by Wolfe Group, Inc., and in that certain Plot Plan of Shopping Center (the "Plot Plan") attached as Exhibit A to the Food Lion Lease, as the same may be amended from time to time.

(e) Reservation of Right to Amend and/or Supplement.

Notwithstanding anything contained herein to the contrary, Declarant reserves the right to amend and/or supplement this Declaration as provided in the preceding subsection (d) to more specifically locate the easements described in this Section 7. Declarant further reserves the right to amend and/or supplement this Declaration with respect to the easements granted in this Section 7 or with respect to any other easements reasonably necessary to facilitate the development of the parcels comprising the Shopping Center to the extent reasonably necessary to facilitate the development of any one or more of Outparcels 1, 2, 4 and 9; provided, however, that (i) no such amendment or supplement may have a material adverse affect on the development of Outparcels 1, 2, 4 and 9 as set forth generally in the Utility Plan and the Plot Plan, and (ii) no such amendment or supplement shall impose a materially greater cost or expense upon any grantee or transferee holding title to of any part of the Shopping Center at the time of such amendment or supplement. Such rights of the Declarant reserved hereunder shall terminate at such point in time as Declarant, or any successor declarant specifically designated by Declarant, no longer has an interest in any parcel comprising the Shopping Center.

ARTICLE III

Covenants and Restrictions

1. Designation of Permitted and Prohibited Uses.

(a) Without the prior written consent of the Declarant, which consent may be withheld at Declarant's sole discretion, or as otherwise provided in this Declaration, none of the following shall be permitted to operate within the boundaries of the Shopping Center or any outparcels thereto in a location nearer than five hundred (500) feet to the entrance of the grocery store to be constructed on Outparcel 1 (the "500' Exclusive Area"): (i) restaurant, except for the continental breakfast service in conjunction with the Outparcel 4 Intended Use, (ii) theater of any kind, (iii) child care center, (iv) skating rink, (v) bowling alley, (vi) billiard or bingo parlor, (vii) flea market, (viii) massage parlor, (ix) funeral home, (x) off-track betting parlor, (xi) carnival, amusement park or circus, (xii) shows or sales by merchants utilizing vehicles or booths in the Ingress/Egress-Access Easement, (xiii) facility for the sale and/or lease of new or used motor vehicles, trailers or mobile homes, (xiv) banquet hall, auditorium or other place of public assembly, except in conjunction with the Outparcel 4 Intended Use, (xv) training or educational facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), (xvi) gymnasium, sport or health club or spa, except in conjunction with the Outparcel 4 Intended Use, (xvii) dairy store, (xviii) establishment which sells alcoholic beverages for on-premises consumption, or (xix) any other health, recreational or entertainment-type activity. Notwithstanding the provisions of Article III (1)(a), an Outparcel owner shall have the right to lease shop spaces, not to exceed 1,750 square feet

per store, located in the Shopping Center to an ice cream or yogurt store (similar to a Bresslers or a TCBY), an "exclusive, upper-end" candy store, a health food store, or a pizza restaurant or other type of restaurant facility selling prepared and precooked food for "take-out" only, and Declarant and/or any Outparcel owner, its successors or assigns may lease or sell to a nationally-known restaurant similar in operation to the restaurants listed below.

McDonalds	Wendy's	Pizza Hut
Pizza Inn	Roy Rogers	Burger King
Tastee Freeze	Hardee's	Kips
Shoney's	Kentucky Fried Chicken	Popeye's Fried Chicken
Arby's	Dairy Queen	Taco Bell
Grandy's		

Any restaurant permitted hereunder (i) shall not exceed one story, or twenty-five feet in height, (ii) must maintain adequate on-site parking of at least (5) automobiles per one thousand (1,000) square feet of gross building space, (iii) shall not require cross parking easements or reciprocal parking easements, (iv) shall not sell beer and wine for on-premises consumption except ancillary to the sale of food products, and said ancillary sales of beer and wine shall account for less than fifty percent (50%) of the gross revenues generated by the restaurant and (v) shall not sell alcoholic beverages other than beer and wine without Declarant's prior written consent, which consent shall be at Declarant's sole discretion.

(b) Neither Declarant, nor any successor owner of any Outparcel shall lease, rent, occupy or permit to be occupied on Outparcels 2, 4, or 9, or any premises owned or controlled by Declarant or such subsequent owner (excluding Outparcel 1 Shopping Center), or their successors and assigns, which are within one (1) mile (as measured on public or private roads) of the Shopping Center (the "One Mile Exclusive Area") for use as a grocery store, supermarket, convenience food store, or otherwise for the sale of (i) packaged or fresh seafood, meat or poultry for off-premises consumption, (ii) packaged or fresh produce or vegetables for off-premises consumption, (iii) packaged or fresh dairy products (excluding cone ice cream) for off-premises consumption, (iv) packaged or fresh bakery products for off-premises consumption, (v) other grocery items, (vi) tobacco or tobacco products, (vii) fresh flowers, floral arrangements, green and/or blooming plants, gift items and other floral merchandise, bedding plants, tropical green plants, pumpkins during the Halloween season, or Christmas trees during the Christmas season, or (viii) beer, wine and package liquors for off-premises consumption (except for beer, wine and package liquors sold by a governmentally-owned facility), or any of them. In addition, neither Declarant nor its successors and assigns shall sell or otherwise convey or lease Outparcels 2, 4, or 9, or any real property owned or controlled by Declarant or its successors and assigns which lies within the One Mile Exclusive Area, without first imposing thereon a restriction to secure compliance herewith, or permit any tenant or occupant of Outparcels 2, 4, or 9 or any part thereof to sublet or assign in any

manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business described above, without the prior written consent of Declarant, which consent shall be at Declarant's sole discretion.

(c) Notwithstanding any other provision contained herein to the contrary, the following uses shall not be permitted on any portion of the Shopping Center:

- (1) Any use which involves the raising, breeding or keeping of any animals or poultry.
- (2) Any dangerous or unsafe uses.
- (3) Any industrial uses, including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses.
- (4) Any mining or mineral exploration or development except by non-surface means.
- (5) Any use which may require water and sewer services in excess of the capacities allocated to the Shopping Center by any governmental authority.
- (6) Any noxious or offensive activity which Declarant, its successors or assigns, deems objectionable and adverse to the preservation of property values of the Shopping Center.
- (7) Any religious use or use of any improvement in the Shopping Center, either temporarily or permanently, as a church, temple, synagogue, mosque, or the like.
- (8) Any facility for the sale of paraphernalia for use with illicit drugs.
- (9) Any facility for the sale or display of pornographic material (as determined by community standards for the area in which the Shopping Center is located).
- (10) Any use which violates any statute, rule, regulation, ordinance or other law of any governmental entity, including but not limited to any statute, rule, regulation, ordinance or other law concerning hazardous wastes or toxic substances and all flood plain, industrial waste and

other ordinances of the County or any other governmental body in which the Shopping Center is located.

2. Screening. Water towers, storage tanks, fencing equipment, incinerators, trash containers, maintenance facilities, heating and air conditioning equipment and trucks based on the Shopping Center shall either be housed in closed buildings or otherwise completely screened from public view in a manner architecturally compatible with the building or buildings in the Shopping Center and at a location and in a manner approved in writing by Declarant, its successors or assigns. All roof objects, including cooling towers, fans, air conditioners, vents and all other structures or roof-mounted equipment which rise above the roof line shall be effectively screened from view from any immediately adjacent public or private street in a manner approved in writing by Declarant, its successors or assigns. No antenna or tower shall be erected on the Shopping Center for any purpose whatsoever without approval of Declarant, its successors or assigns. Landscaping or other appropriate screening shall be provided between incompatible land uses. No outside open storage shall be permitted.

3. Loading Dock Areas. Loading docks and associated areas shall have adequate space provided in the Shopping Center so that loading and maneuvering of trucks and service vehicles shall not be carried out on the street. Loading dock areas shall not face any street and any side loading areas shall be properly screened.

4. Exterior Lighting. All exterior lighting shall be compatible and harmonious throughout the Shopping Center and shall be in keeping with the specific function and building types served. Illumination will be provided on all exterior walls facing public streets and for all parking areas. Exterior illumination shall be from a non-apparent source and designed so as to avoid glare or light intrusion into a public way, street or adjacent property.

5. Signs. All signs, including temporary signs, must be approved in writing by Declarant, its successors or assigns, prior to installation.

6. Grading and Drainage. All structures constructed on any portion of the Shopping Center shall be equipped with adequate roof drainage, interior downspouts or other drainage conveyances and shall be at a location and of a material compatible with the building site and design. No downspout water shall be permitted to be deposited directly into landscaped areas or into open ditches without adequate erosion and siltation control as approved by Declarant, its successors or assigns. All grading and surface drainage, including roof drainage of buildings, shall be designed to conform to the overall drainage and topography of the Shopping Center. No sheet or uncontrolled surface drainage onto adjacent property shall be allowed.

7. Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires, except for "project-level" utilities to be constructed and installed either by Declarant or by a utility service entity. Transformers and meters of all types, including electric, gas and other meters or

apparatus, shall be adequately screened and/or landscaped so as to fully obscure such facilities from public view and from view of buildings located on the Shopping Center.

8. Building Height Limitation. Any building to be constructed upon the Shopping Center shall not exceed one story or twenty-five feet in height without the prior written consent of Declarant, its successors or assigns, which consent shall be at the sole discretion thereof, except as provided herein. Any building to be constructed upon Outparcel 4 for the Outparcel 4 Intended Use shall be exempt from this Article III, Paragraph 8, so long as such structures comply with any applicable zoning ordinances.

9. Duty of Maintenance. Each Outparcel owner shall have the duty and responsibility, at its sole cost and expense, to keep and maintain the Outparcel owned by such Outparcel owner, including buildings, improvements, grounds, and easement areas, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not be limited to:

- (a) Prompt removal of all litter, trash, refuse and waste.
- (b) Lawn mowing.
- (c) Pruning, watering and otherwise caring for all trees, shrubs and other landscaped areas.
- (d) Keeping exterior lighting and mechanical facilities in working order.
- (e) Keeping parking areas, driveways and roads in good condition and repair.
- (f) Complying with all governmental health and police requirements.
- (g) Striping of parking areas and repainting of improvements.
- (h) Repair and/or replacement of exterior damages and improvements.
- (i) Snow and ice removal.

If, in the reasonable opinion of Declarant, or its successors and assigns, any owners or occupants of any Outparcel has or have failed in any of the foregoing duties or responsibilities, Declarant, or its successor and assigns, may give such person written notice (or, in the case of snow and ice removal, telephonic notice promptly confirmed in writing) of such failure and such person must, within ten (10) days (or, in the case of snow and ice removal, within four (4) hours) after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill his duty and responsibility within such period, Declarant, its successors or assigns, shall have the right to authorize its agent or agents to enter on any portion of the Shopping Center and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any persons. Any owners or occupants of the

premises on which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse Declarant for such costs. If the owners or occupants of the premises shall fail to reimburse Declarant within thirty (30) days after receipt of a statement for such work, said indebtedness shall be a debt of all such persons jointly and severally and shall constitute a lien against the Shopping Center. Such lien shall have the attributes of a lien for judgments.

10. Insurance. Each Outparcel owner shall insure its respective Outparcel in accordance for liability insurance with commercially reasonable limits and shall name the other Outparcel owners as additional insureds on such policies.

#### ARTICLE IV

##### Miscellaneous

1. Term; Amendment. This Declaration and the covenants and restrictions set forth herein shall run with and bind all land within the Shopping Center Property, and shall inure to the benefit of and be enforceable by Declarant and its successors and assigns, and other persons or entities hereafter acquiring ownership interests in Outparcels 1, 2, 4, and 9, for an initial term of twenty (20) years from the date this Declaration is filed for record in the real property records of the county or counties in which the Shopping Center lies. At the end of the initial term, this Declaration shall be automatically renewed without any action by the parties hereto or their respective successors or assigns for an additional term of twenty (20) years, and at the end of such additional term shall be automatically renewed without any action by the parties hereto or their respective successors or assigns for a third and final term of twenty (20) years. This Declaration may be amended, supplemented or terminated, in whole or in part, by Declarant as provided in Section II (7)(e) or, if not provided for in Section II (7)(e), with the consent and joinder of all and any owner or owners of the Outparcels with the consent and joinder of any trustee or mortgagee having an interest thereon. Any such amendment, supplement or termination will be effective at such time as an instrument reflecting such amendment, supplement or termination, signed by Declarant and other applicable party, is filed for record in the real property records of the county or counties or city or cities in which the Shopping Center is located.

2. Severability. If any of the easements, covenants, conditions or terms of this Declaration shall be found void or unenforceable for any reason whatsoever by any court of law or of equity, then every other covenant, condition, restriction or term contained herein shall remain valid and binding.

3. Enforcement of Covenants. Declarant, and its successors and assigns, and other persons or entities hereafter acquiring ownership interests in Outparcels 1, 2, 4, and 9, shall have the authority to enforce any and all of the covenants, restrictions, conditions and reservations set forth in this Declaration against any person or persons violating or attempting to violate the same and may enter proceedings at law or in equity to restrain a violation of the covenants contained herein and to recover damages for the breach or violation thereof. Declarant agrees that a violation of the covenants contained herein may

result in an immediate, irreparable harm for which money damages alone are not adequate.

4. Captions; Singular, Plural and Gender. The section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include the singular and plural and any gender as the context requires.

5. Governing Law. This Declaration shall be governed by and enforced in accordance with the laws of the State of North Carolina.

6. Priority of Declaration; Subordination by Mortgagees. The covenants, conditions and restrictions set forth in this Declaration shall be prior and superior to each and every mortgage lien or deed of trust encumbering the Shopping Center or any Outparcel on the Subdivision Plat. Declarant agrees to cause any mortgagee holding a valid mortgage lien or any beneficiary under a deed of trust encumbering the Shopping Center or any Outparcel on the Subdivision Plat as of the date of this Declaration to subordinate its or their lien or liens or its or their rights and interest or interests to the covenants, conditions and restrictions set forth in this Declaration by written subordination agreement executed by any such mortgagee or by the trustee of any such deed of trust, with the consent of any such beneficiary, in a form and substance reasonably satisfactory to Declarant, such writing to be recorded in the public records of real property for the county or counties or city or cities in which the Shopping Center is located and in which this Declaration is to be recorded.

8. Existing Agreements. The terms, conditions and provisions of this Declaration shall be in addition to and not a limitation of the terms, conditions and provisions of any other documents, instruments or agreements executed by the parties hereto affecting Outparcels 1, 2, 4, and 9. To the extent of any inconsistency between the terms of this instrument and the terms of the Food Lion Lease, the terms of the Food Lion Lease shall govern and control.

9. Indemnification. Each Outparcel owner agrees to indemnify the other Outparcel owners from and against any liability or damages which such other Outparcel owner may suffer or arise out of the easements provided hereby, as a result of the easement use hereby of by such other Outparcel owner.

10. Execution in Counterparts. This Declaration may be executed in any number of counterparts, each of which shall be an original, and all of such counterparts together shall be deemed to constitute one original agreement.

11. Exhibits.

Exhibit A – Property Description

[Signature appears on the following page.]



## **EXHIBIT A**

All those certain lots and parcels of land lying and being in Federal Point Township, New Hanover County, North Carolina, known and being designated as Outparcel 1 Shopping Center, Outparcel 2, Outparcel 4, and Outparcel 9 as shown on that certain subdivision plat entitled "Map of Division Snow's Cut Market Place Federal Point Associates tract, Deed Book 1129 Page 468, Federal Point Township, New Hanover County, North Carolina" and prepared by Stocks Land Surveying, PC, dated May 21, 2001 and recorded in Map Book 41 at Page 218 in New Hanover County, North Carolina, Public Registry.



REBECCA T. CHRISTIAN  
REGISTER OF DEEDS, NEW HANOVER  
JUDICIAL BUILDING  
316 PRINCESS STREET  
WILMINGTON, NC 28401

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Filed For Registration: 12/27/2001 09:33:01 AM  
Book: RE 3152 Page: 467-480  
Document No.: 2001057791  
DECL 14 PGS \$32.00  
Recorder: PATRICIA BARNES

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State of North Carolina, County of New Hanover

The foregoing certificate of PATRICIA M ALLIGOOD Notary is certified to be correct. This 27TH of December 2001

REBECCA T. CHRISTIAN, REGISTER OF DEEDS

By: Patricia Barnes  
Deputy/Assistant Register of Deeds

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