

**BK: RB 6507**  
**PG: 1260 - 1274**

RECORDED:

10/29/2021

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BY: ANGELA ENGLISH

DEPUTY

2021052246

**NEW HANOVER COUNTY,**

TAMMY THEUSCH PIVER

REGISTER OF DEEDS

NC FEE \$26.00

EXTX \$0.00

ELECTRONICALLY RECORDED

## **DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS**

**THIS DECLARATION OF RECIPROCAL EASEMENTS, RESTRICTIONS AND COVENANTS** ("Declaration") is entered into as of the 29th day of October, 2021, by Murray Farm Developers, LLC, a North Carolina limited liability company ("MFD") whose address is 60 Gregory Road, Ste. 1, Belville, NC 28451 and Murray Farm Rentals, LLC, a North Carolina limited liability company ("MFR") whose address is 60 Gregory Road, Ste. 1, Belville, NC 28451. The designations MFD or MFR as used herein shall include such party, its heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

### WITNESSETH:

**WHEREAS**, MFD is the fee simple owner of that certain parcel of land more particularly described as follows: Being all of that certain tract or parcel of land depicted and shown as **TRACT B, containing 33.90 acres +/-** ("Tract B"), on that survey entitled "Recombination Plat – The Oaks at Murray Farm" prepared by Paramounte Engineering, Inc. and recorded in Map Book 69, at Pages 379 through 381 in the office of the Register of Deeds of New Hanover County (the, "Plat"); and

**WHEREAS**, MFR is the fee simple owner of that certain parcel of land more particularly described as follows: Being all of that certain tract or parcel of land depicted and shown as **TRACT A, containing 18.51 acres +/-** ("Tract A") on the Plat (Tract A and Tract B and are referenced herein as "Lot" or "Lots" and collectively, the "Property"); and

**WHEREAS**, there is located on the Property, a new private variable width access and utility easement area labeled as "Access and Utility Easement" shown on the Site Plan attached hereto as **Exhibit "A"** ("Site Plan") and incorporated herein by reference and further described on **Exhibit "B"** ("Access and Utility Easement Area") for the benefit of each Lot comprising the

Property and the Owner of each such Lot;

**WHEREAS**, Owners desires to establish certain easements, covenants and restrictions on portions of the Property for the benefit of each Lot comprising the Property and the Owner of each such Lot.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration for which the sufficiency of which is hereby acknowledged, Owners, for themselves, their successors and assigns, hereby declares, establishes, grants, conveys, imposes and provides as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated by this reference.
2. **Certain Definitions.**
  - (a) “Owner” or “Owners” shall mean MFD and MFR, individually and collectively, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Property encumbered hereby and subject to the terms hereof, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
  - (b) “Permittees” shall mean the tenant(s) or occupant(s) of any portion of the Property, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of any portion of the Property, and (ii) any such tenant(s) or occupant(s).
  - (c) “Drainage Facilities” shall mean storm water drainage lines, related drainage facilities/features and detention pond(s) and/or basins to be constructed on each Lot.
  - (d) “Common Area” shall mean the Access and Utility Easement Area.
  - (e) With regard to Sections 3 & 4 below and in reference to the various easement rights provided to the Owners and their Permittees in each section, the words “Materially” or “Material” shall mean, to the extent such rights are exercised by an Owner, such rights shall be exercised in such a manner as to cause as little disturbance in the use of the Owner or Permittee’s Lot as is practicable under the circumstance, provided that in the event such action will result in the Owner or Permittee’s temporary loss of some or all of its easements rights, the Owners or their Permittees will exercise Owner’s rights in manner as to cause as little disturbance for as limited period of time as is practicable under the circumstance.
3. **Grant of Access Easement.** The Owners hereby impose and establish, for the benefit of the Owners, and each such Owner’s Permittees, a non-exclusive access easement (“Access Easement”) for vehicular and pedestrian ingress and egress in, upon, over and across the paved areas of the Access and Utility Easement Area, for the sole purpose of allowing, subject to applicable statutes, ordinances, and governmental rules and regulations (i) vehicular

and pedestrian ingress and egress to and from Shiraz Way— a 60' public right of way- S.R. 2932 and Market Street, a variable with Public R/W, as shown on the Plat; and (ii) the maintenance, repair, and replacement of the access drive, paving, curb and gutter, and other related improvements constructed in the Access and Utility Easement Area. The Access Easement granted herein (i) shall be perpetual and non-exclusive, it being understood that the Owners hereby reserve and retain the right to grant and convey similar rights and easements to such other persons, firms and entities as the Owners may deem reasonable without the consent of each Owner or their Permittees, provided that the use of the Access and Utility Easement Area by such other persons, firms and entities does not materially obstruct or prevent the use of the same by each such Owner or their Permittees, for the uses and purposes herein described; (ii) shall be for the benefit of the Property or any part thereof; and (iii) shall not restrict the rights of each such Owner or their Permittees to use the Access and Utility Easement Area in any manner not inconsistent with the covenants and conditions contained herein, as long as such use does not materially interfere with the rights granted to each such Owner or their Permittees.

4. **Grant of Utility Easement.** The Owners hereby impose and establish, for the benefit of the Property and the Owners and their Permittees, a non-exclusive easement in, upon, over and across those utility easements ("Utility Easement") located or to be located within the Access and Utility Easement Area, for the installation, maintenance, repair and replacement of water mains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities ("Utilities") necessary for the orderly development and operation of the Property and each building from time to time located on the Property. The Utility Easement granted (i) shall be perpetual and non-exclusive, it being understood that the Owners hereby reserve and retain the right to grant and convey similar rights and easements to such other persons, firms and entities as the Owners may deem reasonable without the consent of each Owner or their Permittees, provided that the use of the Access and Utility Easement Area by such other persons, firms and entities does not materially obstruct or prevent the use of the same by each such Owner or their Permittees, for the uses and purposes herein described; (ii) shall be for the benefit of the Property or any part thereof; and (iii) shall not restrict the rights of each such Owner or their Permittees to use the Access and Utility Easement Area in any manner not inconsistent with the covenants and conditions contained herein, as long as such use does not materially interfere with the rights granted to each such Owner or their Permittees.

5. **Construction, Maintenance, Costs and Expenses.**

(a) **Construction.** Each Owner shall construct those portions of (i) the roads, the Utilities, the sanitary sewer and water line improvements and facilities which shall be located within the Access and Utility Easement Area and (ii) the Drainage Facilities, located within their respective Lots and shall cause those improvements identified in (i) and (ii) above to be approved by, and shall obtain all licenses, permits and certifications now or hereafter required by, the appropriate governmental authorities in order to allow the Owners and their Permittees to use the Common Area for its intended purposes.

(b) **Maintenance.** Each Owner, or any successor-in-title to such Owner, shall be obligated to maintain, repair and replace those portions of the Common Area and Drainage Facilities located within their respective Lots. Following the construction of improvements thereon, maintenance of the Common Area shall include, without limitation, maintaining and

repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) and improvements located from time to time on its respective Lot in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Lot, the Owner of such Lot shall, at its sole cost and expense, with due diligence either (i) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (ii) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this subparagraph shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written Declaration between an Owner and its Permittee. Each Lot shall comply with applicable governmental parking ratio requirements, such that each Lot shall be self-sufficient for vehicular parking.

(c) Performance Of Obligations/Self Help. In the event any Owner fails, after thirty (30) days written Notice from the another Owner hereto, to perform any maintenance or repair as required hereunder, the other Owner hereto shall have the right (but not the obligation) to so perform or cause such performance, and the actual cost thereof, shall be paid by the party hereto which has failed to so perform its obligation of maintenance and repair hereunder to or at the direction of the other Owner. The obligations herein shall be subordinate to the interest of any third party mortgage or deed of trust on any Lot, irrespective of when their interest attached.

6. Stormwater Permit Covenants. To ensure ongoing compliance with Permit No. SW8 210103, as issued by the State of North Carolina Division of Water Quality (“Division”) under 15A NCAC 2H.1000 (“Stormwater Permit”), the following built upon area (“BUA”) is allocated to, Tract A and Tract B: **The maximum allowable BUA allocated to Tract A is 365,505 square feet. The remaining BUA in the Stormwater Permit is allocated to Tract B.**

The allocation set forth in this Section 6 pertaining to BUA and any stormwater management covenants required under the Stormwater Permit shall run with the land to each Lot and are binding on all persons claiming under them and may not be altered, rescinded, or modified without the express written consent of the Division. The State of North Carolina is made a beneficiary of the covenants above stated to the extent necessary to maintain compliance with the Stormwater Permit, and such covenants and allocation of BUA run with the Lots and shall be binding on all Owners and parties claiming under them.

7. Expansion. The Owners may from, time to time, subject additional property to the provisions of this Declaration by recording a supplemental declaration describing the additional property to be subjected. Such grant shall be limited to the grant of rights of ingress, egress and regress upon, across and through and for the installation, maintenance, repair and replacement of water mains, sewers, water sprinkler system lines, telephone or electrical

conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of such additional property in, upon, over and across the Access and Utility Easement Area for the benefit of such additional property. Otherwise, any and all benefits and burdens of this Declaration shall not apply to such additional property. A supplemental declaration recorded pursuant to this Section 7 and the grant of easements over the Common Area benefiting any such additional property shall not require the consent of any person or entity except the Owner of such additional property. Nothing in this Declaration shall be construed to require any Owner or any successor to subject additional property to this Declaration or to develop any additional property in any manner whatsoever.

8. Amendments. This Declaration may be modified, amended or restated, in whole or in part, from time to time by a written document executed by all of the Owners. Notwithstanding the foregoing, each Owner has the exclusive right to subject additional property to the Access Easement and Utility Easement provisions of this Declaration, in accordance with Section 7, without the approval of the Owners; and (b) subject their respective Lots to additional covenants, conditions and restrictions provided that such additional covenants, conditions and restrictions without the approval of the other Owner

9. No Rights in Public. Neither this instrument nor the recordation hereof are intended to, and neither shall be construed to, create any rights, easements or privileges in the public generally by dedication or otherwise in and to the easements granted herein or any portions thereof.

10. Easements Run With the Land. All of the easements, restrictions, provisions, Declarations, rights, powers, covenants, conditions and obligations contained in this Declaration shall be binding upon the Owners, their successors and assigns, and all other persons acquiring any interest in the Property, or any portion thereof, whether by operation of law or in any manner whatsoever and shall inure to the benefit of the Owners' respective properties and their respective successors and assigns. All of the provisions of this Declaration shall constitute covenants running with the land.

11. Severability. Any provision of this Declaration which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

12. Successors and Assigns. The provisions of this Declaration shall be deemed to be easements, covenants, and restrictions appurtenant to and running with the land and shall bind and inure to the benefit of the Owners, their successors and assigns.

15. Insurance. Each Owner will at all times maintain or cause to be maintained with respect to its portion of the Property: (i) casualty insurance against loss or damage by fire, lightning and other risks customarily covered by an all-risks policy of property and casualty for the full replacement cost of the improvements located thereon and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Owner's portion of the Property, combined single limit coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) with respect to any one person, in the amount of ONE MILLION DOLLARS (\$1,000,000.00)

with respect to any one accident or disaster, and in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to property damage.

16. Assignability/Future Development. It is the intent of the MFD to develop their Lot, as a planned residential community consisting of single-family residences, including but not limited to townhomes, and cause Tract B and future phases of the residential community to be subjected to this Declaration. Subject to MFD's obligations in Section 5(a), MFD shall have the right to assign its rights and obligations under this Declaration in whole or in part, without the consent of Owners, to any Owner of a lot or the residential homeowners association for the planned residential community, or its successors and assigns. Each Owner shall have the exclusive right to subject their respective Lots to additional covenants, conditions and restrictions without the approval of the Owners provided that such additional covenants, conditions and restrictions shall not materially restrict the rights of the Owners or their Permittees to use the Access and Utility Easement Area in any manner not inconsistent with the covenants and conditions contained herein.

17. Notices. Except as otherwise required by law, any notice required or permitted hereunder shall be in writing and shall be given by personal delivery, e-mail, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a Party may designate in writing pursuant hereto, or by any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

Tract A Owner: Murray Farm Rentals, LLC  
Attn: D. I. Logan, Manager  
60 Gregory Road, Ste. 1  
Belville, NC 28451

Tract B Owner: Murray Farm Developers, LLC  
Attn: D. I. Logan, Manager  
60 Gregory Road, Ste. 1  
Belville, NC 28451


Notice shall be deemed to have been given and received on the date on which such notice is delivered if notice is given by personal delivery, e-mail, telecopy, or overnight carrier.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the MFD and MFR has have caused this Declaration to be executed as of the date first above written.

**MFD:**

**MURRAY FARM DEVELOPERS, LLC,**  
a North Carolina limited liability company

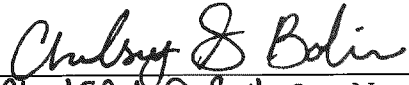
By:   
Name: D I. Logan  
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

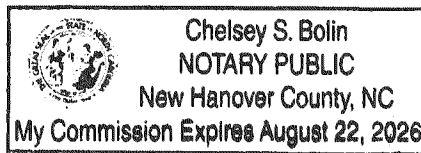
I certify that the following person personally appeared before me this day, and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: D I. Logan.

Date: OCTOBER 28, 2021

  
Chelsey S Bolin, Notary Public

(Official Seal)

My commission expires: AUGUST 22, 2026



**MFR:**

**MURRAY FARM RENTALS, LLC,**  
a North Carolina limited liability company

By 

Name: D I. Logan


Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF BLUNDEWICK

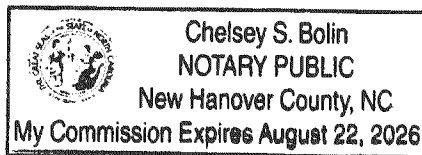
I certify that the following person personally appeared before me this day, and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: D I. Logan.

Date: October 28, 2021

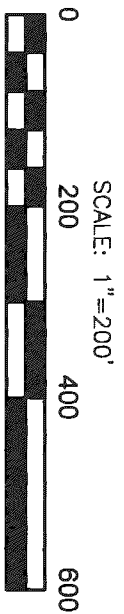
  
Chelsey S Bolin, Notary Public

(Official Seal)

My commission expires: August 22, 2026



**EXHIBIT "A"**  
**SITE PLAN**



SCALE: 1" = 200'

IPF (CC)  
N: 203433.75  
E: 2386558.05

MARKET STREET  
PUBLIC R/W VARIES  
D.B. 5154, PG. 284

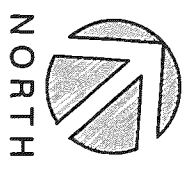
\*\*This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

**TRACT A**  
**18.51 ACRES±**

ROSEMARY LANE  
60' PUBLIC R/W

30' DRAINAGE & UTILITY ESMT  
M.B. 32 PG. 127

YEARLING LANE  
60' PUBLIC R/W



NORTH

LINE	BEARING	DISTANCE
L1	N 29°46'20" E	45.90'
L2	S 48°51'17" E	158.62'
L3	S 68°31'29" E	81.18'
L4	S 48°31'57" E	141.29'
L5	S 71°05'07" E	81.86'
L6	S 17°34'12" W	45.01'
L7	N 71°03'07" W	82.74'
L8	N 48°31'57" W	141.29'
L9	N 68°31'29" W	81.18'
L10	N 48°51'17" W	149.57'
L11	N 29°46'20" E	14.89'

CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	235.50'	80.85'	19°40'12"	80.45'	S 58°41'23" E
C2	352.50'	123.00'	19°59'32"	122.37'	S 58°31'43" E
C3	277.50'	72.65'	15°00'00"	72.44'	S 56°01'57" E
C4	522.50'	136.79'	15°00'00"	136.40'	S 56°01'57" E
C5	377.50'	148.37'	22°31'10"	147.42'	S 59°47'32" W
C6	422.50'	166.06'	22°31'10"	164.99'	N 59°47'32" W
C7	477.50'	125.01'	15°00'00"	124.65'	N 56°01'57" W
C8	322.50'	84.43'	15°00'00"	84.19'	N 56°01'57" W
C9	307.50'	107.30'	19°59'32"	106.75'	N 58°31'43" W
C10	280.50'	96.30'	19°40'12"	95.82'	N 58°41'23" W

AREA  
67,455 SQ. FT. ±  
OR 1.55 AC. ±

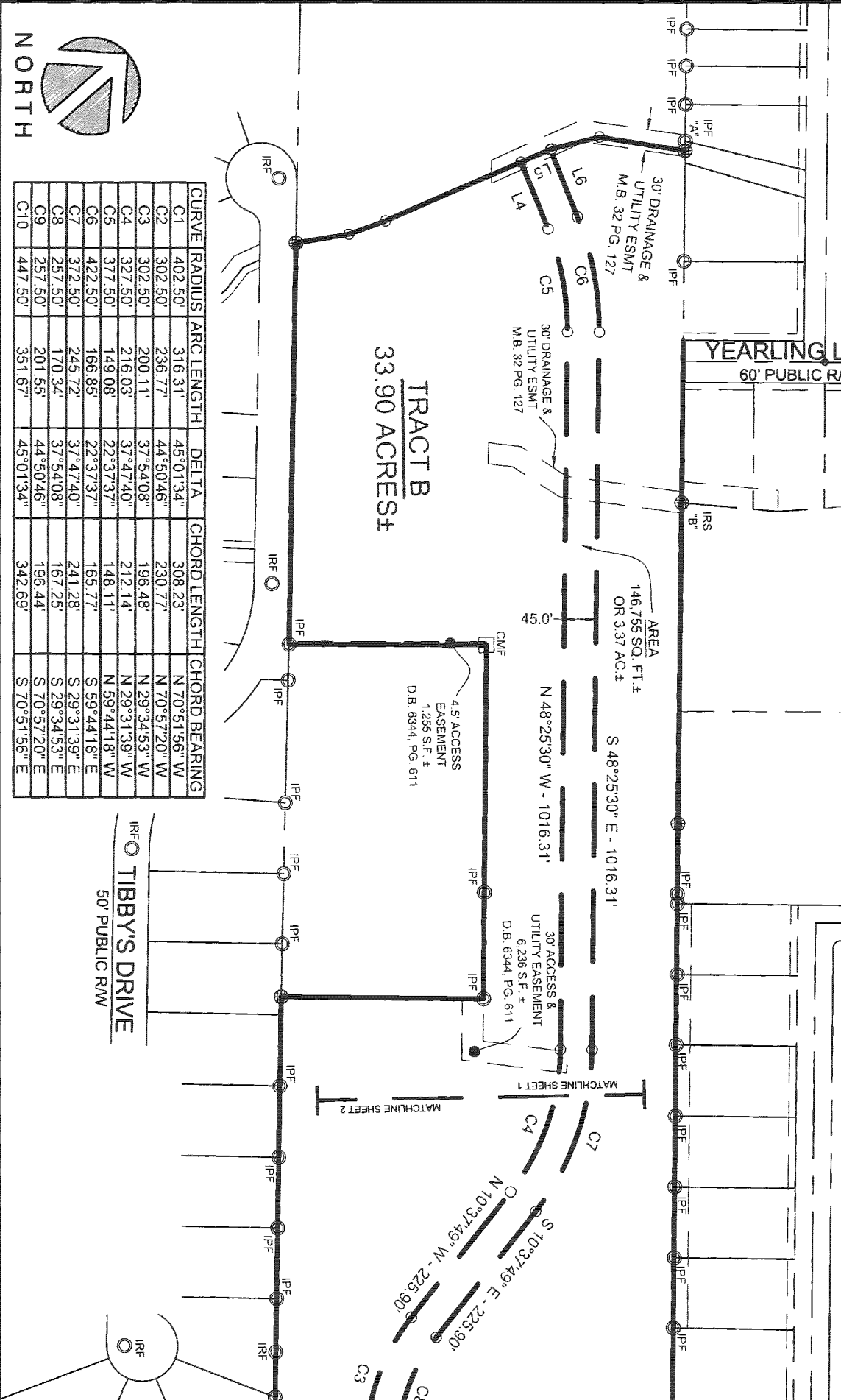
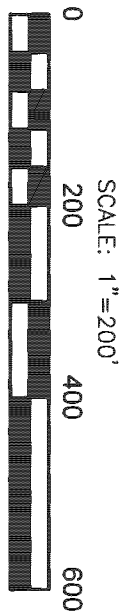
**PARAMOUNT ENGINEERING**

122 Curcra Drive, Wilmington, N.C. 28403 (910)-791-6707  
NC License #: C-2846

Date: 09/23/21  
Scale: 1" = 200'  
Drawn: KPN  
CHK: JMT  
Proj. No: 19305.PE

**THE OAKS AT MURRAY FARM**  
**ACCESS AND UTILITY EASEMENT AREA (TRACT A)**

\*\*This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



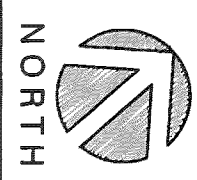
CURVE	RADIUS	ARC LENGTH	DELTA	CHORD LENGTH	CHORD BEARING
C1	402.50'	316.31'	45°01'34"	308.23'	N 70°51'56" W
C2	302.50'	236.77'	44°50'46"	230.77'	N 70°57'20" W
C3	302.50'	200.11'	37°54'08"	196.48'	N 29°34'53" W
C4	327.50'	216.03'	37°47'40"	212.14'	N 29°31'39" W
C5	377.50'	149.08'	22°37'37"	148.11'	N 59°44'18" W
C6	422.50'	166.85'	22°37'37"	165.77'	S 59°44'18" E
C7	372.50'	245.72'	37°47'40"	241.28'	S 29°31'39" E
C8	257.50'	170.34'	37°54'08"	167.25'	S 29°34'53" E
C9	257.50'	201.55'	44°50'46"	196.44'	S 70°57'20" E
C10	447.50'	351.67'	45°01'34"	342.69'	S 70°51'56" E

**PARAMOUNT ENGINEERING**

122 Cinema Drive, Wilmington, N.C. 28403 (910)-791-6707  
N.C. License # C-2846

Date: 09/23/21  
Scale: 1"=200'  
Drawn: KPN  
CHK: JMT  
Proj. No: 19306.PE

**THE OAKS AT MURRAY FARM  
ACCESS AND UTILITY EASEMENT AREA (TRACT B)**



TIBBY'S DRIVE  
50' PUBLIC R/W

**TRACT B**  
33.90 ACRES ±

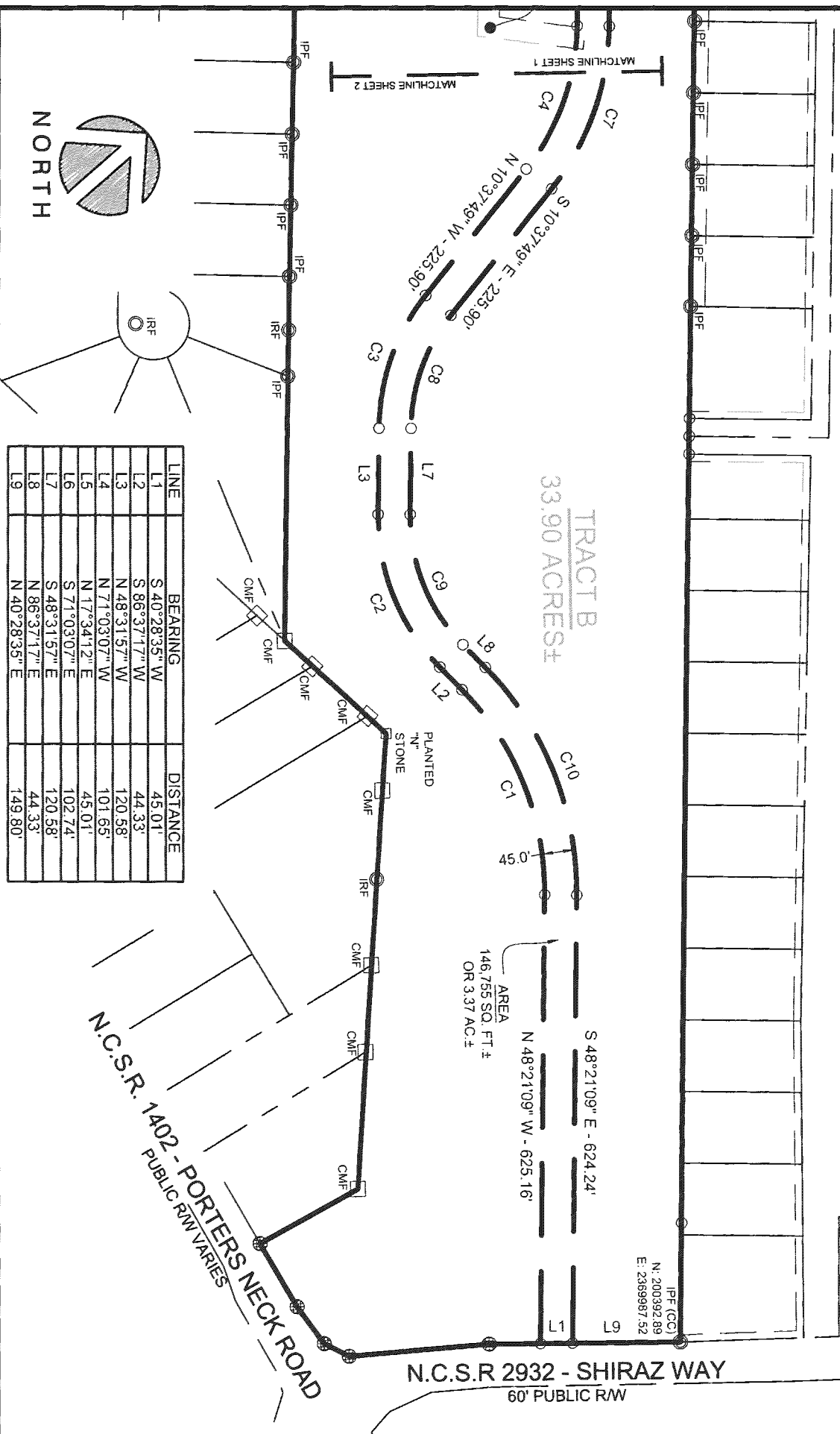
YEARLING LANE  
60' PUBLIC R/W

MATCHLINE SHEET 1  
MATCHLINE SHEET 2

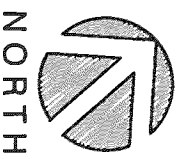
\*\*This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

SCALE: 1"=200'

200 400 600



LINE	BEARING	DISTANCE
L1	S 40°28'35" W	45.01'
L2	S 86°37'17" W	44.33'
L3	N 48°31'57" W	120.58'
L4	N 71°03'07" W	101.65'
L5	N 17°34'12" E	45.01'
L6	S 71°03'07" E	102.74'
L7	S 48°31'57" E	120.58'
L8	N 86°37'17" E	44.33'
L9	N 40°28'35" E	149.80'



**PARAMOUNT ENGINEERING**  
 122 Curcena Drive, Wilmington, N.C. 28403 (910)-791-6707  
 NC License #: C-2846

Date: 09/23/21  
 Scale: 1"=200'  
 Drawn: KPN  
 Chk: JMT  
 Proj. No: 19305.PE

**THE OAKS AT MURRAY FARM**  
 ACCESS AND UTILITY EASEMENT AREA (TRACT B)

IPF (CC)  
 N: 200392.89  
 E: 2389987.52

N.C.S.R. 2932 - SHIRAZ WAY  
 60' PUBLIC RW

N.C.S.R. 1402 - PORTERS NECK ROAD  
 PUBLIC RW VARIES

**EXHIBIT "B"**  
**ACCESS AND UTILITY EASEMENT AREA**  
**LEGAL DESCRIPTION**

**"TRACT A" ACCESS AND UTILITY EASEMENT AREA**

Being a 45-foot-wide Access and Utility Easement over a portion of the lands of Murray Farm Developers, LLC as shown in Map Book 69, Page 379, and being further described as follows:

Beginning at a point on the eastern right-of-way of Market Street, said point being located N 29°46'20" E – 14.89' from an existing iron pipe on the right-of-way, the northernmost corner of the lands of Long as shown in Deed Book 6272, Page 892, and running thence from said point with the right-of-way of Market Street N 29°46'20" E – 45.90' to a point;

Thence leaving the right-of-way and running through the lands of Murray Farm Developers, LLC the following eleven (11) calls:

S 48°51'17" E – 158.62' to a point;

As a curve to the left having a radius of 235.50', a length of 80.85', a chord bearing of S 58°41'23" E, and a chord distance of 80.45' to a point;

S 68°31'29" E – 81.18' to a point;

As a curve to the right having a radius of 352.50', a length of 123.00', a chord bearing of S 58°31'43" E, and a chord distance of 122.37' to a point;

S 48°31'57" E – 141.29' to a point;

As a curve to the left having a radius of 277.50', a length of 72.65', a chord bearing of S 56°01'57" E, and a chord distance of 72.44' to a point;

S 63°31'57" E – 240.81' to a point;

As a curve to the right having a radius of 522.50', a length of 136.79', a chord bearing of S 56°01'57" E, and a chord distance of 136.40' to a point;

S 48°31'57" E – 229.07' to a point;

As a curve to the left having a radius of 377.50', a length of 148.37', a chord bearing of S 59°47'32" E, and a chord distance of 147.42' to a point;

S 71°03'07" E – 81.66' to a point;

Thence with the northern boundary line of Tract B as shown in Map Book 69, Page 379 S 17°34'12" W – 45.01' to a point;

Thence leaving the northern boundary of Tract B the following eleven (11) calls:

N 71°03'07" W – 82.74' to a point;

As a curve to the right having a radius of 422.50', a length of 166.06', a chord bearing of N 59°47'32" W, and a chord distance of 164.99' to a point;

N 48°31'57" W – 229.07' to a point;

As a curve to the left having a radius of 477.50', a length of 125.01', a chord bearing of N 56°01'57" W, and a chord distance of 124.65' to a point;

N 63°31'57"W – 240.81' to a point;

As a curve to the right having a radius of 322.50', a length of 84.43', a chord bearing of N 56°01'57" W, and a chord distance of 84.19' to a point;

N 48°31'57" W – 141.29' to a point;

As a curve to the left having a radius of 307.50', a length of 107.30', a chord bearing of N 58°31'43" W, and a chord distance of 106.75' to a point;

N 68°31'29" W – 81.18' to a point;

As a curve to the right having a radius of 280.50', a length of 96.30', a chord bearing of N 58°41'23" W, and a chord distance of 95.82' to a point;

N 48°51'17" W – 149.57' to a point on the eastern right-of-way of Market Street, the Point and Place of Beginning.

Said easement area containing 67,455, square feet or 1.55 acres, more or less.

#### "TRACT B" ACCESS AND UTILITY EASEMENT AREA

Being a 45-foot wide Access and Utility Easement over a portion of the lands of Murray Farm Developers, LLC as shown in Map Book 69, Page 379, and being further described as follows:

Beginning at a point on the northern right-of-way of Shiraz Way, said point being located S 40°28'35" W – 149.80' from an existing iron pipe, running thence from said point with the right-of-way of Shiraz Way S 40°28'35" W – 45.01' to a point;

Thence leaving the right-of-way of Shiraz Way and running through the lands of Murray Farm Developers, LLC the following eleven (11) calls:

N 48°21'09" W – 625.16' to a point;

As a curve to the left having a radius of 402.50', a length of 316.31', a chord bearing of N 70°51'56" W, and a chord distance 308.23' to a point;

S 86°37'17" W – 44.33' to a point;

As a curve to the right having a radius of 302.50', a length of 236.77', a chord bearing of N 70°57'20" W, and a chord distance of 230.77' to a point;

N 48°31'57" W – 120.58' to a point;

As a curve to the right having a radius of 302.50', a length of 200.11', a chord bearing of N 29°34'53" W, and a chord distance of 196.48' to a point;

N 10°37'49" W – 225.90' to a point;

As a curve to the left having a radius of 327.50', a length of 216.03', a chord bearing of N 29°31'39" W, and a chord distance of 212.14' to a point;

N 48°25'30" W – 1016.31' to a point;

As a curve to the left having a radius of 377.50', a length of 149.08', a chord bearing of N 59°44'18" W, and a chord distance of 148.11' to a point;

N 71°03'07" W – 101.65' to a point;

Thence with the southern line of Tract A as shown in Map Book 69, Page 379, N 17°34'12" W – 45.01' to a point;

Thence leaving the southern line of Tract A the following eleven (11) calls:

S 71°03'07" E – 102.74' to a point;

As a curve to the right having a radius of 422.50', a length of 166.85', a chord bearing of S 59°44'18"E, and a chord distance of 165.77' to a point;

S 48°25'30" E – 1016.31' to a point;

As a curve to the right having a radius of 372.50', a length of 245.72', a chord bearing of S 29°31'39" E, and a chord distance of 241.28' to a point;

S 10°37'49" E – 225.90' to a point;

As a curve to the left having a radius of 257.50', a length of 170.34', a chord bearing of S 29°34'53" E, and a chord distance of 167.25' to a point;

S 48°31'57" E – 120.58' to a point;

As a curve to the left having a radius of 257.50', a length of 201.55', a chord bearing of S 70°57'20" E, and a chord distance of 196.44' to a point;

N 86°37'17" E – 44.33' to a point;

As a curve to the right having a radius of 447.50', a length of 351.67', a chord bearing of S 70°51'56" E, and a chord distance of 342.69' to a point;

S 48°21'09" E – 624.24' to the Point and Place of Beginning.

Said easement area containing 146,755 square feet or 3.37 acres, more or less.