

BK1951 P0110

FORSYTH CO, NC 28 FEE: \$ 10.00
PRESENTED & RECORDED: 06/12/1997 10:52AM
DICKIE C. WOOD REGISTER OF DEEDS BY: NELSON
STATE OF NC REAL ESTATE EXT: \$ 928.00

AP Nelson

Excise Tax \$ 928

Recording Time, Book and Page

Part of Tax Lot No. 112, Block 3930 Parcel Identifier No.
Verified by _____ County on the _____ day of _____, 19____
by _____

Mail after recording to BLANCO TARCAMPY BOX
This instrument was prepared by Thomas T. Crumpler, Esquire

Brief Description for the index

Lot 112A, West Point Business Center, Section 7, Plat
Book 39, Page 169, Forsyth County, North Carolina

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 10th day of June, 1997, by and between

GRANTOR

Highwoods/Forsyth Limited Partnership
a North Carolina limited partnership

380 Knollwood Street, Suite 430
Winston-Salem, NC 27103

GRANTEE

Space Savers Properties, LLC
a North Carolina limited liability company

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity,
e.g., corporation or partnership.

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
that certain lot or parcel of land situated in the City of Winston-Salem, Winston Township, Forsyth County, North
Carolina and more particularly described as follows:

Being known and designated as Lot No. 112A as shown on a plat entitled "West Point Business Center, Section
Seven, as recorded in Plat Book 39 at page 169 in the office of the Register of Deeds of Forsyth County, North
Carolina (the "Plat"), reference to which is hereby made for a more particular description.

TOGETHER WITH a non-exclusive temporary easement for purposes of ingress and egress for pedestrian and
vehicular construction traffic to and from the land conveyed hereby to West Point Boulevard over Lot 112B as
shown on the Plat. The easement granted hereby shall terminate and be of no further force and effect upon
the completion of the construction of that portion of West Point Boulevard shown on the Plat, which has not yet
been constructed. Grantee, by the acceptance hereof, agrees to indemnify and hold Grantor harmless from
any loss or damage (including reasonable attorney fees) that Grantor may suffer by reason of Grantee's use
of the easement granted herein.

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

And the Grantor covenants with the Grantee, that Grantor is seized of 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 except for the exceptions
hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, rights of way and restrictions of record, if any, and 1997 ad valorem taxes which are a lien, but are not yet due and payable.

The Property described above is conveyed subject to, and by the acceptance of this deed, the Grantee does hereby covenant and agree to and with the Grantor that the property conveyed hereby is conveyed subject to the following restriction: for a period of the earlier of (i) five (5) years, or (ii) as long as Grantor owns fee simple title to any property located within West Point Business Park as described in Plat Book 31, Page 116, Book 31, Page 186, Book 32, Page 63, Book 32, Page 175, Book 33, Page 36, Book 35, Page 29, Book 36, Page 107, Book 36, Page 108, Book 37, Page 18, Book 37, Page 112, and Book 37, Page 125, Forsyth County Registry (said property being commonly known as "West Point Business Park"), that Grantee shall not: (a) solicit any tenant of Grantor in West Point Business Park for purposes of leasing to any such tenant space in any building constructed on the property conveyed hereby, provided, however, that this restriction shall apply only to the extent that, at the time of such solicitation by Grantee of Grantor's tenant, Grantor shall have available for lease, space comparable to that offered by Grantee; and (b) Grantee will not lease space in any building constructed on the property conveyed hereby at a rental rate below the then "current market rental rate" for similar lease space in Forsyth County, North Carolina. In the event Grantor contests the rental rate charged by Grantee for lease space on the property conveyed hereby, and Grantor and Grantee are unable to agree on the "current market rental rate," Grantor and Grantee agree that a determination by the Forsyth County Board of Realtors as to the then current market rental rate for properties comparable to the Grantee's shall be conclusive evidence as to the "current market rental rate." These restrictions shall be appurtenant to and run with any land owned by the Grantor in West Point Business Park, but shall be personal only to the Grantor and shall not benefit the successor in title to any land owned by the Grantor described above.

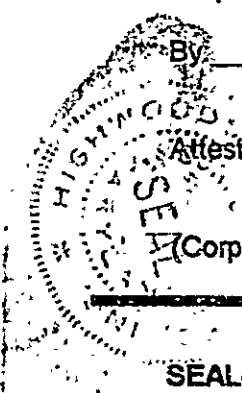
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

HIGHWOODS/FORSYTH LIMITED PARTNERSHIP [SEAL] a North Carolina limited partnership

By: Highwoods Properties, Inc., a Maryland Corporation, its General Partner

By: *William* Executive Vice President

Attest: *Kimberly Saunders* Assistant Secretary



SEAL-STAMP NORTH CAROLINA, Forsyth County.



I, a Notary Public of the County and State aforesaid, certify that *Kimberly Saunders* personally came before me this day and acknowledged that she is Assistant Secretary of Highwoods Properties, Inc., a Maryland corporation, the sole general partner of Highwoods/Forsyth Limited Partnership, a North Carolina limited partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Executive Vice President, sealed with its corporate seal and attested by her as its Assistant Secretary, for and on behalf of said limited partnership. Witness my hand and official stamp or seal, this 10th day of June, 1997.

My commission expires: 12/3/2000 *Patti C Huffman* NOTARY PUBLIC

The foregoing Certificate(s) of *Patti C Huffman, NP* is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

DICKIE C. WOOD, REGISTER OF DEEDS FOR FORSYTH COUNTY

By *D Wood* Deputy/Assistant-Register of Deeds.