

NORTH CAROLINA

FORSYTH COUNTY

NO TAXABLE
SUCCESSION 32

Mail - Box

THIS DEED OF EASEMENT AND RESTRICTION made and entered into this 29th day of April 1971, by and between PARKVIEW MALL, a Partnership (consisting of RCS, INC., a North Carolina Corporation, and K & H INVESTMENT COMPANY, a Partnership), said Partnership having its principal office at 300 West Franklin Street, Richmond, Virginia, PARTY OF THE FIRST PART; and RCS, INC., a North Carolina Corporation, of Winston-Salem, North Carolina, PARTY OF THE SECOND PART;

W I T N E S S E T H:

THAT WHEREAS, the party of the first part owns a certain tract of land, consisting of some 21.22 Acres, more or less, located in the Southeastern section of Winston-Salem, North Carolina, and is hereinafter more particularly described in EXHIBIT "A", which is attached hereto and hereby incorporated as a part of this instrument;

AND WHEREAS, the party of the second part owns a tract of land located in the Southeastern section of Winston-Salem, North Carolina, the same being located in the Northeastern corner of the intersection of Reynolds Park Road and Waughtown Street, and being bordered 200 feet on the East and 200 feet on the North by PARKVIEW MALL property, which is described in EXHIBIT "A". That said property of the party of the second part is hereinafter more fully described in EXHIBIT "B" which is hereto attached, and hereby incorporated as a part of this instrument;

AND WHEREAS, the party of the first part intends to develop a shopping center on the 21.22 Acres described in EXHIBIT "A";

AND WHEREAS, the party of the second part and/or its assigns or Lessees, desire to construct and operate a gasoline service station on the property described in EXHIBIT "B" and said party of the second part desires access across the common boundary line of the properties described in EXHIBIT "A" and EXHIBIT "B" onto the PARKVIEW MALL Property which is more fully described in EXHIBIT "A";

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AND WHEREAS, the construction of a gasoline service station on the premises described in EXHIBIT "B" by the party of the second part and/or its assigns or lessees, which could serve the shopping center area, and the restriction of the PARKVIEW MALL PROPERTY (as described in EXHIBIT "A") for a period of ten (10) years against use by any gasoline service station, would be mutually beneficial to the parties hereto;

NOW, THEREFORE, the said party of the first part, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid, the receipt of which is herewith acknowledged, does hereby give, grant, convey, assign and set over unto the party of the second part a right of access from the property described in EXHIBIT "B" across the common boundary line onto the property described in EXHIBIT "A" at the points hereinafter set out, and does further covenant and warrant that no curbing, fences or other barriers shall be installed that will prevent the free flow of traffic through two (2) thirty-five foot (35') wide driveways, to and from the premises described in EXHIBIT "B" with the said two 35-foot driveways across the common boundary line being more particularly described as follows:

One 35-foot wide driveway or access area along the common boundary line of the party of the first part and the party of the second part, beginning at the Southeastern corner of the property described in EXHIBIT "B" and at a Southwestern corner of the property described in EXHIBIT "A", the same being located in the North right-of-way line of Waughtown Street, and running thence with the common boundary line N. 05° 57' West a distance of 35 feet;
and

One 35-foot driveway or access area along the common boundary line of the party of the first part, and the party of the second part, beginning at the Northwestern corner of the property described in EXHIBIT "B" and at a Southwestern corner of the property described in EXHIBIT "A", the same being located in the Eastern right-of-way line of Reynolds Park Road, and running thence with the common boundary line N. 84° 02' East a distance of 35 feet.

That the party of the first part further covenants and agrees that for the considerations hereinabove set out, and for the mutual benefits accruing to the parties hereto, that the PARKVIEW MALL Property (being more particularly described in EXHIBIT "A"), nor any part thereof, shall at any time, within a period of ten (10) years from the date hereof, be used for the storage, sale, distribution or advertising of gasoline. That said covenant and agreement of restriction is imposed for the benefit of the premises owned by the party of the second part, and fully described in EXHIBIT "B" and is to run with the land described in EXHIBIT "A" and any part thereof, and that a similar restrictive covenant shall be inserted in any deed or lease or other instrument conveying or demising any properties described in EXHIBIT "A".

TO HAVE AND TO HOLD said right of access and easement to it, the said party of the second part, and its successors in title to that property described in EXHIBIT "B", it being agreed that the right of access and easement, and the covenant and agreement of restriction is appurtenant to, for the benefit of, and runs with the land now owned by the party of the second part, which is fully described in EXHIBIT "B".

IN TESTIMONY WHEREOF, the undersigned PARTY OF THE FIRST PART, PARKVIEW MALL, a Partnership, has caused these presents to be executed on its behalf by its partners, RCS, INC. (with its President duly affixing his signature and the Secretary attesting the same, and causing its common seal to be affixed), and by its partner, K & H INVESTMENT COMPANY, a Partnership (duly signed and sealed by its partners, George W. Kane, Jr., and Joseph J. Harding); and the undersigned PARTY OF THE SECOND PART, RCS, INC., a North Carolina corporation, has caused these presents to be signed by its President, attested by its Secretary, and causing its common seal to be affixed

hereto, all as of the day and year first above written.

PARKVIEW MALL, a Partnership, PARTY OF THE FIRST PART:

RCS, INC., (Partner)

By: M-K Hamilton President

ATTEST:

EC Kelley
Secretary

K & H INVESTMENT COMPANY, a Partnership, (Partner)

By: George W. Karle, Jr. (SEAL)
George W. Karle, Jr., Partner

By: Joseph J. Harding (SEAL)
Joseph J. Harding, Partner

RCS, INC., PARTY OF THE SECOND PART:

By: M-K Hamilton President

ATTEST:

EC Kelley
Secretary

THIS INSTRUMENT DRAFTED BY:

David P. Matz
(SIGNATURE OF DRAFTSMAN)

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

I, S. O. KELLEY Notary Public, Forsyth County
do hereby certify that E. C. KELLEY personally came
before me this day and acknowledged that he is ASSIST Secretary of
RCS, INC., a corporation, and that, by authority duly given and as the
act of the corporation, the foregoing instrument was signed in its name
by its President, sealed with its corporate seal, and attested
by himself as its ASSIST Secretary.

Witness my hand and notarial seal, this 10th day of JANUARY

S. O. Kelley
Notary Public

My commission expires: JANUARY 12, 1975

STATE OF NORTH CAROLINA
~~VIRGINIA~~

COUNTY OF ORANGE

I, Carl W. Bason Notary Public, Orange County
do hereby certify that George W. Kane, Jr., and Joseph J. Harding, Partners
of K. & H. INVESTMENT COMPANY, a Partnership, each personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of

January 1975

Carl W. Bason
Notary Public

My commission expires: 5-12-75

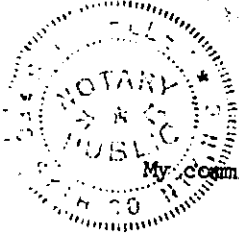
STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

I, S. O. KELLEY Notary Public, Forsyth County
do hereby certify that E. C. KELLEY personally came
before me this day and acknowledged that he is ASSIST Secretary of
RCS, INC., a corporation, and that, by authority duly given and as the
act of the corporation, the foregoing instrument was signed in its name
by its President, sealed with its corporate seal, and
attested by himself as its ASSIST Secretary.

Witness my hand and notarial seal, this 10th day of

JANUARY 1972.



S. O. Kelley
Notary Public

My commission expires:

JANUARY 12, 1975

STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate 5 of S. O. Kelley, N.C. Forsyth Co.
(here give name and official title of the officer signing the certificate passed upon)

N.C. + Earl G. Benson, N.C. Orange Co., N.C.
is (are) certified to be correct. This the 17 day of January 1972.

Probate fee 50¢ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

Eunice Ayers, Register of Deeds

By Janet Bottoms Deputy-Assistant

JAN 17 1 33 PM '72

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY., N.C.

C.7.

\$ 9.00

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BEGINNING at a point in the North line of Waughtown Street (N. C. Highway No. 150), said point being marked by an iron stake, the Southwest corner of a tract in Tax Block 1712 owned by Bennett-Glenn, Inc.; thence with the Northern right-of-way line of Waughtown Street (N. C. Highway No. 150), South 84° 02' West 333.41 feet to a point marked by an iron stake; thence North 05° 57' West 200 feet to a point marked by an iron near the center of the old right-of-way of Reynolds Park Road (now closed); thence South 84° 02' West 200 feet to a point marked by an iron stake in the East line of Reynolds Park Road (new); thence with the East line of Reynolds Park Road, North 05° 57' West 130.16 feet to an iron, the p.c. of a curve having a radius of 316.75 feet; thence with said curve a chord direction and distance of North 28° 18' 30" West 240.98 feet to an iron stake (the p.t. of said curve); thence North 50° 40' West 65.50 feet to an iron stake in the Northeast line of Reynolds Park Road, the southernmost corner of Lot No. 18 as shown on the plat of Parkview Acres recorded in Plat Book 16, at page 233, in the Office of the Register of Deeds of Forsyth County, North Carolina; thence with the Southeast line of Lot No. 18, North 39° 31' 40" East 266.99 feet to an iron stake; thence with the East line of Lot No. 18 and Lot No. 14 and a part of the East line of Lot No. 13 of Parkview Acres, North 03° 17' 50" East 267.11 feet to an iron stake in the East line of Lot No. 13; thence along a new line, South 88° 20' 06" East 553.60 feet to an iron stake in the West line of Laura Avenue (as Laura Avenue is shown on the map of the J. M. McCuiston subdivision recorded in Plat Book 10, page 114, in the Office of the Register of Deeds of Forsyth County, North Carolina); thence with the West line of Laura Avenue, South 00° 58' 26" West 160.88 feet to a point marked by a fence post in the southern terminus of the western right-of-way line of Laura Avenue; thence crossing the southern terminus of Laura Avenue (the Southeast corner of the J. M. McCuiston subdivision) and falling in with the South line of the Max E. Cook property (Lot 48 of the J. M. McCuiston subdivision), South 85° 34' 16" East 85.60 feet to a fence post in Max E. Cooks South line (Lot 48 of the J. M. McCuiston subdivision), the Northwest corner of a 6.7-acre tract formerly owned by Carrie Stewart Chappell, said tract being in Tax Block 2609, Broadway Township, Forsyth County, North Carolina, as set out in the tax maps of said county; thence with Chappell's North line, the South line of the Max E. Cook property (Lot 48 of the J. M. McCuiston subdivision) and with the South line of Lots No. 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19 and part of Lot No. 18 of the McCuiston property (Tax Block 2609) the following courses and distances: South 87° 16' 30" East 186.05 feet to an iron (the Southeast corner of Lot No. 29), South 87° 30' East 179.56 feet to an iron (the Southeast corner of Lot No. 23), South 86° 56' East 119.42 feet to an iron stake (the Southeast corner of Lot No. 19), South 84° 53' East 18.65 feet to an old iron in the South line of Lot No. 18, the Northwest corner of Lot No. 124-A, Block 2609, on the Forsyth County Tax Maps; thence with the West line of Lot No. 124-A and Lot No. 123-A, South 02° 32' West 439.34 feet to an iron stake in the North line of Lot No. 107, Block 2609; thence with the North line of Lot No. 107; North 86° 27' West 65.56 feet to an iron stake, the Northwest corner of Lot No. 107; thence with the West line of Lot No. 107, South 05° 05' 30" West 162.00 feet to an iron stake at the Northeast corner of Lot No. 1-W, Block 1712; thence North 86° 51' West 179.95 feet to an iron stake in the Northwest corner of Lot No. 3-W, Block 1712 (the Northeast corner of Lot No. 4-W, Block 1712); thence with the West line of Lot No. 3-W, South 03° 56' West 174.18 feet to an iron stake in the North line of N. C. Highway No. 150 (Waughtown Street); thence with the North line of N. C. Highway No. 150 (Waughtown Street) South 84° 04' West 51.9 feet to an iron stake, the Southwest corner of Lot No. 4-W, continuing in the same direction 40.8 feet to an iron stake in the Southeast corner of Lot No. 4, and continuing thence with the South line of Lot No. 4, 50.0 feet to an iron stake at the Southeast corner of a tract owned by Bennett-Glenn, Inc.; thence with the West line of Lot No. 4, the East line of Bennett-Glenn, Inc., North 06° 15' East 197.11 feet to an iron stake, the Northwest corner of Lot No. 4 (the Northeast corner of a lot or parcel owned by Bennett-Glenn, Inc.); thence North 86° 44' West 122.48 feet to an iron stake, continuing thence 50.86 feet (a total of 173.34 feet) to an iron stake in the East line of a tract formerly owned by the Estate of Walter W. Hines, the new Northwest corner of the Bennett-Glenn, Inc. tract; thence with the East line of the Hines tract, the West line of Bennett-Glenn, Inc., South 02° 54' West 220.85 feet to the point and place of BEGINNING, containing 21.228 acres, more or less, and being the Northwestern portion of Lot No. 1, all of Lots No. 2, 4, 4-W and a parcel designated on the tax map as "Road" (said parcel lying between Lots No. 4 and 4-W) all in block 1712 of the Forsyth County Tax Maps; and Lot No. 106 (Lots 106-A and 106-B), of Block 2609, all of which property was formerly owned by the Estate of Carrie S. Chappell except Lot No. 4-W which was formerly owned by Lewis D. Chappell, and the portion of Lot 1 which was formerly owned by Bennett-Glenn, Inc.; and the following property which was acquired from the Estate of Walter W. Hines: Parts of Lots 75, 98 and 100, and all of Lots 76, 77, 78, 79, 80, 99 (99-A and 99-B), 101, 102, 103, 104, 105 and all of that portion of Reynolds Park Road and all of Ebert Street (whether or not closed) as are shown on the map of Tax Block 2609 of the Forsyth County Tax Maps, and Lot No. 4-B, Block 2604; and Lot No. 11, Block 2604, which was acquired from Dorothy L. Hines.

EXHIBIT "A"

BEGINNING at an iron pipe in the eastern right-of-way line of Reynolds Park Road, said iron pipe also being at the northwest end of a sight right-of-way line connecting the northern right-of-way line of Waughtown Street with the eastern right-of-way line of Reynolds Park, N. $05^{\circ} 57'$ W. 150.00 feet to an iron pipe; thence N. $84^{\circ} 02'$ East 200 feet to an iron pipe; thence S. $05^{\circ} 57'$ East 200.00 feet to an iron pipe in the northern right-of-way line of Waughtown Street; thence along the northern right-of-way line of Waughtown Street S. $84^{\circ} 02'$ West 150.00 feet to an iron pipe; thence along the sight right-of-way line connecting the northern right-of-way line of Waughtown Street with the eastern right-of-way line of Reynolds Park Road, N. $50^{\circ} 57'$ West 70.71 feet to the point of BEGINNING.

EXHIBIT "B"