

INSTRUMENT # 2007247961



Prepared by and return to:

Gottlieb & Smith, P.A.
Attn: Durham T. Boney, Esquire
1901 Main Street, Suite 900
Columbia, SC 29201

Indexing Instructions: This Grant of Easement And Agreement should be indexed under the names of MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company, MT. HOLLY-HUNTERSVILLE MEDICAL II, LLC, a North Carolina limited liability company, EKO PROPERTIES, LLC, a North Carolina limited liability company, and under MT. ISLAND MEDICAL PLAZA CONDOMINIUM OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation as both a "GRANTOR" and a "GRANTEE" for indexing purposes and under E&A SOUTHEAST LIMITED PARTNERSHIP, a Delaware limited partnership, and MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC, a North Carolina limited liability company, each as a "GRANTEE".

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

GRANT OF EASEMENT AND AGREEMENT

THIS GRANT OF EASEMENT AND AGREEMENT ("**Agreement**") is entered into this _____ day of October, 2007 (the "**Effective Date**") by and among MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company ("**Mountain Island**"), whose address is 1901 Main Street, Suite 900, Columbia, SC 29201, E&A SOUTHEAST LIMITED PARTNERSHIP, a Delaware limited partnership ("**E&A Southeast**"), whose address is 1901 Main Street, Suite 900, Columbia, SC 29201, MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC, a North Carolina limited liability company ("**MHHM I**"), whose address is 801 East Trade Street, Suite 200, Charlotte, NC 28202, MT. HOLLY-HUNTERSVILLE MEDICAL II, LLC, a North Carolina limited liability company ("**MHHM II**"), whose address is 801 East Trade Street, Suite 200, Charlotte, NC 28202, EKO PROPERTIES, LLC, a North Carolina limited liability company ("**EKO**"), whose address is 9920 Couloak Drive, Unit 100, Charlotte, North

Carolina 28216, and MT. ISLAND MEDICAL PLAZA CONDOMINIUM OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (“**Condo Association**”), whose address is 3611 Mt. Holly-Huntersville Road, Suite 204-119, Charlotte, North Carolina 28216 (the words “Mountain Island”, “E&A Southeast”, “MHHM I”, “MHHM II”, “EKO” and “the Condo Association” to include their respective heirs, successors, and assigns to the Mountain Island Tract, E&A Southeast Tract, MHHM I Tract, and MHHM II Tract, respectively, as defined below; as used herein, the term “**Parties**” shall mean Mountain Island, E&A Southeast, MHHM II, EKO and the Condo Association and the term “**Party**” shall mean Mountain Island, E&A Southeast, MHHM II, EKO and/or the Condo Association, as the reference shall make applicable).

RECITALS:

A. Mountain Island is the owner of the real property described on Exhibit A (the “**Mountain Island Tract**”).

B. E&A Southeast is the owner of the real property described on Exhibit B (the “**E&A Southeast Tract**”).

C. MHHM I is the owner of the real property described on Exhibit C (the “**MHHM I Tract**”).

D. MHHM II and EKO are the owners of all of the condominium units and common elements of Mt. Island Medical Plaza Condominium as created under that certain Declaration of Condominium for Mt. Island Medical Plaza Condominium recorded in Book 22411 at Page 407 in the Mecklenburg County Public Registry and as shown on Unit Ownership File 840 in said Registry, which condominium regime has been created on that certain real property described on Exhibit D (the “**MHHM II Tract**”). Collectively, the Mountain Island Tract, E&A Southeast Tract, MHHM I, and MHHM II Tract are referred to herein as the “**Benefited Property**”. The Condo Association is the condominium owners association for Mt. Island Medical Plaza Condominium.

E. Mountain Island and MHHM II have constructed an access drive (“**Access Drive**”) over and upon the land area described on Exhibit E (the “**Access Easement Area**”), the centerline of which is along the common boundary of the Mountain Island Tract and the MHHM II Tract as depicted on Exhibit F (the “**Site Plan**”). The Access Drive is to provide for ingress and egress between the Benefited Property, or portions thereof, and the 60’ wide public road right of way of Couloak Drive as depicted on that certain plat entitled “Subdivision Plat of: Mountain Island Market Place, Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina” prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 45 at Page 393 in the land records of Mecklenburg County, North Carolina (the “**Subdivision Plat**”).

GRANT OF EASEMENT AND AGREEMENT:

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand paid by E&A Southeast to each of Mountain Island, MHHM II, EKO and the Condo Association, the mutual covenants and easements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties grant, covenant and provide as follows:

1. Subject to the terms of this Agreement, Mountain Island, MHHM II, EKO and the Condo Association, respectively, have each granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents do each hereby grant, bargain, sell, alien, convey and confirm unto each other Party, their respective heirs, successors, successors-in-title and assigns, and Permittees (as defined below) non-exclusive, reciprocal, appurtenant, perpetual easements and rights-of-way, including construction and maintenance easements, benefiting the Benefited Property, and any portion thereof, for (i) access, ingress and egress for vehicular and pedestrian traffic over, upon, along, across and through the portion of the Mountain Island Tract and MHHM II Tract, respectively, lying within the Access Easement Area; and (ii) constructing, maintaining, operating, repairing and replacing from time to time a paved driveway and curb cuts, related curbing, sidewalks, lighting facilities, underground utility systems (including, without limitation, sanitary sewer, storm sewer, water, electricity, gas and telecommunications), directional/traffic signage and related improvements within the Access Easement Area (collectively, the “**Driveway Improvements**”). Collectively, the foregoing easements and rights-of-way in (i) and (ii) above are referred to in this Agreement as the “**Access and Utility Easements**”). The Access and Utility Easements and the rights conveyed herein shall run with and be appurtenant to, burdening and benefiting, as applicable, all or any portion of the Access Easement Area and Benefited Property.

2. Subject to the provisions hereof, the Parties, their respective successors, successors-in-title, assigns, agents, tenants, occupants, users, licensees and invitees (“**Permittees**”) shall have full and free use of the easement rights granted under this instrument for the purposes named herein, and shall have all rights and privileges reasonably necessary thereto. All such easements are intended to be appurtenant and the Parties agree that such easements are necessary and essential for the use of the Benefited Property; however, without limitation on the foregoing, all rights and benefits created by this Agreement that may be held to be other than appurtenant easements and rights, if any, shall be construed to be commercial in nature and expressly assignable for the benefit of each Party, its successors, successors-in-title and assigns (and shall be deemed automatically assigned by any grantor of all or any portion of the Benefitted Property to the successor in title of grantor upon delivery of a deed and without the requirement for any further action).

3. The creation of easements pursuant to this Agreement does not create rights in the public at large. Each Party reserves the right to make any use of its property which may not be inconsistent with the easement rights herein conveyed to the other Parties. Mountain Island, MHHM II, EKO and the Condo Association, specifically reserve the right to locate additional underground utility easements within the portion of the Access Easement Area located on each

such Party's parcel; provided, however, use of the Access Easement Area for additional underground utilities shall not disturb use of the Access Easement Area for driveway purposes (temporary disturbances associated with installation, maintenance, repair or replacement of such utilities shall be permitted provided same are coordinated with the other Parties, such work is done after business hours or at such other time as reasonably acceptable to the other Parties to minimize any interference with business operations on each Party's parcel and access over the Access Easement Area is not unreasonably disturbed). The design plans or any additional underground utility systems installed within the Access Easement Area shall be such so as not to unreasonably interfere with the use and operation of the Access Easement Area for drive purposes or to interfere with any other utility systems installed within the Access Easement Area and the plans therefore shall be subject to approval by Mountain Island, its successors and assigns. With respect to any public utility easement installed within the Access Easement Area, Mountain Island, MHHM II, EKO and the Condo Association, agree to join in any instruments as reasonably requested by the other to grant public utility easements for such utilities to the applicable public utility.

4. Each Party shall be responsible for maintaining that portion of the Access Drive located on such Party's own parcel in a good condition, reasonable wear and tear excepted, free of debris and swept clean, consistent with the maintenance standards of other first class shopping centers in the metropolitan area in which such property is located. The Condo Association shall carry out such maintenance duties with respect to the portion of the Access Easement Area on the MHHM II Tract.

5. The Parties agree to cooperate with each other in a reasonable manner in operation of the easements and exercising of rights contemplated under this Agreement.

6. Each Party shall indemnify and hold the other Parties harmless, irrevocably and forever, from and against any and all claims for damages arising out of the negligence or misconduct of such indemnifying Party, or its agents, employees, or contractors, in performing work within the Access Easement Area and/or otherwise exercising its easement rights under this Agreement.

7. Each Party, and any person or entity acquiring fee or leasehold title to any part of the Benefited Property shall be bound by this Agreement only during the period such person or entity has such interest in such tract or portion of the tract and any such person or entity shall be released of any obligations under this Agreement from and after the date of transfer of title to the applicable tract to another person or entity (in which event, such acquiring person or entity shall be deemed by acceptance of title to such tract or portion thereof to be bound to the provisions of this Agreement during the period of such person's or entity's ownership), except each owner shall be subject to and bound by all obligations, liabilities or responsibilities that accrue during said period of ownership or during the period of ownership of any predecessor in interest to such owner. Although persons may be released under this paragraph, the easements and covenants in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land and shall be binding upon the person acquiring such ownership interest.

8. Each Party agrees that, on the request of any other Party, that such requested owner shall, within a reasonable time after such request, certify, to the best of such Party's knowledge, to the then status of performance of the terms, conditions and provisions hereof by such requesting Party, by suitable written instrument duly executed and acknowledged. Such certificate may be relied upon by the requesting owner, its successors-in-title and lenders. The requested Party shall deliver such certificate within twenty (20) days after receipt of such request.

9. Each Party covenants to the other that it has the right and authority to grant the easements and rights of way provided for in this Agreement, that such easements shall be free and clear of all liens (except liens for property taxes, not yet due and payable), claims, encumbrances and rights of third parties of any kind whatsoever (except as to the rights of those parties consenting hereto), that each such granting or covenanting Party has obtained all third party consents and approvals required to effect the easements and rights granted under this Agreement, that the Party benefited by such easement areas shall have quiet possession, use and enjoyment of the easements granted except as set forth herein, that such covenanting Party has done no act to encumber the burdened property except as set forth herein and that such covenanting party shall execute such further assurances thereof as may be required.

10. In the event of litigation to enforce the rights of any Party under this Agreement or to interpret this Agreement or otherwise arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs of such litigation, including reasonable attorneys' fees.

11. Any notice, demand, request, consent, approval or other communication to be given under this Agreement, and any request made upon a Party, shall be treated as having been adequately given or made only when sent in writing by recognized national overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and only if addressed to the record owner of the applicable parcel at the address given or reasonably known to be the address for such owner. A notice so sent or delivered shall be adequately given when so sent or delivered. A Party may change its place for the sending of notices by notifying the appropriate Parties of the remaining property thereof, as applicable, in writing of such change.

12. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

[Signature pages to follow]

SIGNED, SEALED AND DELIVERED effective as of the date first set forth above.

WITNESSES:

MOUNTAIN ISLAND (E&A), LLC, a South Carolina limited liability company [SEAL]

Margaret A. Goodfellow

Print Name: Margaret A. Goodfellow

Jodie W. McLean

Print Name: Jodie W. McLean

~~Edens & Avant Realty, Inc.~~, a South Carolina corporation

By: Jodie W. McLean
Jodie W. McLean, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

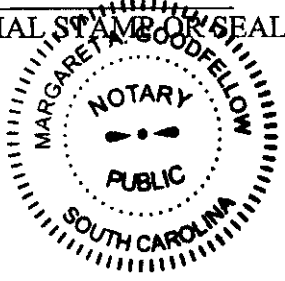
I Margaret A. Goodfellow, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purposes stated therein and that she is the President of Edens & Avant Realty, Inc., a South Carolina corporation, which is the sole member of Mountain Island (E&A), LLC, a South Carolina limited liability company, and that by authority duly given she executed the foregoing instrument on behalf of Edens & Avant Realty, Inc. acting for and on behalf of Mountain Island (E&A), LLC as the act and deed of the foregoing Mountain Island (E&A), LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 10 day of December, 2007

Notary Public: Margaret A. Goodfellow
print Name: Margaret A. Goodfellow

My Commission Expires: 4-24-2010

[OFFICIAL STAMP OR SEAL]



E&A SOUTHEAST LIMITED PARTNERSHIP,
a Delaware limited partnership [SEAL]

WITNESSES:

By: E&A Southeast, LLC, a Delaware limited
Liability company, its sole general partner

Margaret A. Goodfellow
Print Name: Margaret A. Goodfellow

By: Jodie W. McLean (SEAL)
Jodie W. McLean, Manager

Holly W. Aycock
Print Name: Holly W. Aycock

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

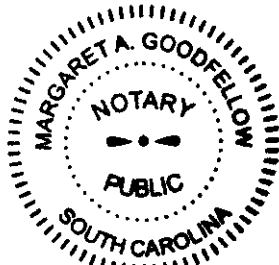
I Margaret A. Goodfellow, a Notary Public for the state and county aforesaid, do hereby certify that Jodie W. McLean personally appeared before me this day and acknowledged that she voluntarily signed the foregoing document for the purposes stated therein and that she is the Manager of E&A Southeast, LLC, a Delaware limited liability company, which is the sole general partner of E&A Southeast Limited Partnership, a Delaware limited partnership, and that by authority duly given she executed the foregoing instrument on behalf of Edens & Avant Investments Limited Partnership acting for and on behalf of E&A Southeast Limited Partnership as the act and deed of the foregoing E&A Southeast Limited Partnership for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 10 day of December, 2007

Notary Public: Margaret A. Goodfellow
Print Name: Margaret A. Goodfellow

My Commission Expires: 4-24-2016

[OFFICIAL STAMP OR SEAL]



WITNESSES:

Mary S Sellers
Print Name: MARY S. SELLERS

Tracy R. Cain
Print Name: TRACY R. CAIN

MT. HOLLY-HUNTERSVILLE MEDICAL I, LLC, a North Carolina limited liability company
[SEAL]

By: [Signature]

Its: Manager

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

ACKNOWLEDGMENT

I Mary Anne Chambers, a Notary Public for the state and county aforesaid, do hereby certify that JOEL A. GILLAND personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the manager of MT. Holly-Huntersville Medical I, LLC, a North Carolina limited liability company, and that by authority duly given s/he executed the foregoing instrument on behalf of and as the act and deed of the foregoing MT. Holly-Huntersville Medical I, LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 31st day of October 2007

Notary Public: Mary Anne Chambers
Print Name: MARY ANNE CHAMBERS

My Commission Expires: March 26, 2011

[OFFICIAL STAMP OR SEAL]



WITNESSES:

Mary S. Sellers
Print Name: MARY S. SELLERS

Tracy R. Cain
Print Name: TRACY R. CAIN

MT. HOLLY-HUNTERSVILLE MEDICAL II, LLC, a North Carolina limited liability company
[SEAL]

By: [Signature]
Its: Manager

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

ACKNOWLEDGMENT

I Mary Anne Chambers, a Notary Public for the state and county aforesaid, do hereby certify that JOEL A. GILLAND personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the manager of MT. Holly-Huntersville Medical I, LLC, a North Carolina limited liability company, and that by authority duly given s/he executed the foregoing instrument on behalf of and as the act and deed of the foregoing MT. Holly-Huntersville Medical I, LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 31st day of October, 2007

Notary Public: Mary Anne Chambers
Print Name: MARY ANNE CHAMBERS

My Commission Expires: March 26, 2011
[OFFICIAL STAMP OR SEAL]



WITNESSES:

[Signature]

Print Name: Jock Gilland

Candice B. Howell
Print Name: CANDICE B. HOWELL

EKO PROPERTIES, LLC, a North Carolina
limited liability company
[SEAL]

By: Eugene K Olsen

Its: Manager

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

ACKNOWLEDGMENT

I MARY S. JAY, a Notary Public for the state and county aforesaid, do hereby certify that Eugene K Olsen personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the MANAGER of EKO Properties, LLC, a North Carolina limited liability company, and that by authority duly given s/he executed the foregoing instrument on behalf of and as the act and deed of the foregoing EKO Properties, LLC for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 7 day of November, 2007

Notary Public: Mary S Jay
Print Name: MARY S JAY

My Commission Expires:
3-29-2008

[OFFICIAL STAMP OR SEAL]



WITNESSES:

MT. ISLAND MEDICAL PLAZA
CONDOMINIUM OWNERS ASSOCIATION,
INC., a North Carolina non-profit corporation
[SEAL]

Mary S. Sellers

Print Name: MARY S. Sellers

Tracy R. Cain

Print Name: TRACY R. CAIN

By: [Signature]

Its: Manager

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

ACKNOWLEDGMENT

I Mary Anne Chambers, a Notary Public for the state and county
aforesaid, do hereby certify that JOEL A. GILLAND personally appeared before me
this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes
stated therein and that s/he is the manager
of Mt. Island Medical Plaza Condominium Owners Association, a North Carolina non-profit
corporation, and that by authority duly given s/he executed the foregoing instrument on behalf of
and as the act and deed of the foregoing Mt. Island Medical Plaza Condominium Owners
Association for the purposes stated in such instrument and she is personally known to me.

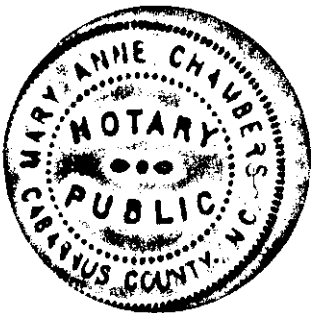
Witness my hand and official seal this 31st day of October, 2007

Notary Public: Mary Anne Chambers

Print Name: MARY ANNE CHAMBERS

My Commission Expires: march 26 2011

[OFFICIAL STAMP OR SEAL])



STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

CONSENT OF LENDER
TO GRANT OF EASEMENT AND AGREEMENT

RE: Deed to Trust, Security Agreement, and Assignment of Leases and Rents from Mt. Holly-Huntersville Medical II, LLC, a North Carolina limited liability company, as Grantor, to Kenneth C. Brown, Patricia M. Vogel, or Ronnie D. Blanton, as Grantee (“Trustee”), dated December 21, 2006, for the benefit of First Charter Bank (“Lender”) and recorded December 22, 2006 in the Office of the Register of Deeds of Mecklenburg County, North Carolina in Book 21547, Page 1 (the “Deed of Trust”).

FOR VALUE RECEIVED, the above referenced Trustee, as trustee under the above-referenced Deed of Trust, and the above referenced Lender as the sole beneficiary under the Deed of Trust, does hereby consent to the foregoing Grant of Easement and Agreement by and among Mountain Island (E&A), LLC, a South Carolina limited liability company, E&A Southeast Limited Partnership, a Delaware limited partnership, Mt. Holly-Huntersville Medical I, LLC, and Mt. Holly-Huntersville Medical II, LLC, a North Carolina limited liability company (the “Grant of Easement”) and does hereby unconditionally subordinate said Deed of Trust and rights arising under said Deed of Trust to the easements and rights granted in the Grant of Easement.

Signed, sealed, and delivered as of the 5th day of December, 2007.

[TRUSTEE]

Ronnie D. Blanton

Name: _____
as Trustee under the above referenced Deed of Trust

WITNESSES:

Rosa Allmon

Print Name: Rosa Allmon

Tami Burleson

Print Name: Tami Burleson

STATE OF North Carolina)

COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I Jeffery D. McCallum, a Notary Public for the state and county aforesaid, do hereby certify that Ronnie D. Blanton personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the Trustee under the above referenced Deed of Trust, and that by authority duly given s/he executed the foregoing instrument in said capacity for the purposes stated in such instrument and s/he is personally known to me.

Witness my hand and official seal this 5th day of December, 2007

Notary Public: Jeffery D. McCallum
Print Name: Jeffery D. McCallum

My Commission Expires: 10/13/09

[OFFICIAL STAMP OR SEAL]



[LENDER]

WITNESSES:

FIRST CHARTER BANK

Rosa Allmon
Print Name: Rosa Allmon

By: KENNETH C. BROWN
Name: KENNETH C. BROWN
Title: VICE PRESIDENT

Tami Burleson
Print Name: Tami Burleson

STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

I Jeffrey D McCallum, a Notary Public for the state and county aforesaid, do hereby certify that Kenneth C Brown personally appeared before me this day and acknowledged that s/he voluntarily signed the foregoing document for the purposes stated therein and that s/he is the VP of First Charter Bank, and that by authority duly given s/he executed the foregoing instrument on behalf of and as the act and deed of said entity for the purposes stated in such instrument and she is personally known to me.

Witness my hand and official seal this 9th day of October, 2007

Notary Public: Jeffrey D McCallum
Print Name: Jeffrey D McCallum

My Commission Expires: 10/13/09

[OFFICIAL STAMP OR SEAL]

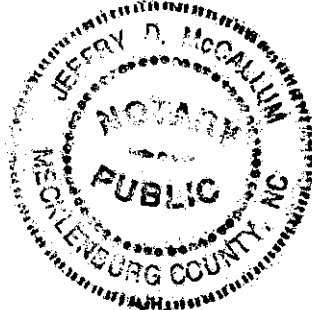


EXHIBIT A

Mountain Island Tract

That certain piece, parcel or lot of land containing 21.113 acres, more or less, shown as "Parcel A" on that certain plat entitled "Subdivision Plat of: Mountain Island Market Place, Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 45 at Page 393 in the land records of Mecklenburg County, North Carolina

EXHIBIT B

E&A Southeast Tract

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in Paw Creek Township, Mecklenburg County, North Carolina, being a portion of lands conveyed to Crescent Resources, Inc. as described in Deed Book 7672 at Page 377 in the Mecklenburg County Public Registry, and more particularly described as follows: Commencing at NCGS monument "MO30" (NAD'83 coords. N:579274.783, E:1419723.322); thence S 13-06-19 E, 357.70 feet (ground distance) to a set #4 rebar at the intersection of the southwesterly right-of-way line of Brookshire Boulevard (N.C. Hwy. 16) and the southeasterly right-of-way line of Mount Holly-Huntersville Road (S.R. 2004). Thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road (r.o.w. varies), S 53-59-42 W, 199.24 feet to a set #4 rebar at the intersection of said right-of-way line with the northeasterly boundary line of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence departing said southeasterly right-of-way line of Mount Holly-Huntersville Road and proceeding along the northeasterly boundary of said Lenette, S 43-58-36 E, 293.66 feet to a set #4 rebar at the southeasterly corner of lands of said Lenette, being the POINT OF BEGINNING. Thence along a new line through the lands of said Crescent Resources, Inc., being the boundary between Phase II and the herein described Phase I, the following nineteen (19) courses: 1.) S 50-10-53 E, 410.77 feet to a point; 2.) S 39-03-27 W, 159.00 feet to a point; 3.) S 40-21-00 W, 125.79 feet to a point; 4.) S 23-19-43 W, 71.42 feet to a point; 5.) S 11-43-08 W, 60.40 feet to a point; 6.) S 40-16-58 W, 73.89 feet to a point; 7.) S 62-53-16 W, 152.01 feet to a point; 8.) S 46-58-19 W, 73.65 feet to a point; 9.) S 65-34-49 W, 62.39 feet to a point; 10.) N 45-57-36 W, 51.13 feet to a point; 11.) N 17-53-32 W, 126.36 feet to a point; 12.) N 50-55-57 W, 141.12 feet to a point; 13.) N 05-55-57 W, 106.07 feet to a point; 14.) N 50-55-57 W, 157.80 feet to a point; 15.) S 67-08-06 W, 214.59 feet to a point; 16.) S 80-14-45 W, 141.96 feet to a point, 17.) Along a curve to the left having a radius of 317.00 feet, an arc distance of 28.21 feet (chord being N 19-10-15 W, 28.20 feet) to a point; 18.) N 21-43-13 W, 219.12 feet to a point; 19.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 47.66 feet (chord being N 67-14-05 W, 42.81 feet) to a set #4 rebar on the southeasterly right-of-way line of the aforementioned Mount Holly-Huntersville Road; thence along the southeasterly right-of-way line of Mount Holly-Huntersville Road, N 67-15-04 E, 126.02 feet to a set #4 rebar; thence departing said right-of-way and proceeding along the southwesterly boundary of lands conveyed to South Trust of North Carolina as described in Deed Book 8175 at Page 260 in the Mecklenburg County Public Registry (also being the northeasterly right-of-way line of an unnamed collector road), the following two (2) courses: 1.) Along the arc of a curve to the left having a radius of 30.00 feet, an arc distance of 46.59 feet (chord being S 22-45-56 W, 42.04 feet) to a set #4 rebar; 2.) S 21-43-13 E, 215.76 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said South Trust of North Carolina, N 80-14-45 E, 104.22 feet to a chiseled "X" on the collar of a sanitary manhole; thence continuing along said southeasterly boundary of South Trust of North Carolina and the southeasterly boundary of lands conveyed to Redbird as described in Deed Book 8732 at Page 290 in the Mecklenburg County Public Registry, N 67-08-06 E, 378.68 feet to a set #4 rebar; thence along the northeasterly boundary of said Redbird, N

32-00-00 W, 281.62 feet to a point on the southeasterly right-of-way line of Mount Holly-Huntersville Road, which point is marked by a chiseled "X" on the concrete gutter; thence along said southeasterly right-of-way line of Mount Holly-Huntersville Road, along the arc of a curve to the left having a radius of 1180.92 feet , an arc distance of 57.00 feet (chord being N 58-21-56 E, 57.00 feet) to a chiseled "X" on the concrete gutter marking the intersection of said right-of-way with the southwesterly boundary of lands conveyed to Hawthorne Carolina, LLC, as described in Deed Book 8104 at Page 368 in the Mecklenburg County Public Registry; thence along the southwesterly boundary of lands of said Hawthorne Carolina, LLC, S 32-00-00 E, 286.34 feet to a set #4 rebar; thence along the southeasterly boundary of lands of said Hawthorne Carolina, LLC, N 59-00-00 E, 184.74 feet to a set #4 rebar marking the southerly corner of lands conveyed to Lenette Realty & Investment Co., St. Louis Dev. Assoc. (referred to herein as "Lenette") as described in Deed Book 8671 at Page 152 in the Mecklenburg County Public Registry; thence along the southeasterly boundary of lands of Lenette, N 49-30-00 E, 191.57 feet to the POINT OF BEGINNING. Containing 9.0007 acres of land as shown on a plat entitled ALTA/ACSM Survey of 42.8145 Acres – Mountain Island Market Place, prepared by ESP Associates, P.A., dated Sept. 1, 1998 and last revised Sept. 11, 1998 (dwg. no. MG48-ALTA).

Less and except the dedicated portion of Couloak Drive as shown in the public land records.

EXHIBIT C

MHHM I Tract

That certain piece, parcel or lot of land containing 4.8465 acres, more or less, shown as "Parcel B" on that certain plat entitled "Subdivision Plat of: Mountain Island Market Place, Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 46 at Page 341 in the land records of Mecklenburg County, North Carolina

EXHIBIT D

MHHM II Tract

That certain piece, parcel or lot of land containing 1.856 acres, more or less, shown as "Parcel C" on that certain plat entitled "Subdivision Plat of: Mountain Island Market Place, Paw Creek Township, City of Charlotte, Mecklenburg County, North Carolina" prepared by GNA Design Associates, Inc. dated August 16, 2005 and recorded in Plat Book 46 at Page 341 in the land records of Mecklenburg County, North Carolina

EXHIBIT E

Legal Description of Access Easement Area
(See Attached)

LEGAL DESCRIPTION OF: 60' ACCESS EASEMENT

Beginning at a point being the common boundary point between the Mountain Island Tract (as described on Exhibit A), the MHHM II Tract (as described in Exhibit D) and Couloak Drive Extension (as depicted in Plat Book 45 at page 393) (said point located on the north easterly right of way line for the Couloak Drive Extension), and from the POINT OF BEGINNING; Thence, N 31° 11' 34" W for a distance of 30.00 feet to a point on a line.

Thence, N 58° 48' 26" E for a distance of 223.17 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 13° 55' 41", having a radius of 220.00 feet, and whose long chord bears N 51° 50' 36" E for a distance of 53.35 feet to a point of intersection with a non-tangential line.

Thence, S 42° 13' 02" E for a distance of 30.03 feet to a point on a line.

Thence, S 42° 13' 02" E for a distance of 30.03 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 13° 18' 20", having a radius of 280.00 feet, and whose long chord bears S 52° 09' 16" W for a distance of 64.88 feet to a point of intersection with a non-tangential line.

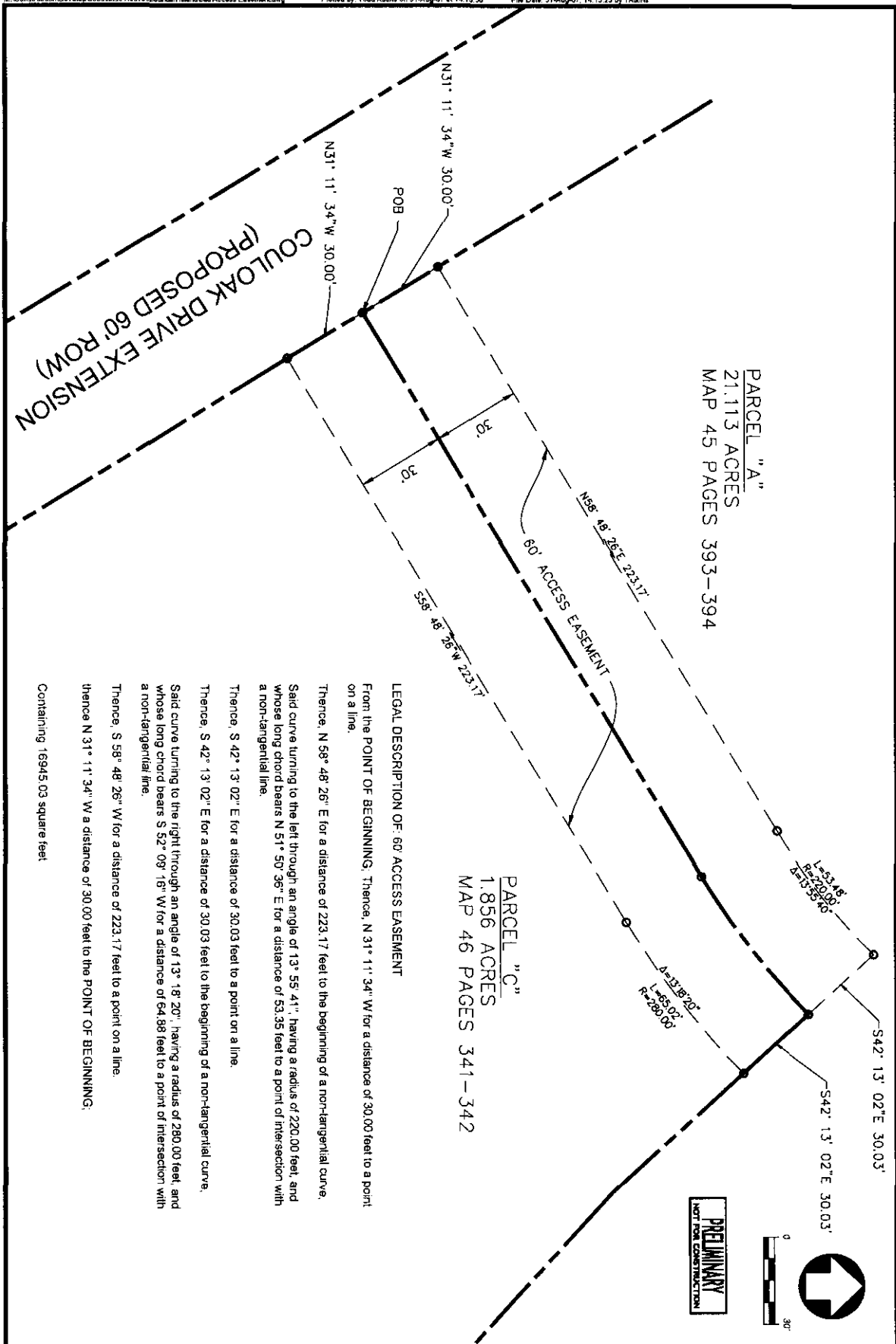
Thence, S 58° 48' 26" W for a distance of 223.17 feet to a point on a line.

Thence N 31° 11' 34" W a distance of 30.00 feet to the POINT OF BEGINNING;

Containing 16945.03 square feet and being more particularly shown on Exhibit F.

EXHIBIT F

Site Plan Showing Access Drive
(See Attached)



PARCEL "A"
21.113 ACRES
MAP 45 PAGES 393-394

PARCEL "C"
1.856 ACRES
MAP 46 PAGES 341-342

LEGAL DESCRIPTION OF: 60' ACCESS EASEMENT

From the POINT OF BEGINNING, Thence, N 31° 11' 34" W for a distance of 30.00 feet to a point on a line.

Thence, N 58° 48' 28" E for a distance of 223.17 feet to the beginning of a non-tangential curve.

Said curve turning to the left through an angle of 13° 55' 41", having a radius of 220.00 feet, and whose long chord bears N 51° 50' 36" E for a distance of 53.35 feet to a point of intersection with a non-tangential line.

Thence, S 42° 13' 02" E for a distance of 30.03 feet to a point on a line.

Thence, S 42° 13' 02" E for a distance of 30.03 feet to the beginning of a non-tangential curve.

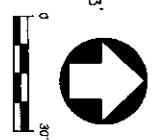
Said curve turning to the right through an angle of 13° 18' 20", having a radius of 280.00 feet, and whose long chord bears S 52° 09' 16" W for a distance of 64.88 feet to a point of intersection with a non-tangential line.

Thence, S 58° 48' 28" W for a distance of 223.17 feet to a point on a line.

thence N 31° 11' 34" W a distance of 30.00 feet to the POINT OF BEGINNING;

Containing 16945.03 square feet

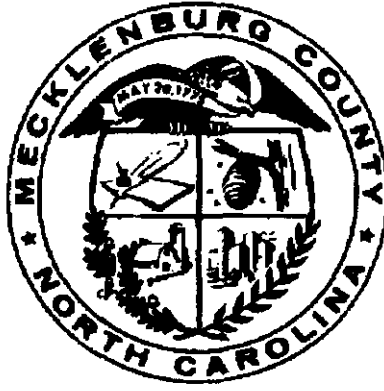
PRELIMINARY
NOT FOR CONSTRUCTION



EDENS & AVANT
900 Bank of America Plaza • 1901 Main Street • Columbia, SC • 29201
Phone: 803.779.4420 • Fax: 803.765.0684

ACCESS EASEMENT	
MOUNTAIN ISLAND	
CHARLOTTE, NC	

SHEET NO. 1	DATE 08-31-07	PROJECT # ---
	SCALE AS SHOWN	DRAWN BY



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

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