

DRAWN BY AIR MAIL TO: RD
PERRY PATRICK FARMER & MICHAUX, P.A.
2200 THE CARILLON
227 W. TRADE ST.
CHARLOTTE, N.C. 28202

JUDITH A GIBSON REG OF DEEDS MECK NC
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STATE OF NORTH CAROLINA

DEDICATION AND
CROSS EASEMENT AGREEMENT
AND CONSENT OF LESSEES

COUNTY OF MECKLENBURG

THIS DEDICATION AND CROSS EASEMENT AGREEMENT (the "Agreement"), is made and entered into this 12th day of April, 1995, by CHANCELLOR PARK LIMITED PARTNERSHIP, a limited partnership organized and existing under the North Carolina Revised Uniform Limited Partnership Act (hereinafter called "Developer");

W I T N E S S E T H:

THAT WHEREAS, Developer is the owner of fee simple title to a parcel of land containing 5.410 acres lying to the southwest of the intersection of the rights-of-way of East W.T. Harris Boulevard (R/W varies) and Chancellor Park Drive (R/W varies) in Charlotte, Mecklenburg County, North Carolina upon which it is developing a mixed use/retail project to be known as Chancellor Park Plaza (the "Project"), which parcel is more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, Developer has entered into a lease agreement with Outback/Charlotte Joint Venture, a Florida general partnership ("Outback") dated June 28, 1994, which lease agreement demises to Outback a portion of the Property consisting of 1.810 acres as more particularly described on Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as "Tract II"); and

WHEREAS, Developer has entered into a lease agreement with East Side Mario's Operating Corp., a Delaware corporation ("East Side") dated November 15, 1994, which lease demises to East Side a portion of the Property consisting of 1.979 acres as more particularly described on Exhibit C attached hereto and incorporated herein by reference (hereinafter referred to as "Tract III"); and

WHEREAS, Developer intends to enter into a lease agreement with a third party for the lease of the remaining portion of the Property consisting of 1.621 acres as more particularly described on Exhibit D attached hereto and incorporated herein by reference (hereinafter referred to as "Tract I") (Tract I, Tract II and Tract III are hereinafter individually referred to as a "Tract" or collectively referred to as the "Tracts"); and

WHEREAS, Developer wishes (a) to provide that improvements constructed on the Property shall be operated as a single Project with free access to and use of all of the Parking Areas and Driveway Easement (as hereinafter defined) located on the Property; (b) to provide that the Property be maintained, repaired and operated in a manner consistent with a first-class mixed use/retail complex and as more specifically set forth herein; and (c) to give and grant future owners of portions of the Property and their successors and assigns non-exclusive driveway, entrance and exit and parking easements over the Property, subject to the terms and conditions hereof;

WHEREAS, Outback and East Side desire to join in this Agreement to consent to the terms and conditions hereof;

NOW, THEREFORE, for and in consideration of the premises and for the purposes set forth herein, Developer, for itself, Outback, East Side and its and their successors and assigns, hereby creates and imposes the following non-exclusive easements upon the Property, reserving unto itself, Outback, East Side and future owners and lessees of portions of the Property certain rights and privileges, all as more particularly set forth in this Agreement:

1. Declaration of Cross Easements. Until such time, if ever, as this Agreement is terminated as provided in Paragraph 2 hereof, each owner of a Tract and such owner's heirs, successors and assigns (including lessees, invitees and licensees) and any person, firm or corporation hereafter acquiring title to a Tract (whether by deed, foreclosure or deed in lieu of foreclosure or otherwise) shall have the non-exclusive right, privilege and easement to enter upon, over and across all parking areas constructed on the Property (the "Parking Areas"), all portions of the driveway (hereinafter referred to as the "Driveway") to be constructed within the real property more particularly described on Exhibit E attached hereto and incorporated herein by this reference (hereinafter referred to as the "Driveway Easement"), and those curb cuts, entrance and exit areas and driveways adjoining said Driveway and Parking Areas, as are constructed and maintained from time to time on the Property. Such rights and privileges shall be for the benefit and use of any lessee, invitee and licensee of present and future owners of any Tract for the purpose of affording such present and future owners, their lessees, invitees and licensees and each of their invitees and customers, the privilege of using in common with other owners, lessees, invitees and licensees and their invitees and customers, the Driveway for pedestrian and vehicular (including truck) ingress, egress and regress to and from portions of the Property and Chancellor Park Drive and the Parking Areas for vehicular parking purposes. Pedestrian and vehicular ingress,

regress and egress upon, over and across the Driveway shall be limited and confined to the areas lying within the Driveway Easement.

The Driveway Easement, including the Driveway, and the Parking Areas shall be open to the use and enjoyment of all occupants of the Property, their officers, agents, contractors, invitees and customers free of charge and on a non-discriminatory basis; provided, however, employees of a Lessee (as hereinafter defined) of any Tract, or of the occupant of such Tract, shall be required to park their vehicles in parking spaces contained within the boundaries of such Tract.

2. Private Agreement. The rights, privileges and easements herein granted are for the non-exclusive use, enjoyment and benefit of the owners of fee simple title from time to time of Tracts, trustees and beneficiaries in deeds of trust encumbering such Tracts, and for the benefit of licensees, tenants and invitees of the owners and such licensees', tenants' and invitees' customers and invitees. Except as otherwise provided in the Agreement, such rights and privileges shall be covenants running with the land, shall continue in full force and effect as a right appurtenant to ownership of a Tract, or any portion thereof, and shall inure to the benefit of all owners of fee simple title to a Tract and the trustees and beneficiaries in all deeds of trust secured by fee simple title to a Tract.

The owners of fee simple title to the Property by mutual written agreement, joined in by the owners' lessees and the trustees and beneficiaries in all deeds of trust secured by fee simple title to portions of the Property, may terminate or modify this Agreement; provided, however, that these rights, privileges and easements shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the Mecklenburg County Public Registry. Acquisition of all of the Property by one owner shall not constitute a merger of the rights and obligations set forth herein so long as there is any lease in effect for any Tract or deed of trust unsatisfied of record which encumbers fee simple title to any Tract. This Agreement shall not be construed to grant rights to the public in general.

3. Maintenance Obligations and Real Estate Taxes. Except with respect to Developer's maintenance obligations as specifically set forth hereinafter, each lessee of a Tract (hereinafter referred to individually as a "Lessee" or collectively as the "Lessees") shall maintain the curb cuts, entrances, exits, driveways and Parking Areas located on the Tract leased by it in good condition and repair and shall

maintain the landscaping and exterior lighting on its Tract, upon their initial installation, in a safe, clean and attractive condition. Such maintenance obligations shall include, but not be limited to, promptly removing snow, ice, litter, refuse, waste and debris; cleaning and keeping the driveways and Parking Areas striped, marked, paved and repaired in the same manner and with the same degree of care as the driveways and entrances in first-class mixed-use/retail facilities in Charlotte, North Carolina are so repaired, cleaned, striped and maintained; keeping all directional signs, pavement signs and striping distinct and legible; repairing, replacing and renewing common area lighting, including fixtures and bulbs, tubes and ballasts therefor, as may be necessary; lawn mowing on a regular basis; tree and shrub pruning; watering landscaped areas; and keeping lawn and landscaped areas alive, free of weeds and attractive.

If the Tracts are separately assessed with respect to the payment of ad valorem real estate taxes, each Lessee shall at all times cause real estate taxes and assessments assessed against its Tract to be paid before any penalty or late charge is payable with respect thereto.

In the event any Lessee fails to perform such maintenance and repair obligations or fails to pay before delinquency ad valorem real estate taxes and/or assessments on its Tract as described above, then Developer, its successors or assigns, shall give such Lessee written notice specifying in detail the nature of such failure, and if such Lessee has not commenced correction of such failure within thirty (30) days of such notice or does not diligently pursue the correction of the same at all times after the commencement of action to correct the same, then Developer, its successors or assigns, shall have the right and easement to go upon such Tract and repair, maintain, clean, stripe and/or mark the same as reasonably required or to pay said ad valorem taxes; provided, however, in the event that within the aforesaid thirty day notice period, the Lessee to whom such notice was given does not agree that such cleaning, repairs or maintenance is necessary or cannot be reasonably performed within the time required due to conditions beyond such Lessee's control, then such Lessee may require that the necessity or timing therefor be determined by arbitration in accordance with North Carolina law and the rules of the American Arbitration Association.

Upon the failure of any Lessee of any Tract to pay taxes and assessments and maintain its Tract in accordance with the requirements of the immediately preceding paragraph, then the Developer, its successors or assigns, shall perform the same and the Lessee failing to perform shall immediately pay the reasonable cost of the same to Developer. In addition to any

other remedies it may have, the Developer, its successors or assigns, so performing repairs or maintenance shall have a lien enforceable in accordance with the provisions of Chapter 44A of the North Carolina General Statutes against the real property interest and improvements of the defaulting Lessee for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of 8% per annum. Such lien shall be subordinate to the interest of any mortgagee of that Tract irrespective of when its interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

If a Lessee's failure to pay ad valorem real estate taxes prior to their delinquency does, or with the passage of time would, materially interfere with access by any other Lessee to its Tract or to the parking areas maintained on the Property, then Developer, in the event Developer fails to enforce the remedies for such default as provided herein, shall upon the written request of affected Lessee(s), assign its rights and remedies to the affected Lessee(s) whose Tract is benefitted by the easement rights which burden the Tract of the defaulting Lessee.

Developer shall maintain the Driveway and the monument signs (the "Monument Signs") in the locations designated on the Site Plan attached hereto as Exhibit F and incorporated herein by reference in accordance with the standards set forth in this Paragraph 3 and the cost and expense of same shall be paid to Developer as set forth in lease agreements demising the Tracts. Upon a failure of Developer to maintain the Driveway and/or the Monument Signs in accordance herewith, any Lessee shall have the rights and remedies for such failure as set forth in its lease with Developer.

4. Construction. All construction activities engaged in upon any Tract, whether undertaken in connection with the initial development or improvement of such Tract or in connection with the alteration, modification or addition to improvements previously constructed on such Tract, shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of such construction as well as to all other rules, regulations, requirements, ordinances and laws, including but not limited to, such regulations and requirements relating to soil, sedimentation and erosion control, of any local, state or federal governmental unit(s) or authority(ies) having jurisdiction thereof. Throughout the course of such construction activities, the Lessee of the Tract on which construction is occurring (the "Construction Site") shall be responsible for maintaining the Construction Site in as clean and orderly a condition as the nature of such construction permits, shall insure that equipment utilized for such construction, if required to remain overnight, is parked or

stored entirely within the boundaries of the Construction Site and upon completion of construction activities (or more immediately if the damage is such as to materially impair the use of the Driveway or Parking Areas) shall repair, restore and/or reconstruct any damage to any adjoining property, including improvements, driveways, roadways, landscaped areas, parking areas and street and parking lot lighting caused by such construction activities. All grading activities shall be conducted, and all slopes or gradients required to be maintained on any Construction Site shall be so maintained, entirely within the boundaries of the Construction Site.

5. Utility Easements. Each Lessee of a Tract is hereby granted a non-exclusive easement appurtenant to its Tract over and across the remainder of the Property for the purpose of installation, maintenance, repair and use of underground utilities (including electrical, water, sanitary sewer, gas, telephone, cable television, storm water drainage and irrigation systems) serving such Tract; provided, however, that such utilities shall not be located initially under the proposed location of any buildings within the Property, or in such a fashion as to interfere with the use and appearance of the Property. If, pursuant to the terms hereof, any Lessee installs underground utilities across the Tract of a second Lessee, the installing Lessee shall: (a) relocate that utility at its expense if such relocation is required as a result of construction by the Lessee of the Tract across which the utility is installed; (b) maintain or cause to be maintained any such utilities; (c) repair at its expense any damage to improvements or landscaping caused by such installation and maintenance; and (d) perform such installation and maintenance in a manner so as to minimize any disruption of business on the portion of the Property on which the utility is located.

6. NO Barriers. No walls, fences or barriers of any sort or kind shall be constructed or maintained on the Property, or any portion thereof, which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, pedestrian and vehicular traffic, between the various portions of the Property; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access to driveways, including the Driveway, across the Property are not closed or blocked.

7. Notice to Trustees and Beneficiaries. In the event of default hereunder, any Lessee which proposes to enforce its rights hereunder shall give written notice to the trustees and beneficiaries in all deeds of trust encumbering portions of the Property; provided such trustees and beneficiaries have heretofore furnished such Lessee with written notice of the names and addresses of such trustees and beneficiaries.

8. Indemnity. Except in cases of Developer's negligence, recklessness or willful misconduct, each Lessee (the "Indemnitor"), for and on behalf of itself, its successors and assigns, hereby agrees to indemnify and hold harmless the Developer in connection with any loss, damages, cost and expenses, including court costs and reasonable attorney's fees, incurred by Developer as a result of such Indemnitor's or such Indemnitor's licensee's, agent's or employee's acting within the scope of authority, use of the Property.

9. Rights and Remedies. It is expressly understood and agreed that upon a breach of this Agreement by any Lessee, Developer or any Lessee shall have any and all rights and remedies for such breach at law or in equity provided, except that Developer or such non-breaching Lessee shall not be entitled to bring or maintain an action to terminate this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

10. Estoppel Certificates. From time to time upon request in writing from Developer or a Lessee, but not to exceed two (2) times annually, any Lessee agrees to execute, acknowledge and deliver to such requesting party a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that such requesting party is current in its maintenance, repair and tax obligations under Paragraph 3 hereof and any other factual data relating to this Agreement which such party may reasonably request. The Lessee receiving such request shall execute and deliver such written statement to the requesting party within thirty (30) days of its receipt of such written statement.

11. Use Restrictions. So long as the lease between Chancellor Park Retail Limited Partnership, a North Carolina limited partnership (an affiliate of Developer) and Lowe's Companies, Inc. (the "Tenant") dated May 6, 1992 remains in full force and effect, the Property shall be subject to the following restrictions:

(a) In the event that any portion of the Property is used for retail uses, any buildings located on the Property may only be used for financial institutions, service shops, offices and retail stores selling retail merchandise normally carried in shopping centers and other typical shopping center uses. Further, no portion of the Property shall be leased, used or occupied for:

(i) Hardware store over 5,000 square feet;

- (ii) Appliance and/or home electronics store over 3,000 square feet; provided, however, in the event Tenant ceases to carry such merchandise in its regular product line offered to the general public, then this restriction shall no longer apply to the Property;
- (iii) Any lawn and garden center over 3,000 square feet;
- (iv) Any paint and/or decor center over 5,000 square feet;
- (v) Any lumber yard operations; and
- (vi) Any building supply operation such as Home Depot, Builders Square or Home Quarters.

These restrictions or exclusive rights shall also apply to prohibit larger businesses having space in their stores devoted to selling the merchandise described in subparagraphs (i) through (vi) when such space exceeds the limitations of subparagraphs (i) through (iv).

12. Consent. The Consents and Joinder of Lessees of Outback and East Side attached hereto are incorporated by this reference as if fully set forth herein.

13. Developer's Successors. All rights and obligations reserved by or granted to Developer hereunder shall not be deemed to be personal to Developer but shall rather be appurtenant to and run with the title to the Property; provided, however, if a third party shall acquire title to a Parcel or any portion of the Property constituting less than the entire Property, such third party shall not succeed to the interest of Developer unless an express assignment of same is made in the deed of conveyance to said third party. Absent the express assignment of Developer's rights and obligations, Developer shall retain its rights and obligations.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed under seal by authority duly given as of the day and year first above written.

DEVELOPER:

CHANCELLOR PARK (SEAL)
LIMITED PARTNERSHIP

By: Crosland Investors, Inc.,
General Partner

By: James E. Phillips
Vice President

By: Huntington Capital, Inc.,
General Partner

By: J. M. B.
President

ATTEST:

George Barwick
Secretary
[CORPORATE SEAL]

Sheila A. Nolan
Secretary
[CORPORATE SEAL]

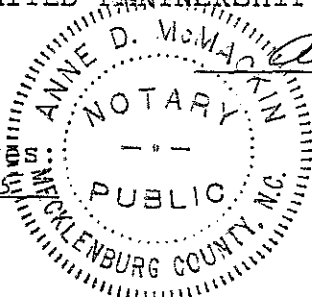
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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 10th day of January, 199⁵, personally came before me, James E. Merrifield, who being by me duly sworn, says that he is Vice President of Crosland Investors, Inc., general partner of CHANCELLOR PARK LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Crosland Investors, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of CHANCELLOR PARK LIMITED PARTNERSHIP, by authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of CHANCELLOR PARK LIMITED PARTNERSHIP.



Anne D. McMaskin
Notary Public

My commission expires:
December 2, 1995
(NOTARIAL SEAL)

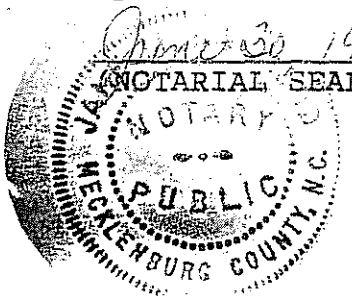
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 12th day of April, 199⁵, personally came before me, Mark W. Erwin, who being by me duly sworn, says that he is _____ President of Huntington Capital, Inc., general partner of CHANCELLOR PARK LIMITED PARTNERSHIP; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Huntington Capital, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, acting as general partner of CHANCELLOR PARK LIMITED PARTNERSHIP, by authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of CHANCELLOR PARK LIMITED PARTNERSHIP.

James M. Raymond
Notary Public

My commission expires:
March 30, 1997
(NOTARIAL SEAL)



List of Exhibits

<u>EXHIBIT A</u>	Legal Description of Property
<u>EXHIBIT B</u>	Legal Description of Tract II
<u>EXHIBIT C</u>	Legal Description of Tract III
<u>EXHIBIT D</u>	Legal Description of Tract I
<u>EXHIBIT E</u>	Legal Description of Driveway Easement
<u>EXHIBIT F</u>	Site Plan

EXHIBIT A

Legal Description of Property

Lying and being situated in Charlotte, Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at a concrete monument marking the intersection of the southeasterly margin of the right-of-way of University City Boulevard (N.C. Highway No. 49) (R/W varies) and the southwesterly margin of the right-of-way of East W. T. Harris Boulevard (R/W varies) and running thence with the southwesterly margin of the aforesaid right-of-way of East W. T. Harris Boulevard three (3) calls and distances as follows: (1) S 40-26-45 E 100.22 feet to a concrete monument; (2) S 63-05-06 E 161.19 feet to a concrete monument; and (3) in a southeasterly direction with the arc of a circular curve to the left, having a radius of 5,528.24 feet (chord bearing S 44-50-39 E and distance 533.97 feet), an arc distance of 534.18 feet to a point in the northwesterly margin of the right-of-way of Chancellor Park Drive; thence with the northwesterly and northerly margins of the right-of-way of Chancellor Park Drive five (5) calls and distances as follows: (1) in a southwesterly direction with the arc of a circular curve to the right, having a radius of 48.00 feet (chord bearing S 43-24-34 W and distance 9.29 feet), an arc distance of 9.30 feet to a point; (2) continuing in a southwesterly direction with the arc of a circular curve to the right, having a radius of 538.00 feet (chord bearing S 53-19-23 W and distance 80.46 feet), an arc distance of 81.23 feet to a point; (3) S 54-25-14 W 44.86 feet to a point; (4) in a southwesterly direction with the arc of a circular curve to the right, having a radius of 140.50 feet, an arc distance of 15.67 feet to a point; and (5) in a northwesterly direction with the arc of a circular curve to the right, having a radius of 543.00 feet (chord bearing N 87-05-48 W and distance 524.84 feet), an arc distance of 547.77 feet to a point; thence leaving the northerly margin of the aforesaid right-of-way of Chancellor Park Drive N 37-59-34 W 15.00 feet to a point; thence N 22-17-21 E 150.00 feet to a point; thence N 01-40-24 E 435.00 feet to a concrete monument, the point or place of beginning, containing 5.410 acres (235,674 square feet), all as shown on survey prepared by Jack R. Christian, NCRLS, dated August 6, 1990, reference to which survey is hereby made for a more particular description of the property.

EXHIBIT B

Legal Description of Tract II

BEING A PARCEL OF LAND IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING A PORTION OF THAT PROPERTY CONVEYED TO CHANCELLOR PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 6167 AT PAGE 66 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON PIN AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF EAST W.T. HARRIS BOULEVARD AND THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE, THENCE WITH THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE FIVE (5) CALL AS FOLLOWS: (1) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 48.00 FEET AN ARC DISTANCE OF 9.30 FEET (SUBTENDED BY A CHORD BEARING S 43-24-32 W 9.29 FEET) TO A POINT; (2) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 538.00 FEET AN ARC DISTANCE OF 81.23 FEET (SUBTENDED BY A CHORD BEARING S 53-17-21 W 81.15 FEET TO A POINT; (3) S 54-25-14 W 44.86 FEET TO A POINT; (4) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 140.50 FEET AN ARC DISTANCE OF 15.67 FEET (SUBTENDED BY A CHORD BEARING S 50-46-33 W 15.66 FEET TO A POINT; (5) WITH ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 543.00 FEET AN ARC DISTANCE OF 293.47 FEET (SUBTENDED BY A CHORD BEARING N 79-29-13 W 289.91 FEET) TO A POINT; THENCE WITH FOUR (4) NEW LINES THROUGH THE PROPERTY OF CHANCELLOR PARK LIMITED PARTNERSHIP AS FOLLOWS: (1) N 00-49-10 E 207.15 FEET TO A NEW IRON PIN; (2) S 89-10-0 E 147.24 FEET TO A NEW IRON PIN; (3) N 00-49-10 E 55.35 FEET TO A NEW IRON PIN; (4) N 46-06-29 E 91.29 FEET TO A NEW IRON PIN ON THE SOUTHERN RIGHT OF WAY OF EAST W.T. HARRIS BOULEVARD; THENCE WITH THE RIGHT OF WAY OF EAST W.T. HARRIS WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 5528.24 FEET AN ARC DISTANCE OF 264.42 FEET (SUBTENDED BY A CHORD BEARING S 46-14-32 E 264.40 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 78,850 SQUARE FEET OR 1.810 ACRES ALL AS SHOWN ON A SURVEY BY JACK R. CHRISTIAN AND ASSOCIATES DATED OCTOBER 11, 1994.

EXHIBIT C

Legal Description of Tract III

BEING A PARCEL OF LAND IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING A PORTION OF THAT PROPERTY CONVEYED TO CHANCELLOR PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 6167 AT PAGE 66 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING CONCRETE MONUMENT AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF UNIVERSITY CITY BOULEVARD (N.C. HIGHWAY #49) AND THE WESTERN RIGHT OF WAY OF W.T. HARRIS BOULEVARD, SAID MONUMENT BEING LOCATED S 22-37-10 W 129.04 FEET FROM N.C.G.S. MONUMENT "HARDEES" WITH GRID COORDINATES OF N = 567,085.74 AND E = 1,479,888.28, THENCE WITH THE RIGHT OF WAY OF W.T. HARRIS BOULEVARD THREE (3) CALLS AS FOLLOWS: (1) S 40-26-46 E 100.22 FEET TO AN EXISTING CONCRETE MONUMENT; (2) S 63-05-06 E 161.19 FEET TO AN EXISTING CONCRETE MONUMENT; (3) WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 5528.24 FEET AN ARC DISTANCE OF 269.76 FEET (SUBTENDED BY A CHORD BEARING S 43-28-26 E 269.73 FEET TO A NEW IRON PIN; THENCE WITH SIX (6) NEW LINES THROUGH THE PROPERTY OF CHANCELLOR PARK LIMITED PARTNERSHIP: (1) S 45-08-29 W 91.28 FEET TO A NEW IRON PIN; (2) S 00-49-10 W 55.35 FEET TO A NEW IRON PIN; (3) N 59-10-30 W 184.51 FEET TO A NEW IRON PIN; (4) N 00-49-10 E 112.53 FEET TO A NEW IRON PIN; (5) N 26-19-10 W 93.45 FEET TO A NEW IRON PIN; (6) N 89-10-30 W 112.24 FEET TO A NEW IRON PIN ON THE EASTERN LINE OF PROPERTY OWNED BY MECKLENBURG COUNTY AS RECORDED IN DEED BOOK 7415 AT PAGE 950 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY; THENCE WITH MECKLENBURG COUNTY'S EASTERN LINE, N 01-40-24 E 264.18 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 86,200 SQUARE FEET OR 1.979 ACRES ALL AS SHOWN ON A SURVEY BY JACK R. CHRISTIAN AND ASSOCIATES DATED OCTOBER 11, 1994.

EXHIBIT D

Legal Description of Tract I

BEING A PARCEL OF LAND IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING A PORTION OF THAT PROPERTY CONVEYED TO CHANCELLOR PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 6167 AT PAGE 66 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NEW IRON PIN AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF EAST W.T. HARRIS BOULEVARD AND THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE, THENCE WITH THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE FIVE (5) CALLS AS FOLLOWS: (1) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 48.00 FEET AN ARC DISTANCE OF 9.30 FEET (SUBTENDED BY A CHORD BEARING S. 43-24-32 W 9.29 FEET) TO A POINT; (2) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 533.00 FEET AN ARC DISTANCE OF 81.23 FEET (SUBTENDED BY A CHORD BEARING S 53-17-21 W 81.15 FEET TO A POINT; (3) S 54-25-14 W 44.85 FEET TO A POINT; (4) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 140.50 FEET AN ARC DISTANCE OF 15.57 FEET (SUBTENDED BY A CHORD BEARING S 60-48-33 W 15.66 FEET TO A POINT; (5) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 543.00 FEET AN ARC DISTANCE OF 293.47 FEET (SUBTENDED BY A CHORD BEARING N 79-29-13 W 289.91 FEET) TO THE TRUE POINT AND PLACE OF BEGINNING; THENCE CONTINUING WITH THE RIGHT OF WAY OF CHANCELLOR PARK DRIVE THREE (3) CALLS AS FOLLOWS: (1) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 543.00 FEET AN ARC DISTANCE OF 254.09 FEET (SUBTENDED BY A CHORD BEARING N 71-36-48 E 251.98 FEET) TO A POINT; (2) N 01-18-42 E 4.82 FEET TO A POINT; (3) N 37-39-34 W 15.00 FEET TO A NEW IRON PIN THE SOUTHEAST CORNER OF PROPERTY OWNED BY MECKLENBURG COUNTY AS RECORDED IN DEED BOOK 7415 AT PAGE 920 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY; THENCE WITH MECKLENBURG COUNTY'S EASTERN LINE N 22-17-21 E 150.00 FEET TO A NEW IRON PIN; THENCE N 01-40-24 E 170.82 FEET TO A NEW IRON PIN; THENCE WITH FIVE (5) CALLS THROUGH THE PROPERTY OF CHANCELLOR PARK LIMITED PARTNERSHIP AS FOLLOWS: (1) S 89-10-59 E 112.24 FEET TO A NEW IRON PIN; (2) S 24-19-10 E 93.46 FEET TO A NEW IRON PIN; (3) S 00-49-10 W 112.63 FEET TO A NEW IRON PIN; (4) S 89-10-50 E 37.27 FEET TO A NEW IRON PIN; (5) S 00-49-10 W 207.15 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 70,624 SQUARE FEET OR 1.621 ACRES ALL AS SHOWN ON A SURVEY BY JACK R. CHRISTIAN AND ASSOCIATES DATED OCTOBER 11, 1974.

EXHIBIT E

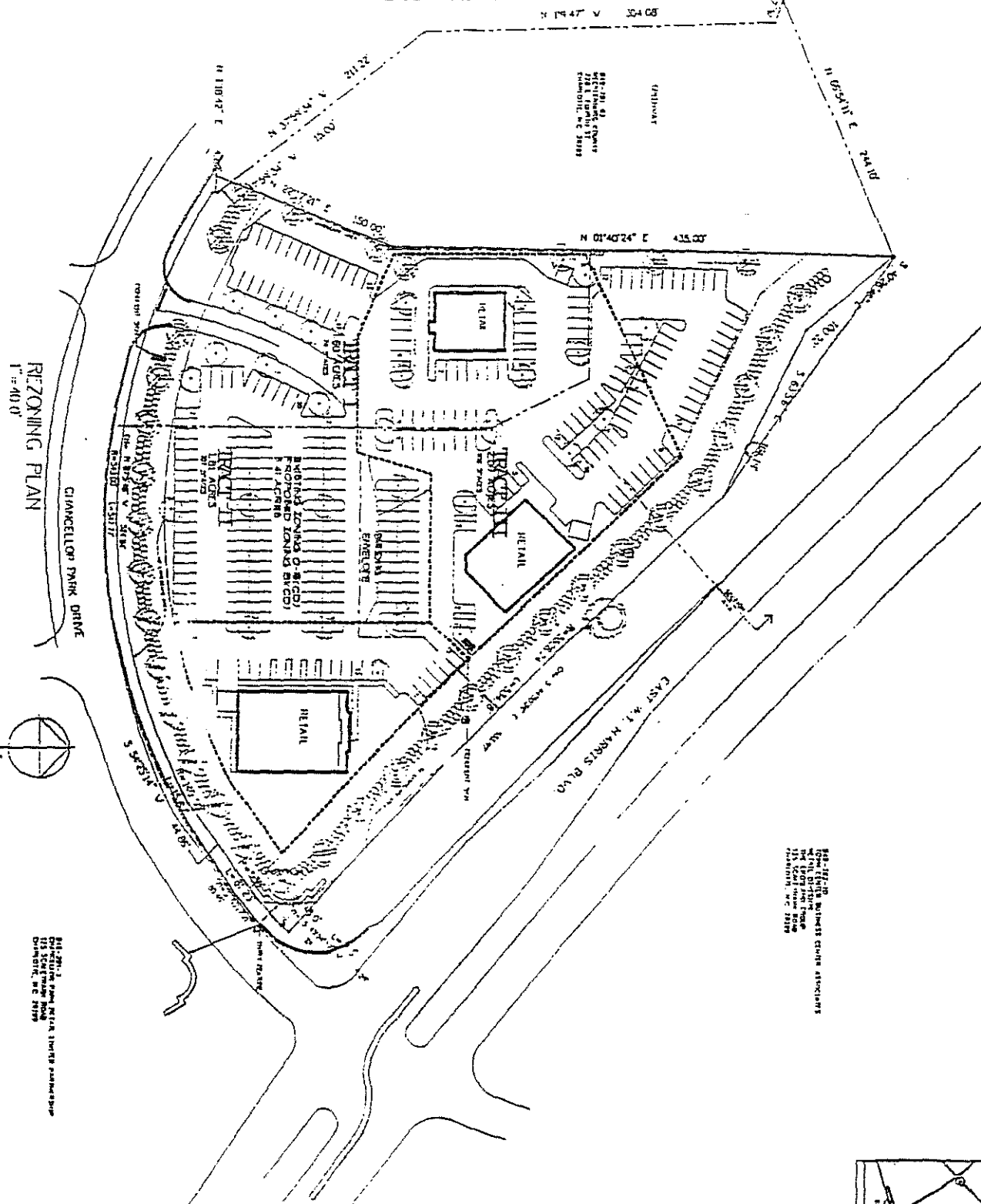
Legal Description of Driveway Easement

BEING A PARCEL OF LAND IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA AND BEING A PORTION OF THAT PROPERTY CONVEYED TO CHANCELLOR PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 5167 AT PAGE 64 OF THE MECKLENBURG COUNTY PUBLIC REGISTRY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

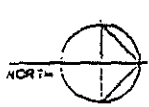
BEGINNING AT A NEW IRON PIN AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF EAST W.T. HARRIS BOULEVARD AND THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE, THENCE WITH THE NORTHERN RIGHT OF WAY OF CHANCELLOR PARK DRIVE FIVE (5) CALL AS FOLLOWS: (1) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 48.00 FEET AN ARC DISTANCE OF 9.30 FEET (SUBTENDED BY A CHORD BEARING S. 43-24-32 W 9.29 FEET) TO A POINT; (2) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 538.00 FEET AN ARC DISTANCE OF 81.23 FEET (SUBTENDED BY A CHORD BEARING S 53-17-21 W 81.15 FEET TO A POINT; (3) S 54-25-14 W 44.86 FEET TO A POINT; (4) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 140.50 FEET AN ARC DISTANCE OF 15.67 FEET (SUBTENDED BY A CHORD BEARING S 60-49-33 W 15.66 FEET TO A POINT; (5) WITH ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 543.00 FEET AN ARC DISTANCE OF 424.04 FEET (SUBTENDED BY A CHORD BEARING S 86-22-31 W 413.34 FEET) TO THE TRUE POINT AND PLACE OF BEGINNING; THENCE CONTINUING WITH THE RIGHT OF WAY OF CHANCELLOR PARK DRIVE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 543.00 FEET AN ARC DISTANCE OF 25.03 FEET TO A POINT; THENCE WITH FOURTEEN (14) CALLS THROUGH THE PROPERTY OF CHANCELLOR PARK LIMITED PARTNERSHIP AS FOLLOWS: (1) N 17-11-50 E 93.37 FEET TO A POINT; (2) N 26-44-03 E 85.33 FEET TO A POINT; (3) WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 92.31 FEET AN ARC DISTANCE OF 40.38 FEET (SUBTENDED BY A CHORD BEARING N 14-12-13 E 40.06 FEET) TO A POINT; (4) N 01-40-24 E 114.48 TO A POINT; (5) N 25-03-39 W 55.57 FEET TO A POINT; (6) N 89-10-50 W 21.23 FEET TO A POINT; (7) S 26-19-10 W 93.46 FEET; (8) S 52-12-57 W 19.55 FEET TO A POINT; (9) S 01-40-24 W 87.95 FEET TO A POINT; (10) S 89-10-50 E 201.10 FEET TO A POINT; (11) S 00-49-10 W 25.00 FEET TO A POINT; (12) S 89-10-50 E 209.98 FEET TO A POINT; (13) S 26-44-03 W 89.98 FEET TO A POINT; (14) S 17-11-50 W 92.53 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING 0.344 ACRES ALL AS SHOWN ON A SURVEY BY JACK R. CHRISTIAN AND ASSOCIATES DATED OCTOBER 11, 1993.

EXHIBIT F

Site Plan



REZONING PLAN
1" = 40' 0"

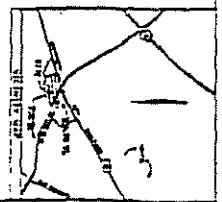


812-281-1
PREPARED FROM REVISION NUMBER 1
DATE: 11/13/2009

812-281-1
PREPARED FROM REVISION NUMBER 1
DATE: 11/13/2009

Acreeage amounts are approximations

THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY.

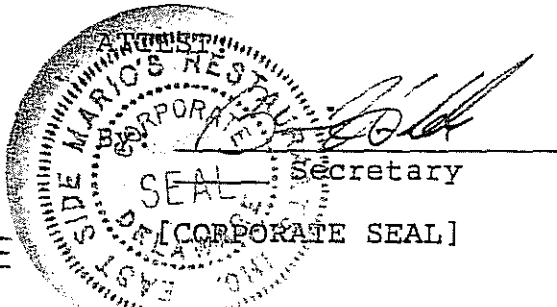


<p>Project Name: 3360 Map No: RZ-1</p>	<p>CHANCELLORS PARK PLAZA CHARLOTTE, N.C. REZONING PLAN</p>	<p>EAST SIDE MARCO'S RESTAURANTS, INC. AND OUTBACK STEAKHOUSE/ CHARLOTTE JOINT VENTURE 125 SCALEYBARKROAD CHARLOTTE, N.C. 28209 (704) 522-0272</p>	
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CONSENT AND JOINDER OF LESSEE

The undersigned, East Side Mario's Operating Corp., being the tenant of record of Tract III as defined in the foregoing Dedication and Cross Easement Agreement (the "Agreement"), under and pursuant to the Memorandum of Lease recorded in Book _____, Page _____ in the Mecklenburg County, North Carolina Public Registry, does hereby approve of, consent to, and join in the Agreement, this 22nd day of November, 1994.

EAST SIDE MARIO'S OPERATING CORP.



By: Teresa J. Roll President
TERESA J. ROLL
PRESIDENT

STATE OF _____

COUNTY OF _____

This _____ day of _____, 1994, personally came before me, _____, who being by me duly sworn, says that he is _____ President of EAST SIDE MARIO'S OPERATING CORP. and that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation; that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the said _____ President acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day of _____, 1994.

Notary Public

My commission expires:

(NOTARIAL SEAL)

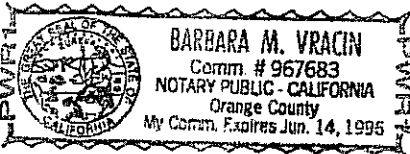
ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On Nov. 22, 1994 before me, BARBARA M. VRACIN
Date Notary Public

Personally appeared Teresa J. Roll
Name(s) of signer(s)

[] personally known to me OR [X] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal

Barbara M. Vracin
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL(S)
 CORPORATE OFFICER(S)
President

TITLE(S)

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY (IES)
East Side Mario's Operating Corp.

ATTENTION NOTARY: although the information requested below is OPTIONAL it could prevent the fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT: Title or Type of Document Consent & Joinder of Lessee - ESM Charlotte, NC
Number of Pages 19 Date of Document 11/22/94
Signer(s) other than named above _____

CONSENT AND JOINDER OF LESSEE

The undersigned, Outback/Charlotte Joint Venture, being the tenant of record of Tract II as defined in the foregoing Dedication and Cross Easement Agreement (the "Agreement"), under and pursuant to the Memorandum of Lease recorded in Book _____, Page _____ in the Mecklenburg County, North Carolina Public Registry, does hereby approve of, consent to, and join in the Agreement, this 6TH day of JANUARY, 1995.

OUTBACK/CHARLOTTE JOINT VENTURE
(SEAL)

By: Outback Steakhouse of
Florida, Inc.,
General Partner

ATTEST:

By: _____

[Handwritten Signature]
Secretary

By: _____

[Handwritten Signature]
Sr. Vice President

[CORPORATE SEAL]

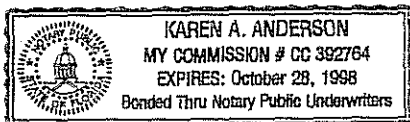
~~STATE OF NORTH CAROLINA~~
FLORIDA
~~COUNTY OF MECKLENBURG~~
HILLSBOROUGH

This 6TH day of JANUARY, 1995, personally came before me, ROBERT S. MERLITTI, who being by me duly sworn, says that he is SR. VICE President of Outback Steakhouse of Florida, Inc., general partner of OUTBACK/CHARLOTTE JOINT VENTURE; that the seal affixed to the foregoing instrument in writing is the corporate seal of said Outback Steakhouse of Florida, Inc.; and that said writing was signed and sealed by him on behalf of said corporation, by authority duly given. And the said SR. VICE President acknowledged the said writing to be the act and deed of said corporation, acting as general partner of OUTBACK/CHARLOTTE JOINT VENTURE.

[Handwritten Signature]
Notary Public

My commission expires: 10/28/98

(NOTARIAL SEAL)



5500 6700

