



11.57

804/126

**SEE ADDENDUM**

Excise Tax ~~5~~.00

Tax I.D. No. Out Of 326-002, 326-011, and/or 325-104

Instrument Prepared By: Kenneth L. Eagle, 1003 High House Road, Suite 106, Cary, NC 27513  
Hold For: F. Rivers Lawther, Jr.

Book 0804 Page 0126

**NORTH CAROLINA GENERAL WARRANTY DEED**

THIS DEED is made this 22nd day of August, 1997, by and between:

GRANTOR: Flora Development LLC

GRANTEE: Salisbury Golf Partners, LLC

Address: 3100 Jake Alexander Boulevard North  
Salisbury, NC 28147

FILED  
ROWAN COUNTY NC  
BY: [Signature]  
09/12/97 11:51 AM  
BOBBIE M. BARNHART  
Register of Deeds

ROWAN COUNTY NC 09/12/97  
\$1.00

STATE OF NORTH CAROLINA  
Real Estate  
Excise Tax

(The designation of Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by the context.)

WITNESSETH: THE GRANTOR, for a valuable consideration paid by the Grantee, the sufficiency and receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee, in fee simple, all that certain real property, lying and being in Rowan County, North Carolina (hereinafter referred to as the "Golf Course Property", and being more particularly described as follows:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE**

The Golf Course Property is included in the real property acquired by Grantor by instruments recorded in the Rowan County Registry in Book 786, Page 374 and Book 792, Page 785 (such real property acquired by the Grantor hereinafter being referred to as the "Property".)

TO HAVE AND TO HOLD the Golf Course Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

AND THE GRANTOR covenants with the Grantee that Grantor is seized of the Golf Course Property in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except for the following exceptions:

**SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE**

The Golf Course Property is conveyed together with and subject to those certain Additional Restrictions contained on EXHIBIT C ATTACHED HERETO AND INCORPORATED BY REFERENCE, and is conveyed subject to those rights and easements reserved/established by Grantor and together with those easements granted to Grantee as described on EXHIBIT D ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(08/22/97, d:\keagle\realprop.clo\97038.doc)

✓ LAWYER

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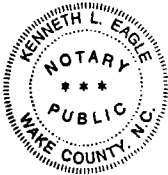
IN WITNESS WHEREOF, the Grantor has adopted the word "SEAL" appearing beside its name below as its seal for the execution of this instrument and has caused this instrument to be signed in its name by its duly authorized Manager, who also has adopted the word "SEAL" appearing beside his signature as his seal for the execution of this instrument, the day and year first above written.

Flora Development LLC (SFAL)

By: Timothy R. Smith (SEAL)  
Manager

North Carolina, Wake County  
I, Kenneth L. Eagle, a Notary Public of the County and State aforesaid, certify that Timothy R. Smith personally appeared before me this day and acknowledged that he is a Manager of Flora Development LLC, a North Carolina limited liability company, and that by authority duly given, the foregoing instrument was signed by him in the limited liability company name as the act of the limited liability company.

Witness my hand and official stamp or seal, this 22nd day of August, 1997.



Kenneth L. Eagle  
Notary Public  
My Commission Expires: 7-10-00

~~NORTH CAROLINA, ROWAN COUNTY~~

The foregoing certificate of Kenneth L. Eagle, a NP of Wake County, NC is ~~app~~certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof This 12th day of September, 1997.

Bobbie M. Earnhardt, Register of Deeds for Rowan County, North Carolina

By: Davidia S. Campbell Deputy/Assistant Register of Deeds

EXHIBIT A TO DEED

Grantor: Flora Development LLC  
Grantee: Salisbury Golf Partners, LLC

Property Description:

LYING AND BEING in the City of Salisbury, Rowan County, North Carolina, on the east side of Jake Alexander Boulevard North, and being more particularly described as follows:

ALL OF Tract 1 (consisting of 4.848 acres, more or less), Tract 2 (consisting of 40.426 acres, more or less), Tract 3 (consisting of 8.199 acres, more or less), Tract 3A (consisting of 0.068 acres, more or less), Tract 3B (consisting of 0.068 acres, more or less), Tract 4 (consisting of 107.030 acres, more or less), Tract 5 (consisting of 7.177 acres, more or less), and Tract 5A (consisting of 0 179 acres, more or less), as said Tracts are shown on that certain plat by Richard L. Shulenburger, R.L.S., of Shulenburger Surveying Company, consisting of three pages and entitled "PROPERTY SURVEY FOR: SALISBURY GOLF PARTNERS LLC", dated May 16, 1997, revised on June 3, 1997, June 9, 1997, June 23, 1997, July 30, 1997 July 31, 1997, August 18, 1997, and August 26, 1997, and recorded in the Rowan County Registry in Map Book 9995, Page 3170, said plat being incorporated by reference as if fully set out herein, and said plat being referred to in this Deed as the "Plat".

EXHIBIT B TO DEED

Grantor: Flora Development LLC  
Grantee: Salisbury Golf Partners, L.L.C

**Title Exceptions (all recording references are to the Rowan County Registry):**

1. Ad valorem property taxes for 1998 and subsequent years.
2. Rights of others in and to the waters of any branch, stream, creek, lake, pond, ditch or other watercourse which adjoins or traverses the Golf Course Property.
3. Declaration Of Covenants recorded in Book 804, Page 127.
4. The Additional Restrictions described on Exhibit C to this Deed.
5. The easements reserved/established on Exhibit D to this Deed.
6. All matters shown on the Plat.

Exceptions nos. 7 through 13 specifically relate to the portion of the Golf Course Property acquired by the Grantor by deed recorded in Book 786, Page 374:

7. Easements to the City of Salisbury recorded in Book 453, Page 285; Book 618, Page 46; and Book 769, Page 330.
8. Twenty-five (25) foot wide ingress, egress easement recorded in Book 620, Page 733.
9. Rights of way to Duke Power Company recorded in Book 236, Page 434; Book 415, Page 459; Book 622, Page 330; Book 622, Page 571.
10. Maintenance Agreement recorded in Book 623, Page 671.
11. Rights of way to Plantation Pipeline Company recorded in Book 260, Page 360; and Book 554, Pages 525 and 526.
12. Right of way to Southern Bell Telephone and Telegraph Company recorded in Book 415, Page 125.

EXHIBIT B, CONTINUED

13. Sewer Easements to the City of Salisbury recorded in Book 453, Page 290; and Book 589, Page 731.

Exceptions nos. 14 through 24 specifically relate to the portion of the Golf Course Property acquired by the Grantor by deed recorded in Book 792, Page 785:

14. Rights of way to Duke Power Company recorded in Book 338, Page 5; and Book 443, Page 118.

15. Sanitary Sewer Easements to the City of Salisbury recorded in Book 451, Page 541.

16. Rights of way for ingress, egress and regress as recorded in Book 457, Page 69; Book 468, Page 141; Book 592, Page 14 (and Book 592, Page 553); and Book 563, Page 215.

17. Terms and conditions of the Agreement recorded in Book 517, Page 101.

18. Terms and conditions of the Order recorded in Book 568, Page 992.

19. Right of way to the City of Salisbury recorded in Book 644, Page 46.

20. Right of way to Plantation Pipeline recorded in Book 370, Page 271.

21. Water Line Easement to the City of Salisbury recorded in Book 547, Page 380.

22. Right of way to Southern Bell Telephone and Telegraph Company recorded in Book 555, Page 883.

23. All rights of way and other matters shown on the plats recorded in Book of Maps Pages 1292 and 1541.

24. Easements recorded in Book 0792, Page 0783 and Book 0792, Page 0784.

EXHIBIT C TO DEED

Grantor: Flora Development LLC  
Grantee: Salisbury Golf Partners, LLC

**Additional Restrictions:**

The Golf Course Property is conveyed together with and subject to the following Additional Restrictions, which shall run with the Golf Course Property and be binding upon the Grantee and all subsequent owners of any part or all of the Golf Course Property, and which shall be for the benefit of the Grantor and all subsequent owners of any part or all of the Subdivision (the Subdivision being the Property less the Golf Course Property):

1. As long as Grantor owns any portion of the Subdivision, no site preparation (including clearing, grading and excavating), no change in grade or slope, no construction or placement of any building or exterior additions or alterations to any building, and no construction or alteration of, or changes or additions to, any other building, structure or improvement of any kind on the Golf Course Property shall be commenced, nor shall any of the same be placed, maintained or allowed to remain on the Golf Course Property, until the Grantor has approved in writing the plans and specifications therefor and the location of such improvements.

Plans and specifications may include, without limitation, one or more of the following:

- a. a site or plot plan showing the proposed location of the improvement in relation to the boundaries of the Golf Course Property and to other improvements on the Golf Course Property;
- b. type of materials, colors of finished improvements, adequacy of site dimensions, landscaping, screening, and facing of main elevation with respect to nearby streets;
- c. conformity and harmony of the external design, color, type and appearance of exterior surfaces and compatibility with existing improvements within the Subdivision and Golf Course Property;
- d. provisions for handling storm water drainage;
- e. compliance with the provisions of that certain "Agreement" between Grantor and Grantee with respect to the Golf Course Property, easements and other matters dated SEPTEMBER 12, 1997, which Agreement is incorporated by reference as if fully set out herein.

2. The Golf Course Property shall be used exclusively for the operation of a golf course and golf course related facilities thereon, and the Golf Course Property shall not be used for any other

EXHIBIT C TO DEED, CONTINUED

business, commercial, industrial, residential or other use or activity of any kind, unless otherwise allowed by this Agreement or consented to in writing by Grantor.

3. No noxious or offensive activity shall be conducted upon the Golf Course Property nor shall anything be done thereon which may be or may become a nuisance to the Subdivision. No inoperable motor vehicles, rubbish, trash, or unsightly materials of any kind may be stored, regularly placed, or allowed to remain on the Golf Course Property unless the same are wholly contained inside permanent buildings, or in containers approved by the Grantor, or are neatly kept and screened from view (in a manner approved by Grantor) from any public street or lot in the Subdivision. When not in use, all grass seed containers and other Golf Course maintenance supplies, tractors, grass mowers, other Golf Course maintenance equipment, and golf carts shall be stored inside a building or within an area approved for such storage by Grantor and screened in a manner approved by Grantor.

4. No sign of any kind shall be displayed to the public view on the Golf Course Property except for signs which are approved by Grantor as to size, location, style, colors and compatibility with the Subdivision, and which are for one or more of the following purposes: (i) advertising a golf tournament or special event; (ii) identifying the Golf Course; (iii) golf hole signs identifying the golf hole and its characteristics; (iv) Golf Course directional signs; and (v) any other purpose approved by Grantor.

5. Unless approved in writing by Grantor, no permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any building or other structure on the Golf Course Property, nor shall any temporary or permanent towers or antennas be installed on any portion of the Golf Course Property.

6. Grantee shall provide for adequate parking space on the Golf Course Property for motor vehicles of all of the Grantee's employees, agents and contractors, and for patrons of the Golf Course. Grantee shall be responsible for prohibiting its employees, agents, contractors and the Golf Course patrons from parking motor vehicles within the rights of way of the public and private streets and driveways located both in and adjoining the Subdivision. In addition and supplemental to the prohibitions on parking set forth in this paragraph the property owner's Association established pursuant to the Master Declaration is empowered to promulgate and enforce rules and regulations relating to parking on the public and private streets in and adjoining the Subdivision.

7. Grantee shall at all times operate and maintain the Golf Facility as a first class facility, equal to or exceeding the standards of the comparable golf courses described in the Agreement, as such courses exist on the Date of Execution of the Agreement, and Grantee shall establish rules and regulations for conduct in and around the Golf Course Property that are consistent with such first class facility operation.

EXHIBIT C TO DEED, CONTINUED

8. Without the written consent of Grantor, Grantee shall operate any driving range or other outdoor golf practice facility on the Golf Course Property only during daylight hours.

9. Grantor reserves the right to subject the Golf Course Property to a contract with Duke Power Company (or other applicable electrical utility provider) for the installation of above ground or underground electric cables and lines and/or the installation of street lighting, either or both of which may require an initial payment and/or a continuing monthly payment to Duke Power Company (or such other utility provider) by the Grantee and owners of lots in the Subdivision.

10. A perpetual, non-exclusive easement over and upon the Golf Course Property is hereby established for the City and all utility providers serving the Golf Course Property, and their agents and employees, for the purpose of setting, removing and reading utility meters, maintaining, repairing and replacing utility or drainage connections, and acting for other purposes consistent with the public safety and welfare, including, without limitation, police and fire protection.

11. Grantor and any other person for whose benefit these Additional Restrictions are imposed shall have the right to enforce the provisions hereof, which enforcement may be by any proceeding at law or in equity against any person or legal entity violating or attempting to violate any such provision, to restrain (by temporary restraining order, injunction or otherwise) the violation or to recover damages for the violation or both, and it shall not be necessary to prove damages or to seek first to recover damages prior to seeking restraint of any such violation. Any failure by the Grantor or such other person to enforce any provision of these Additional Restrictions shall not constitute a waiver of the right to do so thereafter with respect to the same or any other violation of the provisions hereof.

With respect to numbered paragraphs 1, 3, 4 and 5 of this Exhibit C, after Grantor no longer owns any portion of the Subdivision: (i) all improvements constructed, installed, used, operated or maintained on the Golf Course Property shall be substantially similar in style and quality to those improvements whose plans and specifications were approved by Grantor as aforesaid; (ii) all Golf Course maintenance areas, equipment and supplies, and outbuildings on the Golf Course Property, shall continue to be stored or screened from the view of adjoining portions of the Subdivision in a manner substantially similar to the storage or screening during the time Grantor owned part of the Subdivision; (iii) all containers used to store unsightly materials shall be substantially similar to the containers used during the time Grantor owned part of the Subdivision; (iv) all signs displayed to public view on the Golf Course Property shall be substantially similar to signs that were approved by Grantor during the time Grantor owned a portion of the Subdivision; and (v) all permanent attachments, towers or antennas, if any, shall be substantially similar to any of same that were approved by Grantor during the time Grantor owned a portion of the Subdivision.



EXHIBIT D TO DEED  
EASEMENTS

Grantor: Flora Development LLC  
Grantee: Salisbury Golf Partners, LLC

**Rights and Easements Reserved/Established by Grantor:**

1. The parties acknowledge that the Golf Course Property contains one or more ponds or creeks from which Grantee will obtain water to irrigate the Golf Course. Grantor reserves a perpetual, non-exclusive easement, to connect to the Golf Course irrigation system, at one or more locations on the Golf Course Property, and to obtain from and through the Golf Course irrigation system and the ponds located on the Golf Course Property water to irrigate the bushes, trees, flowers and other landscaping materials at the entrance to the Subdivision at Jake Alexander Boulevard, along the main entrance road for the Subdivision that intersects with Jake Alexander Boulevard, around the swim/tennis facility, and for other landscaped areas within the Subdivision for which either Grantor or a homeowner's or property owner's association will be responsible for maintaining. Grantor shall be solely responsible for the installation, operation, maintenance, repair, replacement and removal of all pipes required for such connections and for conveying water to the foregoing areas, and included in this easement shall be those areas of the Golf Course Property within which such pipes are located and other areas reasonably necessary for the full exercise of the easement. All such pipes shall be located underground, and with respect to all such connections Grantor shall install its own irrigation control devices and pay for the electricity required to operate such devices. No payment to Grantee shall be required of Grantor for any such connection or for the reasonable use of water from the Golf Course irrigation system or the ponds.

Grantor further reserves a perpetual, non-exclusive easement to drain water from any pond or other water impoundment area on the Golf Course Property to the extent necessary to eliminate any overflow or backup of water from such ponds and other water impoundment areas onto the Subdivision.

2. Grantor reserves a perpetual, non-exclusive easement, at its own cost and expense, to construct, operate, use, maintain, repair, replace and remove, over, upon and in the Connectors, any and all of the following: public streets, sidewalks, sanitary sewer pipes, water pipes, storm drainage pipes, electric lines, telephone lines, natural gas lines, cable television lines and all other utilities necessary or desirable in connection with Grantor's development of the Subdivision.

EXHIBIT D TO DEED, CONTINUED

3. Grantor reserves a perpetual, non-exclusive easement over and upon the portion of the Golf Course Property on which the silo with the name "Crescent" painted thereon is located (the "Crescent Silo") and the portions of the Golf Course Property that provide reasonable access to the Crescent Silo, for the purpose, at Grantor's option and without any obligation, to use, operate, repair, maintain, replace and remove the Crescent Silo. Except in emergency situations, Grantor agrees to exercise this easement at reasonable times and with a good faith effort to minimize interference with the use and operation of the Golf Course.

4. Grantor reserves perpetual, non-exclusive easements over, under and upon all of those areas designated on the Plat as "50' Sign & Landscape Easement", for the purposes of installing, constructing, using, operating, repairing, replacing, removing and maintaining all of the following:

- a. signs, walls, fences, monuments, statues and other decorative features; and
- b. landscaping, including, without limitation, grass, flowers, shrubs and trees; and
- c. lights to illuminate the signs, walls, monuments and other decorative features.

The foregoing items are referred to in this Agreement as "Sign and Landscape Features", and the foregoing easements are referred to in this Agreement as "Sign and Landscape Easements". The Sign and Landscape Easements include the right to install, construct, use, operate, repair, replace, remove and maintain within the boundaries of the easements all sanitary sewer, water, storm drainage, electricity, telephone, natural gas, cable television and other utilities, and all associated all pipes and lines, deemed necessary by Grantor in connection with the Sign and Landscape Easement Features.

Grantor agrees to consult with Grantee regarding any improvements that Grantor intends to install in any Sign and Landscape Easement, so that the parties may discuss the impact of such improvements on the Golf Course Property and the impact on such improvements from golfers and from maintenance of the Golf Facility and the Golf Course Property. Provided, however, Grantee acknowledges that Grantor previously has commenced construction of the Subdivision entrance features in the Sign and Landscape Easements on the portions of Tract 1 and Tract 5 adjoining Jake Alexander Boulevard North and adjoining a portion of the "Future 50' RW" as shown on the Plat, and with respect to such entrance features, Grantor agrees to consult with Grantee regarding any landscaping on the sides of such features that face the Golf Course.

EXHIBIT D TO DEED, CONTINUED

With respect to any of the Sign and Landscape Easements that are located on areas of the Golf Course Property over which Grantee desires to construct, use, operate, repair, replace, remove and maintain golf cart paths, Grantor agrees to cooperate with Grantee to provide adequate space for such golf cart paths that is clear of Sign and Landscape Features (except for any pipes and lines located underground), including an adequate work area for repair and maintenance of the golf cart paths.

5. In connection with storm water drainage, hereinafter referred to as "Drainage", and utilities (which include, without limitation, sanitary sewer, water, electricity, telephone, natural gas, cable television), hereinafter referred to as "Utilities", Grantor reserves the following easements:

a. A perpetual, non-exclusive easement over, under and upon the Golf Course Property, for the discharge of storm water onto the Golf Course Property from one or more locations on the Subdivision, the Golf Course Property or on a public or private street right of way adjoining or within the Property, such locations being as determined by Grantor's engineers in connection with the design of the Drainage system for the Subdivision and, if required, as approved by the City. Such storm water discharges may occur from streets, from pipes, or from subdivided lots or other portions of the Subdivision owned by Grantor or persons other than Grantor over which water is channeled or directed or flows as a result of the topography of such portion of the Subdivision or pursuant to private Drainage easements shown on recorded plats of such portions of the Subdivision. Notwithstanding anything to the contrary or any other provision contained in this Agreement, neither Grantor nor any other such person shall be liable for any damages to the Golf Course Property arising out of, resulting from, or caused by any such storm water discharge.

b. A perpetual, non-exclusive easement for Grantor and the providers of Utilities to the Subdivision, over, under and upon the Golf Course Property to construct, install, use, operate, repair, replace, remove, relocate and maintain pipes and lines for Drainage and Utilities at one or more locations on the Golf Course Property in accordance with the engineering plans and specifications for the Subdivision and/or as required by the providers of Utilities. Notwithstanding anything to the contrary or any other provisions contained in this Agreement, following the each and every exercise of this easement, the sole liability and responsibility of Grantor or the provider of the Utilities to repair any damages to the Golf Course Property arising out of, resulting from or caused by the exercise of the easement, shall be to fill, or backfill, as the case may be, all holes and trenches with sufficient soil to restore same to the same gradient level it had prior to the exercise of the easement, and to repair any Golf Course irrigation and utility lines or other Golf Course equipment or apparatus damaged as a result of any exercise of the easement.

EXHIBIT D TO DEED, CONTINUED

c. Grantor reserves for itself and the City perpetual, non-exclusive easements for sanitary sewer lines crossing Tract 4 as shown on the Plat, for the purpose of constructing, installing, using, operating, repairing, replacing, removing, relocating and maintaining one or more sanitary sewer lines therein. Grantor has informed Grantee, and Grantee acknowledges, that (i) the location of some or all of the sanitary sewer easements shown on the Plat may be approximate, and (ii) the City is relocating portions of an existing sanitary sewer line crossing Tract 4, and the location of portions of the new sanitary sewer easement for the relocated sanitary sewer line may be approximate. Accordingly, Grantee acknowledges and agrees that portions of these easements may be relocated as finally determined by the engineering plans for the Subdivision or as approved by the City, and as shown on a plat or contained in a document recorded in the Rowan County Registry. Grantor specifically reserves the right, following closing, to record plats and documents that relocate any or all of the foregoing easements based upon the location of the pipes and lines as actually constructed.

d. Grantor agrees that in the engineering and design of Drainage and Utilities, Grantor will endeavor in good faith to interfere as little as reasonably possible with the Golf Course teeing areas and greens. Grantor agrees to consult with Grantee regarding the design, location and installation of Drainage and Utilities to discuss the impact of same on the Golf Course Property and, with respect to Drainage, to discuss alternatives to any proposed installation of Drainage pipes on the Golf Course Property. If Drainage pipes on the Golf Course Property are determined by Grantor's engineer to be necessary, Grantor and Grantee agree to share equally the cost of installation of such pipes.

e. For a period of five (5) years following closing, Grantor reserves, for itself and its agents (specifically including real estate agents who are marketing/selling property in the Subdivision for or on behalf of the Grantor) to drive golf carts over and upon the golf cart paths on the Golf Course Property for the purpose of showing the Golf Course and/or the Subdivision to prospective Grantees of subdivided lots or other property in the Subdivision.

6. Grantor reserves a perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress and regress over and upon that portion of Tract 2 that is bounded by the following lines as shown on the Plat: L49, L50, C6 and a line that connects the new iron pipe between C6 and L48 with the new iron pipe between L50 and C7. The purpose of this easement is to provide access from the portions of the Subdivision that adjoin the western boundary of Tract Two and are separated by the portion of Tract 2 located within the foregoing described lines.

EXHIBIT D TO DEED, CONTINUED

7. Tract 3A, Tract 3B, and Tract 5A as described on Exhibit A (said tracts also are referred to herein as the "Connectors") are conveyed subject to all of the following:

a. Grantor reserves the right at any time to dedicate the Connectors as part of the public street rights of way for streets in the Subdivision, subject to all rights of the City and the public that attach to or run with public street rights of way;

b. Grantor, for itself and its successors and assigns, including the City, reserves a perpetual right and easement to construct, install, use, operate, maintain, repair, replace and remove within the Connectors streets, sidewalks, sanitary sewer pipes, water pipes, storm drainage pipes and structures, electric lines, telephone lines, natural gas lines, cable television lines and other utilities that Grantor deems necessary or desirable in connection with Grantor's development of the Subdivision;

c. Any mortgage, deed of trust, Uniform Commercial Code financing statement or other instrument executed by Grantee to evidence a lien on the Connectors shall provide the following:

i. immediately upon dedication of the Connectors as part of public street rights of way as evidenced by a plat approved by the City and recorded in the Rowan County, NC Registry, the Connectors will be automatically released from the lien of any such mortgage, deed of trust, Uniform Commercial Code financing statement or other lien; and

ii. following dedication of the Connectors as part of public street rights of way as evidenced by a plat approved by the City and recorded in the Rowan County, NC Registry at Grantor's request the owner and holder of said mortgage, deed of trust, Uniform Commercial Code financing statement or other lien shall immediately execute a document (in recordable form and reasonably acceptable to such owner/holder) releasing the Connectors from the lien of said mortgage, deed of trust, Uniform Commercial Code financing statement or other lien, but the execution and recordation of such document is not required to effectuate the release.

d. Grantee shall execute all plats and other documents reasonably required to effectuate the dedication of the Connectors as public street rights of way including, without limitation, a general warranty deed conveying to Grantor (or to the City at Grantor's request) fee simple title to the Connectors, subject only to the Permitted Title Exceptions.

EXHIBIT D TO DEED, CONTINUED

e. Grantee shall at all times keep the Connectors free and clear of any and all liens that may be filed by any persons who assert a lien against the Connectors for labor or materials provided to Grantee or to Grantee's contractors or subcontractors for improvements to the Connectors or the Golf Course Property.

**Easements Conveyed With the Golf Course Property:**

1. Grantor grants to Grantee a perpetual, non-exclusive easement over and upon an area of the Subdivision located generally between the southeastern boundary of Tract 5 (somewhere between the beginning of L189 and the end of C17, moving in a west to east direction) and a "Future 50' RW" as shown on the shown on the Survey, the exact location of such easement to be determined when the design and engineering plans and specifications have been completed for the portion of the Subdivision that adjoins the western, southern and eastern boundaries of Tract 5. This easement shall be for ingress and egress by golfers, whether walking or riding in golf carts, between golf holes 11 and 12 as shown on the Survey, and for ingress and egress by the Grantee and its employees, agents and contractors for the purpose of operating and maintaining the Golf Course. Any golf cart path constructed by Grantee within the easement shall be constructed in accordance with the approved Golf Facility Plans and Specifications, and Grantee shall at all times be responsible for the proper repair and maintenance of such golf cart path. Grantor also grants to Grantee a temporary, non-exclusive easement for the foregoing purposes over and upon the "20' Cart Path Esmnt" as shown on the Survey, which temporary easement shall expire at such time as the exact location of the easement has been determined. Upon determination of the exact location of the easement, Grantor shall record in the Rowan County, North Carolina Registry a plat or instrument establishing such location of the easement.

2. Grantor grants to Grantee a perpetual, non-exclusive easement over and upon the portion of the Subdivision that is located between the eastern boundary of Tract 1 and the western boundary of Tract 2 as shown on the Survey, the exact location of such easement to be determined when the design and engineering plans and specifications have been completed for such portion of the Subdivision. This easement shall be for ingress and egress by golfers, whether walking or riding in golf carts, between Tract 2 and golf hole 10 as shown on the Survey, and for ingress and egress by the Grantee and its employees, agents and contractors for the purpose of operating and maintaining the Golf Course. Any golf cart path constructed by Grantee within the easement shall be constructed in accordance with the approved Golf Facility Plans and Specifications, and Grantee shall at all times be responsible for the proper repair and maintenance of such golf cart path. Grantor also grants to Grantee a temporary, non-exclusive easement for the foregoing purposes over and upon such portion

EXHIBIT D, CONTINUED

of the Subdivision, which temporary easement shall expire at such time as the exact location of the easement has been determined. Upon determination of the exact location of the easement, Grantor shall record in the Rowan County, North Carolina Registry a plat or instrument establishing such location of the easement.

Rowan County Assessor's Office  
Multiple Parcel Identification

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT
326		011					P	22

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT
326		241					P	22

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Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT

Tract/Lot \_\_\_\_\_ Parcel ID 

MAP	S/M	PAR	S/P	U/I/N	L/I/N	C/C	PART	INT