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Rockingham County, North Carolina  
Benjamin J. Curtis, Register of Deeds

Recorded By: DELANEY HUTCHENS

Prepared by Teramore Development, LLC (Courtney Williams)

Upon recording, please return to:

Longleaf Law Partners (VDW)

4509 Creedmoor Rd., Suite 302

Raleigh, NC 27612

STATE OF NORTH CAROLINA

COUNTY OF ROCKINGHAM

**EASEMENT AGREEMENT**  
**WITH COVENANTS AND RESTRICTIONS**

This EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (this "Agreement") is made this 8th day of February, 2021, by and between **LEON ALLEN CLARK & AUDREY M. CLARK** ("Clark"), and **TERAMORE DEVELOPMENT, LLC**, a Georgia limited liability company ("Teramore") (hereinafter sometimes collectively referred to as the "Parties" or "Owners").

RECITALS:

WHEREAS, Teramore is the owner of 1.988 acres, more or less, of real property located in Rockingham County, North Carolina, which property is more specifically described on Exhibit "A" attached hereto and which has been subdivided out of the Clark Tract described below (the "Teramore Tract");

WHEREAS, Clark is the owner of 13.185 acres, more or less, of real property located in Rockingham County, North Carolina and which is more specifically described on Exhibit "B" attached hereto (the "Clark Tract"; the Teramore Tract and Clark Tract each being herein sometimes individually as a "Tract" and collectively as the "Tracts");

WHEREAS, Teramore and Clark desire to obtain certain easements and rights benefiting and burdening the Tracts, as hereinafter provided.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and the premises and the benefits to be derived by Clark and Teramore and every subsequent "Owner" (which, for

submitted electronically by "Longleaf Law Partners"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Rockingham County Register of Deeds.

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purposes hereof, shall mean the record owner, whether one or more persons or entities, of a fee simple or equitable title to any portion of the Clark Tract or the Teramore Tract, along with such record owner's tenants, but shall not include those holding title merely as security for the performance of an obligation), their heirs, successors, successors-in-title and assigns, and incorporating the foregoing recital of facts, Clark and Teramore hereby agree as follows:

1. Restrictive Covenants and Sight Triangle Easement.
  - a. Restrictions on Clark Tract. Clark covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Clark Tract for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.
  - b. Use Restrictions on Clark Tract and Teramore Tract. Each of Clark and Teramore covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of its Tract to be used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the Clark Tract or Teramore Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.
  - c. Sight Triangle Easement. Clark hereby declares, establishes and creates for the benefit of the Owner of the Teramore Tract a perpetual easement of right to receive light, air, and unobstructed view over that portion of the Clark Tract which is shown on Exhibit "C" and more specifically described on Exhibit "D" as the "Sight Triangle Easement," both attached hereto, to the extent that said light, air, and view will be received and enjoyed by limiting any structure, fence, trees, shrubs, or other object whatsoever upon said property hereinabove described or any

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part thereof, to a height not extending above a horizontal plane five feet above the level of the paved road known as North Carolina State Highway 14/87 as the paved road level now exists at the junction of the Western boundary line of the Teramore Tract and the Eastern boundary line of the Clark Tract ("Sight Triangle Easement Area"). Any obstruction of such view above said horizontal plane by fences, structures, newly planted trees, or other man-made obstructions shall be considered an unauthorized interference with such right of easement and shall be removed upon demand at the expense of the Owner of the Clark Tract. Any Owner of the Teramore Tract shall have the right, but not the obligation, to enter the Clark Tract for the purpose of periodic clearing the Sight Triangle Easement Area from underbrush, tree saplings, and overgrowth that accumulates in the Sight Triangle Easement Area from time to time.

d. The restrictive covenants and sight triangle easement imposed on the Tracts by this Section 2 of the Agreement shall run with the Tracts and shall be binding upon Clark and Teramore, their successors, heirs and assigns, perpetually to the extent provided by law; provided that, the restrictive covenants and sight triangle easement contained in this Section 2 of the Agreement shall terminate upon the business located on the Teramore Tract ceasing to be leased or otherwise occupied by Dollar General, its successors and/ or assigns (construction of or temporary closure of the business located on the Teramore Tract as a Dollar General, or change of the name of the business to reflect a name change, merger, or sale at the corporate level by Dollar General, its successors, or assigns, shall not constitute termination of the Dollar General lease on the Teramore Tract).

e. Clearing of Site Triangle Easement Area. Teramore hereby agrees that it shall clear the trees, shrubs and debri within the Sight Triangle Easement area so as to ensure the Sight Triangle Easement Area conforms to the requirements of Section 1 (c) of this Agreement. All costs of this initial clearing shall be borne by Teramore. In furtherance of the obligations of Teramore set forth in this paragraph, Clark does hereby grant, bargain and convey to Teramore a non-exclusive, temporary construction easement over, across, upon and under the Sight Triangle Easement Area and those portions of the adjoining Clark Tract that are reasonably necessary for Teramore to access in order to clear the Sight Triangle Easement Area. The temporary construction easement shall terminate upon completion of the aforementioned clearing work, but no later than June 30, 2021.

2. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements on its Tract or as otherwise permitted herein, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

3. Captions; Severability. The captions of each section of this Agreement are inserted for convenience only and shall not be construed as defining, limiting, extending or otherwise modifying or adding to the substance of the particular Section to which they refer. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement shall be or become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null

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or void, the remaining sections, subsections, paragraphs, sentences, clauses and phrases, nevertheless, will continue to remain in full force and effect.

4. Consent of Secured Party. The Parties represent and warrant that there are no security interests affecting the Tracts. It is the intent of the Parties hereto that the restrictions in this Agreement shall be prior and superior to the title, lien and encumbrance of any and all mortgages, security agreements, leases and all other interests in and encumbrances upon the property burdened by said restrictions.

5. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the express parties hereto and their successors, tenants or assigns any rights or remedies under or by reason of this Agreement.

6. Dispute Costs. If any dispute shall arise between the parties with respect to this Agreement, the prevailing party shall be reimbursed by the other for any and all reasonable costs incurred as a result of said dispute, including but not limited to, attorneys' fees at both the trial and appellate levels.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all related provisions in any prior agreements.

8. Amendments. No amendment to this Agreement shall be binding on any party, unless in writing, duly executed by both parties hereto, with the same degree of formality as this Agreement, and only with the prior consent of Dollar General Corporation, so long as it, its successors, affiliates, assigns or assignees, is leasing or otherwise occupying the Teramore Tract (construction of or temporary closure of the business located on the Teramore Tract as a Dollar General, or change of the name of the business to reflect a name change, merger, or sale at the corporate level by Dollar General, its successors, or assigns, shall not constitute termination of the Dollar General lease on the Teramore Tract).

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

10. Nature of Easements. The easements, rights, obligations, covenants and privileges herein granted and established are intended to and do benefit and burden the Tracts, shall run with and be appurtenant to the title to the Tracts, perpetually to the extent provided by law, and shall benefit the Owners of the Tracts, from time to time, and each such Owner's successors, assigns, successors-in-title, invitees, employees and tenants.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina, or any applicable political subdivision hereof, without regard to principles of conflict of laws.

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12. Marketable Title Act. It is the intention of the Parties that this Agreement exist and continue until terminated as provided herein, and that it constitute an exception to any automatic termination or expiration provision that might be applicable under the Real Property Marketable Title Act as contained in Chapter 47B of the North Carolina General Statutes, or under any successor or replacement statute or any other legal requirement that would or could terminate this Agreement other than in the matter provided for termination herein. Accordingly, any Owner, in its discretion, may re-record this Agreement or some other memorandum or other notice hereof in the Rockingham County Registry of Deeds in order to continue this Agreement in full force and effect and/or to qualify this Agreement as an exception to any such automatic termination or expiration provision of the Real Property Marketable Title Act.

{Signatures Continue on the Following Page}

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COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Clark has set his hand and seal on the day, month, and year first above written.

"Clark"

Leon Allen Clark (SEAL)  
LEON ALLEN CLARK

Rockingham COUNTY, NORTH CAROLINA

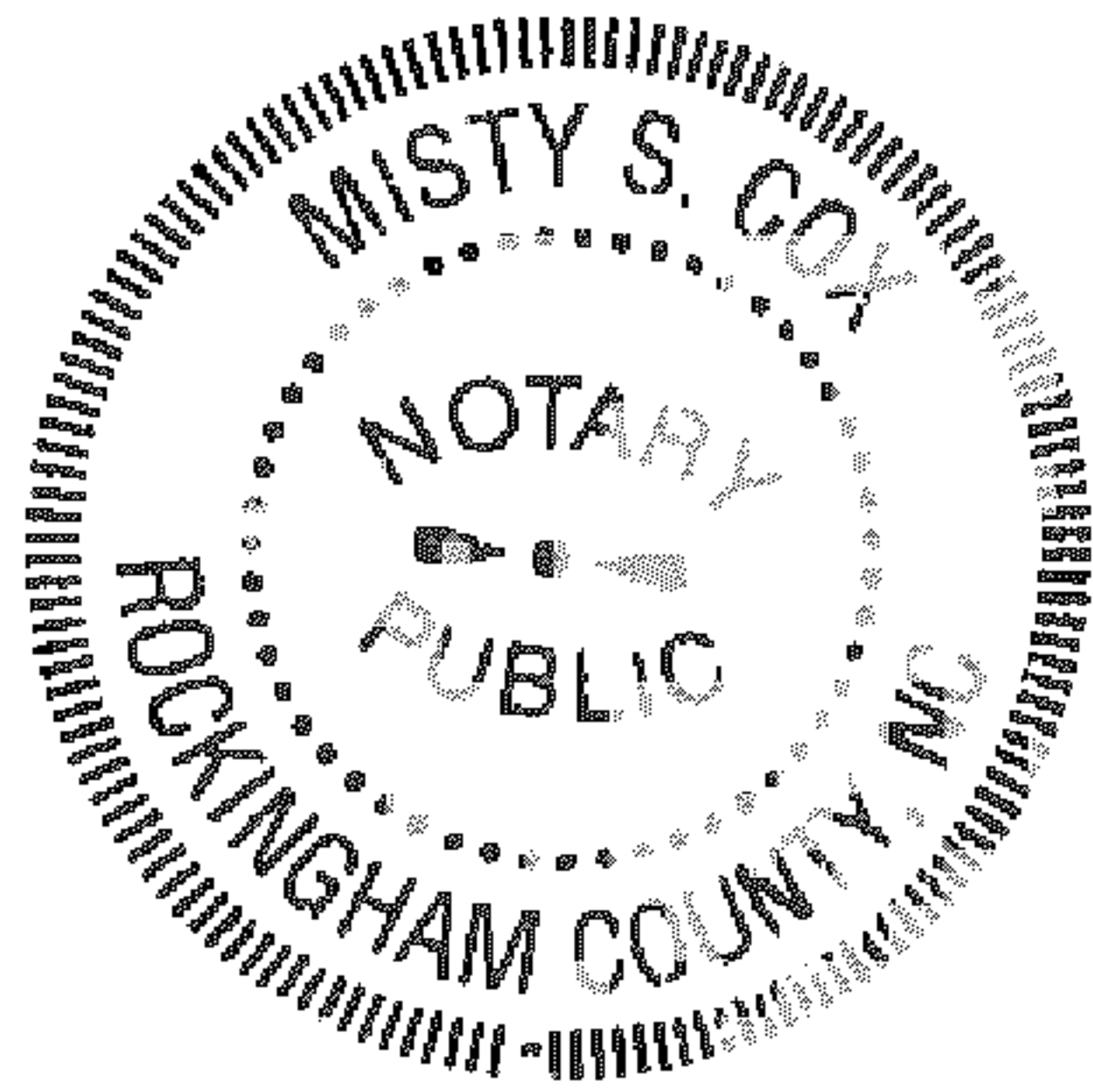
I certify that the following person personally appeared before me this 1 day of February, 2021 and acknowledged to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Leon Allen Clark.

Misty S. Cox  
Notary Public  
Print Name: Misty S Cox

My Commission Expires:

12-5-2025  
[Affix Notary Stamp or Seal]

[Signatures continue on the following page.]



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COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Clark has set her hand and seal on the day, month, and year first above written.

"Clark"

Audrey M. Clark (SEAL)  
AUDREY M. CLARK

Rockingham COUNTY, NORTH CAROLINA

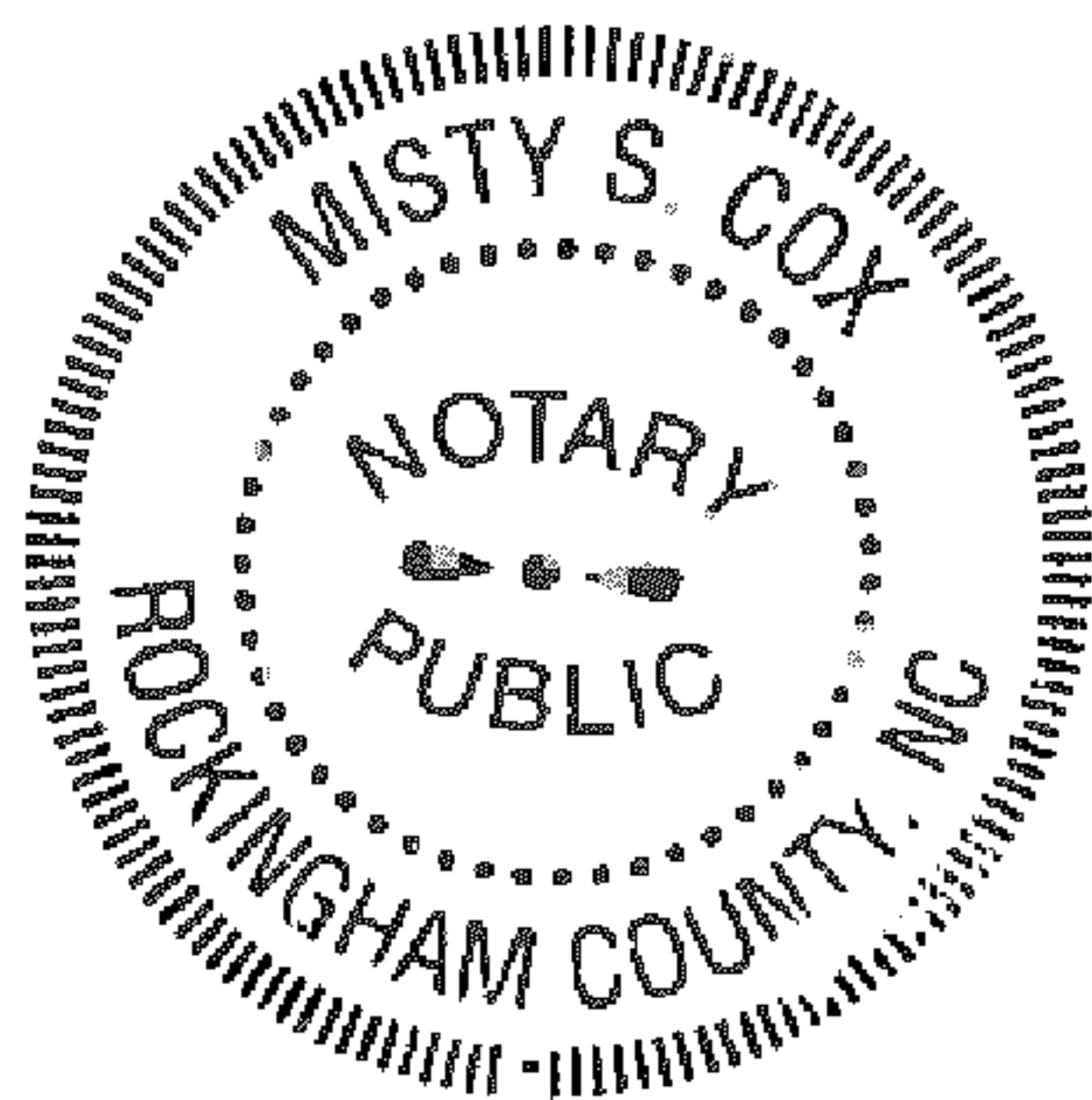
I certify that the following person personally appeared before me this 1 day of February, 2021 and acknowledged to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Audrey M. Clark.

Misty S. Cox  
Notary Public  
Print Name: Misty S. Cox

My Commission Expires:

12-5-2025  
[Affix Notary Stamp or Seal]

[Signatures continue on the following page.]



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COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned Teramore has set its hand and seal on the day, month, and year first above written.

"Teramore"

TERAMORE DEVELOPMENT, LLC,  
a Georgia limited liability company

By: [Signature] (SEAL)  
Steve Hufstetler, Manager

THOMAS COUNTY, GEORGIA

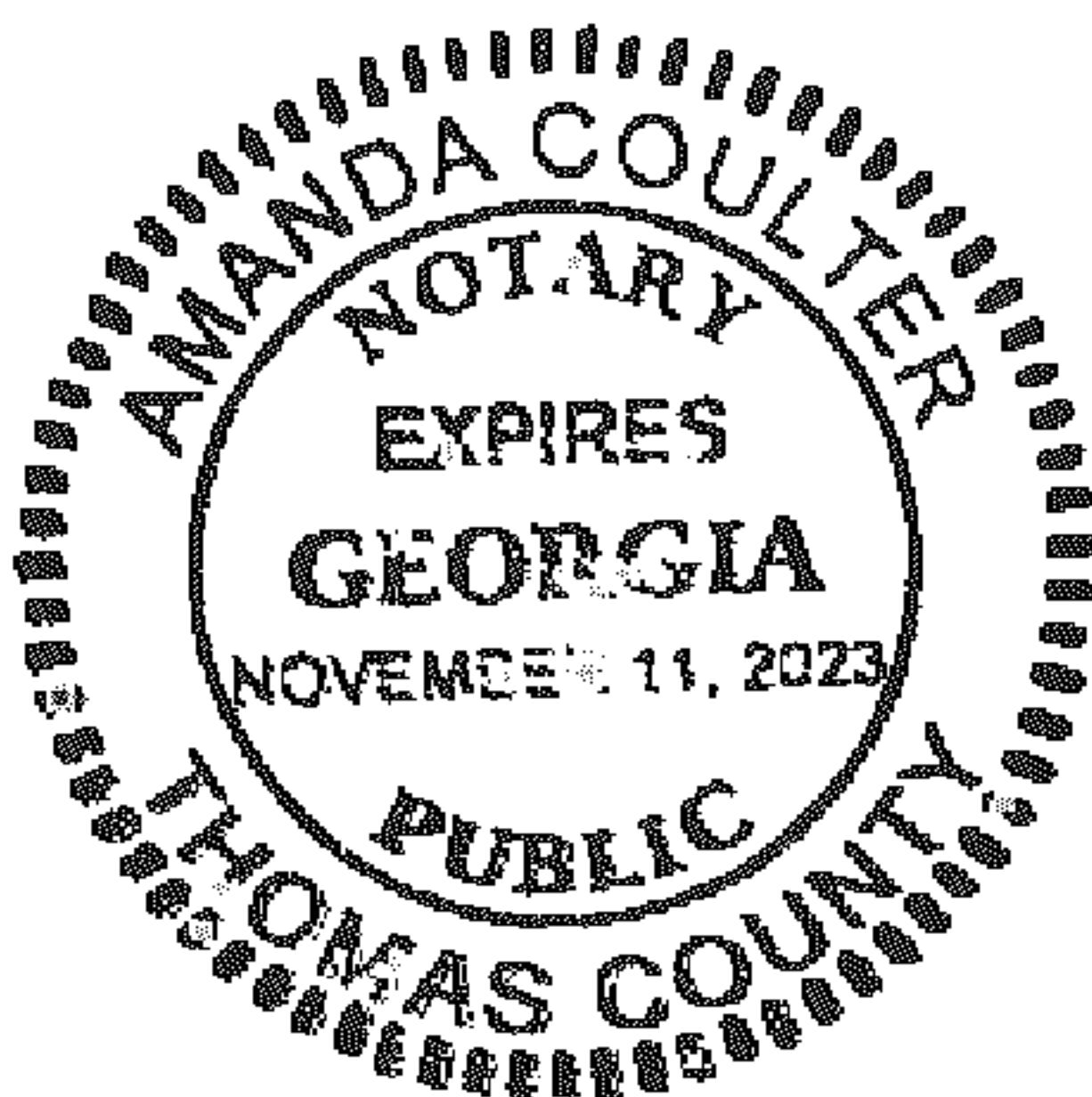
I certify that the following person personally appeared before me this 5<sup>th</sup> day of February, 2021 and acknowledged to me that STEVE HUFSTETLER voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Manager of Teramore Development, LLC.

[Signature]  
Notary Public  
Print Name: Amanda Coulter

My Commission Expires:

11/11/23

[Affix Notary Stamp or Seal]





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EXHIBIT "A"

THE TERAMORE TRACT

All that tract or parcel of land, lying and being in the Leaksville Township, Rockingham County, North Carolina containing 86,615 square feet or 1.988 acres, more or less, and being more particularly described as follows:

COMMENCING at NGS Monument 'Island', said monument having North Carolina State Plane coordinates (NAD 83(2011) N: 1,014,846.64 sFT, E: 1,763,742.47 sFT, said monument being the POINT OF COMMENCEMENT; thence, along a tie line N70°13'39"W a distance of 363.07' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87 (75' public R/W), said point having North Carolina State Plane coordinates N: 1,014,723.81 sFT, E: 1,764,084.13 sFT, and said point being the POINT OF BEGINNING;

Thence, through the lands of Leon A. Clark and Audrey M. Clark (Deed Book 950, page 1463, Rockingham County Register of Deeds) the following three (3) courses:

- 1.) N31°12'36"E a distance of 245.74' to a point marked by a 1/2" rebar set;
- 2.) S64°01'22"E a distance of 292.16' to a point marked by a 1/2" rebar set;
- 3.) S18°05'57"W a distance of 281.37' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87';

thence, along the northeast right of way of NC Highway 14/87 along a spiral curve to the right to a point marked by a 1/2" rebar set, said spiral curve having a spiral length of 199.00', a spiral angle of 6°00', and a tie line between the ends of the spiral curve of N31°23'26"W and a distance of 198.93'; thence, along a circular curve to the right an arc distance of 157.26' to a point marked by a 1/2" rebar set, said curve having a radius of 1357.40', a chord bearing of N54°53'40"W, and a chord distance of 157.17', said point being the POINT OF BEGINNING.

This tract of land is a portion of the property described in Deed Book 950, page 1463, Rockingham County, North Carolina Register of Deeds office.

The above-described property is further shown as "TRACT 1" on that certain subdivision plat entitled "Minor Subdivision Plat for Teramore Development, LLC, Leon A. Clark & Audrey M. Clark" prepared by Donaldson Garrett & Associates, Inc., John M. Story, P.L.S. No. L-3840, dated September 21, 2020 and recorded in Plat Book 87, Page 73, Rockingham County Registry. Said plat of survey is incorporated herein by reference.

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## EXHIBIT "B"

THE CLARK TRACT

All that tract or parcel of land, lying and being in the Leaksville Township, Rockingham County, North Carolina containing 574,330 square feet or 13.185 acres, more or less, and being more particularly described as follows:

COMMENCING at NGS Monument 'Island', said monument having North Carolina State Plane coordinates (NAD 83(2011) N: 1,014,846.64 sFT, E: 1,763,742.47 sFT, and said monument being the POINT OF COMMENCEMENT; thence, along a tie line S70°13'39"E a distance of 363.07' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87 (75' public R/W), said point being the POINT OF BEGINNING; thence, along a circular curve to the right in the northeast right of way line of NC Highway 14/87 an arc distance of 256.87' to a point, said curve having a radius of 1357.40', a chord bearing of N46°09'16"W and a chord distance of 256.48'; thence, continuing along a curve to the right in the northeast right of way line of NC Highway 14/87 an arc distance of 64.58' to a point marked by a 1/2" rebar set, said curve having a radius of 1357.40', a chord bearing of N39°22'13"W and a chord distance of 64.58'; thence, along the common boundary line with Roger D. Joyner and Bonnie J. Joyner (Deed Book 1323, page 1951, Rockingham Register of Deeds office) the following three (3) courses:

- 1.) N81°04'19"E a distance of 65.62' to a point marked by a 1/2" rebar set;
- 2.) N00°21'40"E a distance of 40.00' to a point marked by a 1/2" rebar set;
- 3.) S89°38'20"E a total distance of 1012.18' (passing a 1/2" rebar set as a witness monument at 987.18') to a point in the center of an existing creek;

thence, along the centerline of the creek that also forms a common boundary with Roger D. Joyner and Bonnie J. Joyner, the following fifteen (15) courses:

- S33°25'18"E a distance of 17.08' to a point;
- 1.) S46°20'49"E a distance of 46.04' to a point;
  - 2.) S19°45'50"E a distance of 36.20' to a point;
  - 3.) S25°04'25"E a distance of 46.65' to a point;
  - 4.) S12°53'24"W a distance of 24.06' to a point;
  - 5.) S55°55'35"E a distance of 33.75' to a point;
  - 6.) S87°32'30"E a distance of 52.33' to a point;
  - 7.) S65°13'27"E a distance of 51.17' to a point;
  - 8.) S18°28'28"W a distance of 24.86' to a point;
  - 9.) S49°51'34"E a distance of 61.51' to a point;
  - 10.) S33°07'40"E a distance of 94.05' to a point;
  - 11.) N70°38'06"E a distance of 37.94' to a point;
  - 12.) N34°19'07"E a distance of 7.40' to a point;
  - 13.) S86°45'36"E a distance of 31.57' to a point;
  - 14.) S58°18'56"E a distance of 11.36' to a point;

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thence, leaving the centerline of the creek along the common boundary with Michael Evan Brooks and Brittany Lane Brooks (Deed Book 1103, page 678), Teresa Dunn Archibald (Deed Book 745, page 123), and the W.L. Rentz Heirs (Deed Book 92-E, page 296) S04°13'13"W a total distance of 384.40' (passing an axle found at 25.06') to a point marked by a 1/2" rebar set; thence, continuing along the common boundary with the W.L. Rentz Heirs the following two (2) courses:

- 1.) S83°40'41"W a distance of 216.32' to a point marked by a 1/2" rebar set;
- 2.) S25°55'41"W a distance of 50.06' to a point marked by a 1/2" rebar set on the northwest right of way line of NC Highway 14/87;

thence, along the northeast right of way line of NC Highway 14/87 N64°12'48"W a distance of 629.59' to a point marked by a 1/2" rebar set; thence, continuing along the northeast right of way line of NC Highway 14/87 along a spiral curve to the right a spiral distance of 93.90', a spiral angle of 6°00' and a tie line between the ends of the spiral curve of N64°00'53"W and a distance of 93.90'; thence, leaving the northeast right of way line of NC Highway 14/87 through the lands of Leon A. Clark and Audrey M. Clark (Deed Book 950, page 1463) the following three (3) new lines:

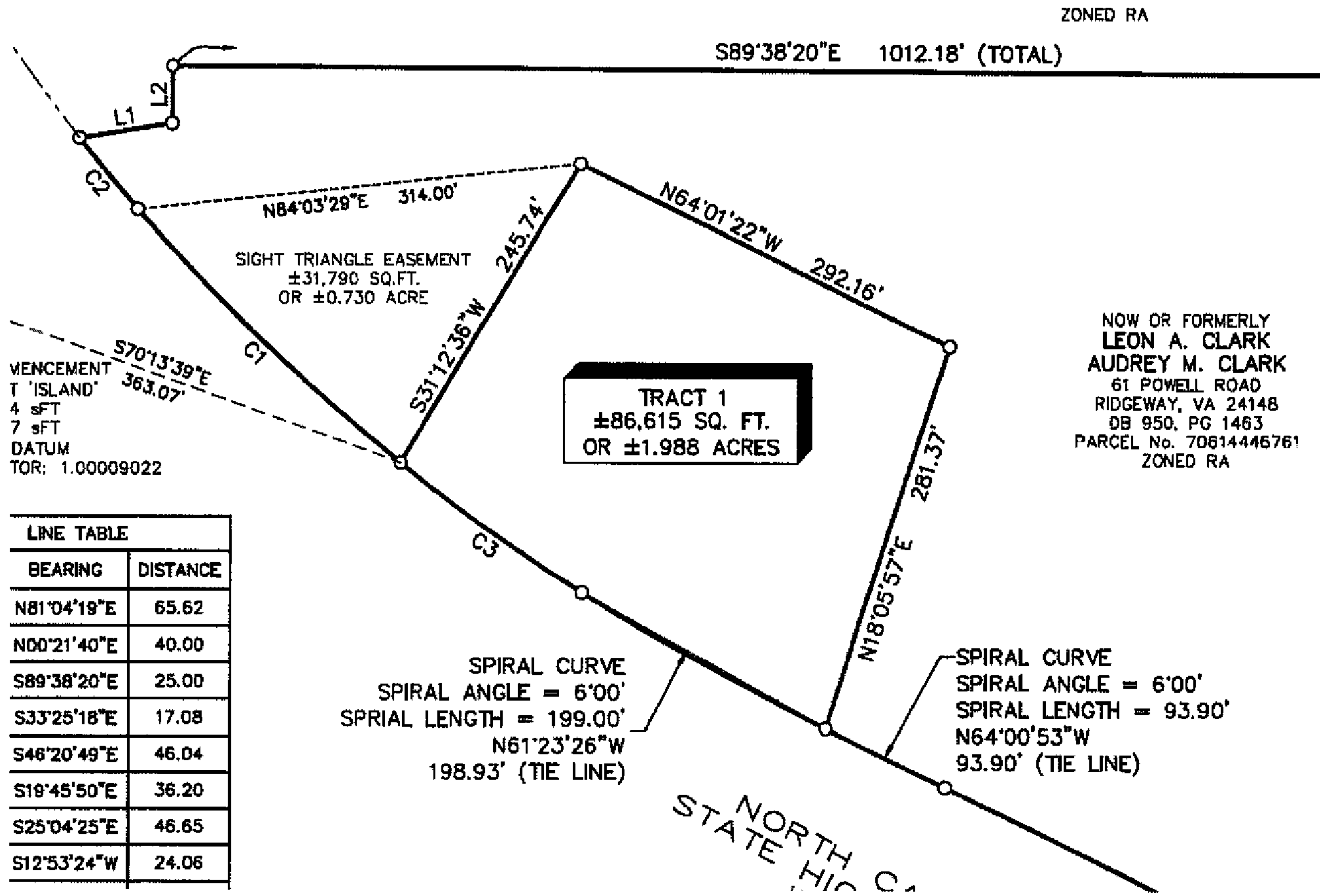
- 1.) N18°05'57"E a distance of 281.37' to a point marked by a 1/2" rebar set;
- 2.) N64°01'22"W a distance of 292.16' to a point marked by a 1/2" rebar set;
- 3.) S31°12'36"W a distance of 245.76' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87 and said point being the POINT OF BEGINNING.

This tract of land is a portion of the property described in Deed Book 950, page 1463, Rockingham County, North Carolina Register of Deeds office.

The above-described property is further shown as "TRACT 2" on that certain subdivision plat entitled "Minor Subdivision Plat for Teramore Development, LLC, Leon A. Clark & Audrey M. Clark" prepared by Donaldson Garrett & Associates, Inc., John M. Story, P.L.S. No. L-3840 and recorded in Plat Book 87, Page 73, Rockingham County Registry. Said plat of survey is incorporated herein by reference.

EXHIBIT "C"

MAP SKETCH OF EASEMENT AREA



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

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## EXHIBIT "D"

LEGAL DESCRIPTION OF SIGHT TRIANGLE EASEMENT AREA

All that tract or parcel of land, lying and being in the Leaksville Township, Rockingham County, North Carolina containing 31,790 square feet or 0.730 acre, more or less, and being more particularly described as follows:

COMMENCING at NGS Monument 'Island', said monument having North Carolina State Plane coordinates (NAD 83(2011) N: 1,014,846.64 sFT, E: 1,763,742.47 sFT, said monument being the POINT OF COMMENCEMENT; thence, along a tie line N47°50'36"W a distance of 156.10' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87 (75' public R/W); thence, along a curve to the left in the northeast right of way line of NC Highway 14/87 an arc distance of 64.58' to a point, said curve having a radius of 1357.40', a chord bearing of S39°22'13"E, and a chord distance of 64.58', and said point being the POINT OF BEGINNING;

thence, through the lands of Leon A. Clark and Audrey M. Clark (Deed Book 950, page 1463, Rockingham County Register of Deeds) the following two (2) courses:

- 1.) N84°03'29"E a distance of 314.00' to a point marked by a 1/2" rebar set;
- 2.) S31°12'36"W a distance of 245.74' to a point marked by a 1/2" rebar set on the northeast right of way line of NC Highway 14/87'

thence, along the northeast right of way line of NC Highway 14/87 along a circular curve to the right an arc distance of 256.87' to a point, said curve having a radius of 1357.40', a chord bearing of N46°09'16"W and a chord distance of 256.48', and said point being the POINT OF BEGINNING.

This tract of land is a portion of the property described in Deed Book 950, page 1463, Rockingham County, North Carolina Register of Deeds office.