

For Registration Register of Deeds

Judy D. Martin

Moore County, NC

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Instrument# 2021009173

Prepared by and when recorded return to: Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC (JEM)

**DECLARATION OF EASEMENTS
WITH COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS (the "Declaration") is made this 13 day of April, 2021 by Par 5 Development Group, LLC., a North Carolina limited liability company (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of Tract 1 and Tract 2 shown on that certain plat recorded in Plat Cabinet 18, Slide 883, Moore County Registry (the "Plat"), said tracts lying and being in Moore County, North Carolina, (collectively the "Property" or the "Tracts", and each parcel individually a "Tract"); and

WHEREAS, Declarant intends to and desires to establish certain easements, covenants and restrictions for the benefit and burden of the Tracts in connection with its development of the Property as provided in this Declaration.

NOW, THEREFORE, in consideration of the covenants set forth in this Declaration and for the purposes set forth above, the Declarant, for itself, and its successors and assigns, hereby encumbers the Property with certain easements, covenants, and restrictions reserving unto itself and to future owners of the Property certain rights and privileges, all as more particularly set forth in this Declaration.

1. **Benefited Parties/Binding Effect.** The rights, easements, covenants, restrictions and obligations established in this Declaration shall run with the land and be for the benefit of the Tracts and shall run with the land and be binding upon the Tracts. The owners of the Tracts may delegate the right to use and maintain the easements granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. **Easements.** Declarant hereby declares, creates, establishes and grants the following access easements (the "Access Easements") that shall encumber the Property, subject to the terms and conditions of this Declaration: A perpetual non-exclusive easement appurtenant over, upon, across and through those portions of Tract 1 labeled "Access Easement" as shown on the Plat and depicted on Exhibit A attached hereto for the purposes of pedestrian and vehicular access, ingress and egress. In no event shall the Access Easements be altered or changed in any manner without the written consent of the parties hereto. Provided, however, nothing contained herein shall prevent Declarant, or any future owner of Tract 1, from installing any driveways, curbing, paving and lighting or signage within the Access Easements as it deems necessary or desirable without the permission or consent of the owner of Tract 2 provided the rights of access granted to Tract 2 herein are not unreasonably disturbed.

The owner of Tract 1 shall keep and maintain in good order, condition and state of repair, at its sole expense, the Access Easements located on Tract 1, including any driveways, curbing, paving and lighting located therein. In the event that the owner of Tract 1 defaults in its obligation to so maintain the portions of the Access Easements lying on Tract 1, then the owner of Tract 2 shall have the right to perform such maintenance upon ten (10) days advance written notice to the owner of Tract 1 and the owner of Tract 1 shall reimburse the owner of Tract 2 within ten (10) days of receipt of invoice for same. Notwithstanding the foregoing, the owner of Tract 2 shall be responsible for promptly repairing any damage that the owner or any occupant of Tract 2 causes to the Access Easements at its sole cost and expense. All rights granted in this Section 2 shall also be deemed granted to each Tract owners' successors, assigns and tenants/lessees.

No owner of Tract 1 or Tract 2 shall at any time erect, construct, or cause to be erected or constructed, any fence, wall, curb or other barrier between Tract 1 and Tract 2 within the Access Easements or in any manner interfere with or restrict the full and complete use and enjoyment of the easements granted herein.

Submitted electronically by "Clarke, Phifer, Vaughn, Brenner & McNeill, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

No owner of Tract 2 shall at any time allow the Access Easements to be used for construction purposes unless the owner of Tract 2 shall possess a written decision from the appropriate governing authority denying the creation of a construction entrance upon Tract 2 (or any part thereof) (the "Denial"). If the Tract 2 owner possesses a Denial, the Tract 2 owner may solely use the Access Easements which fronts on NC State Road 1869, commonly known as "Grant Road" for construction purposes. In the event Tract 2 owner is permitted to use this Access Easement for construction traffic in accordance with this Section, Tract 2 owner must use commercially reasonable efforts to minimize any interference with Tract 1 owner's access to and/or use of Tract 1.

This Declaration does not dedicate the easements created herein to the general public, nor does this Declaration restrict the use and development of Tract 1 or Tract 2 except as stated herein. It is the intent of this Declaration to grant easements over the Access Easements area without limiting the right of Declarant, and its successors and assigns, to alter, demolish, redevelop or, subject to the provisions of Paragraphs hereafter, improve the remainder of each Tract unless expressly stated herein to the contrary.

3. Restrictions on Tract 2. Declarant, and any subsequent owner of Tract 2, shall not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Tract 2 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.

4. Use Restrictions on Tract 1 and Tract 2. Declarant, and any subsequent owners of Tract 1 and Tract 2 shall not 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 A Tract or B 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; ~~(m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation;~~ (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.

5. Access Restrictions on Tract 2. Tract 2, or any part thereof, shall only be leased, rented, occupied or allowed to be leased, rented, or occupied, or otherwise used or operated as i) a car wash; ii) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; or (iii) any living quarters, sleeping apartments or lodging rooms; if Tract 2 has its own direct access point to a public right of way that is apart and distinct from the Access Easements. If Tract 2 is unable to obtain this direct, separate access point to serve Tract 2, the uses listed in this Section 5 shall also be prohibited uses for Tract 2 as if they were listed in Section 4.

6. 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.

7. Insurance and Indemnification. Every owner of Tract 1 and Tract 2 shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of North Carolina. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. The owner of Tract 1 shall indemnify and hold the owner of Tract 2 harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the owner of Tract 2 in connection with the exercise of the easements and rights created herein, except to the extent caused by the negligence or willful act of the owner of Tract 2, its employees, tenants, contractors,

agents or licensees. The owner of Tract 2 shall indemnify and hold the owner of Tract 1 harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the owner of Tract 1 in connection with the exercise of the easements and rights created herein, except to the extent caused by the negligence or willful act of the owner of Tract 1, its employees, tenants, contractors, agents or licensees.

8. Extent of Liability. Notwithstanding any other provision contained in this Declaration to the contrary, the obligations and liability of each of the owners of Tracts 1 and Tracts 2 shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

9. Duration. The provisions of this Declaration shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

10. Miscellaneous. This Declaration shall be governed in accordance with the laws of the State of North Carolina. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. No owner shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Declaration may be amended, modified or terminated only in writing, executed and acknowledged by Declarant for so long as Declarant owns either Tract 1 or Tract 2, and then by all of the owners of Tract 1 and Tract 2 and only with the prior written consent of Dollar General Corporation, so long as it, its successors, assigns or assignees is leasing or otherwise occupying any of the Tracts. Time is of the essence of this Declaration.

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

DECLARANT:

Par 5 Development Group, LLC
By: [Signature]
Name: Brian R. Clodfelter
Title: Manager

STATE OF NORTH CAROLINA, COUNTY OF Moore

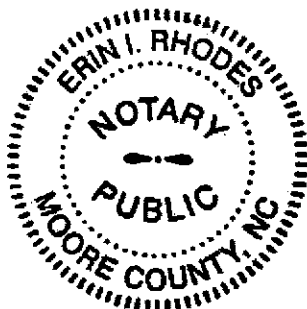
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Brian R. Clodfelter Manager of Par 5 Development Group, LLC.

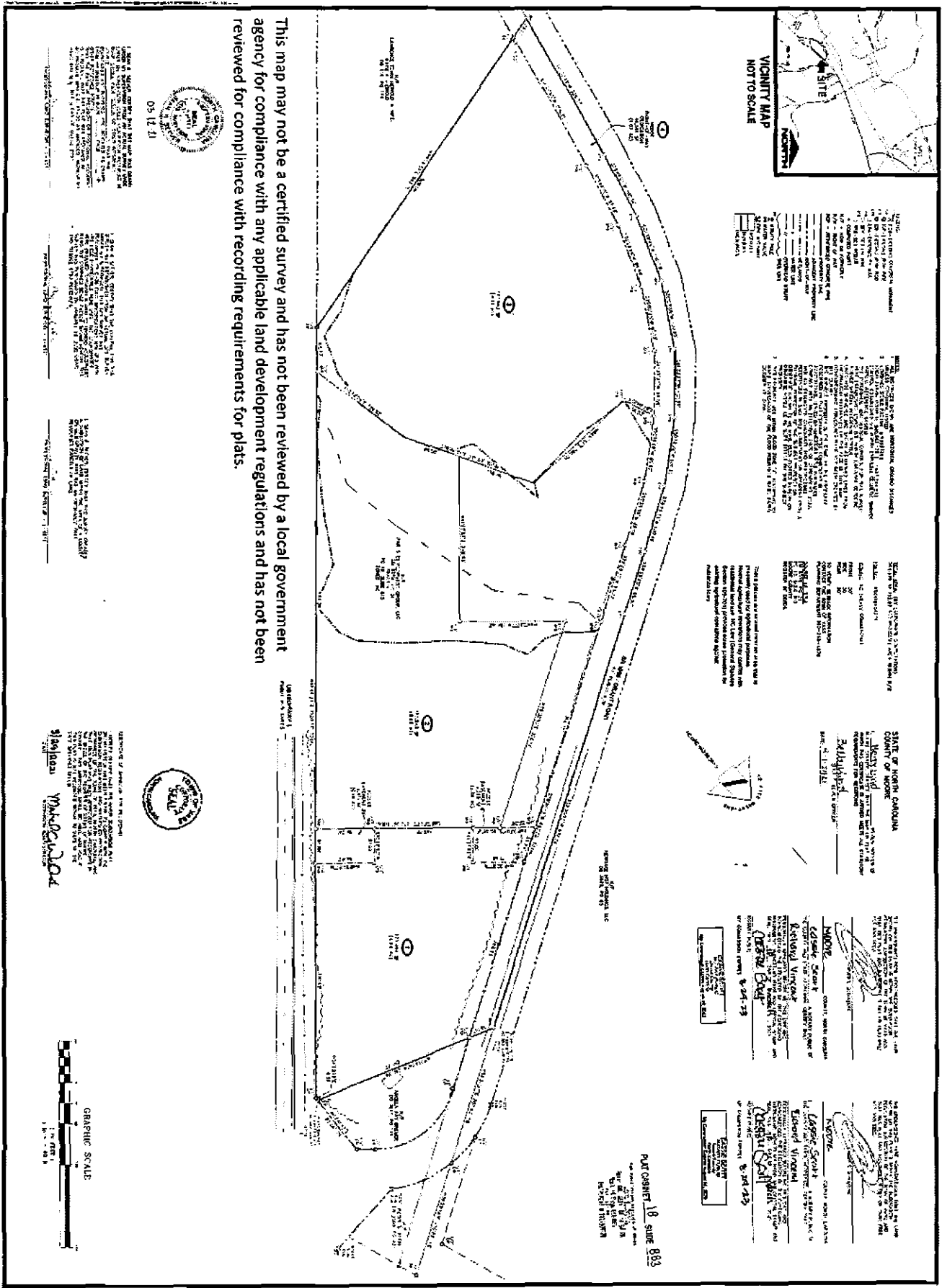
Date: 4-13-2021 Erin I. Rhodes
Notary Public

Print Name: Erin I. Rhodes

My Commission Expires: 8-22-2022

[Official Seal]





LEGEND

- 1. BOUNDARY OF ADJACENT PROPERTY
- 2. BOUNDARY OF THIS PROPERTY
- 3. BOUNDARY OF THIS PROPERTY AS SHOWN ON PREVIOUS PLATS
- 4. BOUNDARY OF THIS PROPERTY AS SHOWN ON PREVIOUS PLATS AND THIS PLAT
- 5. BOUNDARY OF THIS PROPERTY AS SHOWN ON PREVIOUS PLATS AND THIS PLAT AND THIS PLAT
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NOTES:

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STATE OF NORTH CAROLINA
COUNTY OF MOORE
 I, Matthew J. Rhymer, Surveyor General,
 do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in my office.

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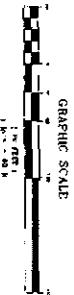
This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.



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PROJECT NAME

SUBDIVISION SURVEY OF THE PAR 5 DEVELOPMENT GROUP, LLC PARCEL

**TAX ID# 8041800273
 218 GRANT ROAD
 MARBLE TOWNSHIP
 TOWN OF VARS
 MOORE COUNTY
 NORTH CAROLINA**

**CLIENT
 RHETSON COMPANIES, INC.**

**2015 JAMES H. HARRIS ROAD
 RHEATON, NC 27153
 Phone: (919) 444-4444**

PROJECT REGISTRATION

CONTRACT NO.	DATE

DRAWING CODE

LABORATORY USE

INTERVIEWED

DATE: 05/12/11

SHEET NUMBER