

## CHATHAM COUNTY

## NORTH CAROLINA

### CHARGING STATION AGREEMENT

This Charging Station Agreement (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, (the “Effective Date”), by and between Chatham County, a body politic and corporate of the state of North Carolina (“County”) and Masada Ventures, LLC, a North Carolina Limited Liability Corporation (“Masada”). Each is a “Party,” and together they are the “Parties” to this Agreement.

#### BACKGROUND

A. The County wishes to provide a vehicle charging station (“Station”) and support services to owners of plug-in electric vehicles (“EVs”) on property owned by Masada in Siler City, North Carolina and further described in Appendix 1 (“Property”). Masada operates a Smithfield’s Chicken ‘N Bar-B-Q® restaurant franchise on the Property.

B. Masada will provide the County adequate space to accommodate the Station (“Space”) and the County shall ensure that the station is accessible.

#### AGREEMENT

1. Term: Masada agrees to allow the County to utilize the Space for the Station for a period of five (5) years.

2. Space Use. The County may use the Space solely for the purposes of installing, maintaining, repairing, and operating the Station. Masada agrees to grant access to the Station, together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Station for the purpose of installation, operation and maintenance of the Station. Except as expressly stated otherwise, all personal property placed, installed, or affixed to or otherwise by the County at the Property is the sole and exclusive property of the County. Masada warrants that any use by the County on the Property is not prohibited by its franchise agreement for the restaurant.

3. Charging Models. The County shall select the charging equipment to be installed at the Property.

4. Installation; Ownership. The County is solely responsible for supervising and performing or causing the performance of the construction and installation of the Station. The County shall schedule the date and time of construction and installation with Masada in a manner intended not to interfere with Masada’s business operations. Such schedule, once agreed upon in writing (including email exchange), shall be binding unless a Party provides at least five (5) business days’ prior written notice of any need to reschedule. The County will, at its sole expense, cause the installation of the Station, including, to the extent applicable, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all County-branded signage, if any, approved by Masada in accordance with Section 11 of this Agreement. Masada recognizes

that the Station will require the installation of dedicated electrical service, supporting concrete pads, protective bollards and other associated equipment necessary for the safe and effective provision of charging services to EVs. The County will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Station, and Masada will reasonably cooperate (at no out-of-pocket expense to Masada) on request with the County's efforts to do so. It is understood and agreed that the County's ability to use the Space at the Property is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local government, that will permit the County to use the Space as set forth above. Masada shall cooperate with the County in its effort to obtain such approvals and shall take no action that would adversely affect the status of the Property with respect to the proposed use thereof by the County. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to the County is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) the County determines that such Governmental Approvals may not be obtained in a timely manner, the County shall have the right to terminate this Agreement. Notice of the County's exercise of its right to terminate shall be given to Masada in accordance with the notice provisions set forth in Paragraph 22 and shall be effective upon the mailing of such notice by the County, or upon such later date as designated by the County. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. On completion of the installation of the Station, the Station is the personal property of the County and is not considered to be a fixture or in any way the property of Masada.

Masada acknowledges and agrees that the County may retain contractors (and such contractors may retain subcontractors) ("Contractors") to perform some or all of the County's obligations under this Agreement. The County shall not permit any mechanic's or other liens to stand against the Space or Masada's adjacent property for work or material furnished by the County. If any mechanic's or materialmen's lien or notice of lien shall at any time be filed against the Space or Masada's adjacent property by reason of work, labor, services or materials performed or furnished to or on behalf of the County, the County shall promptly cause the same to be bonded or discharged of record. Except during the pendency of any proceedings instituted by Masada to contest any such lien or notice, if the County shall fail to cause such lien or notice of lien to be discharged or bonded within thirty (30) days after the filing thereof, then, in addition to any other rights and remedies available to Masada at law, or in equity or under this Agreement, Masada may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Masada and all costs and expenses, including reasonable attorneys' fees, incurred by Masada in paying, bonding off or procuring the discharge of such lien, shall be due and payable by the County to Masada within thirty (30) days of demand therefor.

5. Operation and Maintenance. Except as otherwise provided in this Agreement, the County will, at its sole cost and expense, maintain, operate, and take good care of the Station, including making all necessary repairs, arrange for appropriate remote monitoring, and obtain and have installed appropriate software and hardware upgrades. In addition, the County agrees to keep the Station in good working order and in a safe condition. Notwithstanding the foregoing, all damage or injury to the Station, whether requiring structural or nonstructural repairs, that are caused by or that result solely from the negligent conduct of Masada, or its agents, contractors, employees or invitees, will be repaired by the County, but at Masada's sole cost and expense, to the condition that existed before the damage. Masada shall have no obligation as to the condition or operability of the

Station and the County hereby waives any claims or cause of action against Masada in connection therewith; provided that, Masada agrees that it shall permit EVs access to the Space. Masada shall ensure that the Space and the area appurtenant to the Space is free and clear of debris. Additionally, Masada shall maintain the general cleanliness and appearance of the Station. Masada shall maintain adequate lighting for the Space. Masada shall provide the County at least fourteen (14) days prior written notice of any scheduled maintenance or repairs to the Property, and reasonably prompt notice of emergency events at the Property that could have the effect of denying access to the Space.

6. Utility Availability; General Obligations of Masada. Masada agrees (at no out-of-pocket expense to Masada) to reasonably cooperate in the facilitation of the provision of electricity and any other utilities necessary to operate the Station, including by granting or consenting to the granting of appropriate easements to local utility providers; provided, however, that Masada is not required to pay money to accomplish the provision of those utilities. Neither Masada nor the County has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Space, unless the cause of the interruption is covered by the Party's indemnity provided for in this Agreement. Masada shall promptly notify the County and, as appropriate, emergency response personnel regarding any malfunction or perceived dangerous condition pertaining to the Station.

7. Utility Metering and Electricity Costs. The County shall be responsible for paying the electricity costs associated with the use of the Station and the electrical use shall be separately metered. The County shall pay all electrical bills directly to the utility provider. The County shall be permitted at any time during the Term to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Station), a temporary power source, and all related equipment and appurtenances within the Space, or elsewhere on the Property in such locations as reasonably approved by Masada. The County shall have the right to install conduits connecting the temporary power source and related appurtenances to the Space.

#### 8. Casualty and Condemnation

(a) Damage. If the Space or Station is damaged by fire or other casualty, the County, at its sole option, may elect within thirty (30) days of date of fire or other casualty either to (a) terminate the Agreement with respect to the Space on written notice to Masada, or (b) cause the County to use available insurance proceeds to repair and restore the Space and any other property damaged as a result of such fire or other casualty to its prior or better condition. If the County elects to terminate the Agreement with respect to the Space, it shall remove all of the County's property from the affected Space and restore the Space in accordance with Section 15 of this Agreement. Any repair and restoration required by the County under this Section shall commence within sixty (60) days of date of the fire or other casualty. The County's election shall be completed no later than 120 days thereafter.

(b) Condemnation/Taking. If the Space or other nearby space is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Station, the Parties will use commercially reasonable efforts to find an alternate location for the Space elsewhere on Masada's property. The costs of the relocation of the Station shall be paid by the County. The County may file a separate claim to the condemning authority for any relocation award made as a result of that condemnation; provided, however, in no event shall such claim reduce Masada's award related to such condemnation or taking. On the County's sole election, the County may elect to terminate the Agreement with respect to any condemned Space in lieu of relocation effective as of the date title to the Space is transferred to the condemning authority.

(c) Suspension of Term. During any time that the Space or any portion of it is under repair or being relocated pursuant to this Section, the Term shall be temporarily suspended on a day-for-day basis.

9. Limitation.

In no event shall either Party be liable to the other Party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the Party), whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such Party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

10. Insurance.

(a) Minimum Coverage. Beginning on the Effective Date and continuing through the Agreement Term, the County shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

(i) Workers Compensation Insurance required by applicable state laws; Employers Liability Insurance with limits of not less than \$500,000 each Accident; \$500,000 each Employee – Disease; and \$500,000 Policy Limit-Disease.

(ii) Full replacement Property Insurance (written on an “all risk” basis) for personal property, machinery, equipment and trade fixtures to be insured by the County. The County shall obtain an endorsement waiving rights to subrogation in favor of Masada for losses covered by such Property policy.

(iii) Commercial General Liability insurance covering bodily injury, including death, and property damage (including loss of use thereof), personal/advertising injury, and products and completed operations, with limits of liability not less than the following amounts:

- (1) \$1,000,000 Per Occurrence Limit;
- (2) \$1,000,000 Personal and Advertising Injury Limit;
- (3) \$2,000,000 General Aggregate (Other than Products-Completed Operations); and
- (4) \$1,000,000 Products-Completed Operations Aggregate Limit.

(iv) Business Auto Liability Insurance covering all owned, non-owned and hired vehicles, with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(v) Umbrella coverage in the amount of \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

(b) The County agrees that loss or damage to its own or leased equipment, tools, or supplies used in performance of this Agreement will be at the County's own risk.

11. Signage. Masada agrees to emplacement of signage in front of the Space restricting use to electric vehicle parking only, and separate signage visible from every ingress at the Masada site indicating the presence and siting of the Station. The County shall not paint, place, erect, project, nor cause or permit to be painted, placed, erected, or projected, any sign, mark, or advertising device in, on, or about the Space or elsewhere on the Masada's property without in each case first obtaining Masada's written consent (which may be granted or denied in Masada's commercially reasonable discretion). The County shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and the County shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Notwithstanding anything to the contrary contained in this Agreement, the County shall be permitted to place signs indicating that the Space is for the use of electric vehicles only.

12. Assignment. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. Masada recognizes that the Agreement is not personal to the County. Neither Party may assign its rights and obligations in and under this Agreement without first obtaining prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may assign its rights and obligations in and under the Agreement to an Affiliate or successor by merger or acquisition at any time and without consent, provided further that such assignee agrees to be bound by the terms of this Agreement. For purposes of this Agreement, the term "Affiliate" shall mean with respect to an entity, any other entity that controls, is controlled by or is under common control with such entity.

13. Taxes. Masada agrees that it will be solely responsible for property taxes for the Property. The County will be solely responsible for any taxes for any equipment installed at the Space. All other real or personal property taxes related to the Space are the sole obligation of Masada. Each Party is responsible for its own income, franchise, margin, and similar taxes.

14. Representations. Masada and the County hereby represent and warrant to the other that it has the authority to enter into this Agreement that this Agreement is not in contravention of any other Agreement or contract or obligation of the County or Masada.

15. Space on Termination. Masada hereby grants the County the right, upon the termination of this Agreement, to enter the Space within thirty (30) days after such termination and to remove any and all of the Station as well as any other ancillary property of the County relating thereto. Upon removal, the County shall ensure that all wiring is capped and left in a safe condition that is in compliance with all applicable laws. The County shall coordinate the removal of the Station with Masada.

16. Recordation. The County may not record any memorandum or other documentation in the public registries that reflects the County's rights and its ownership of any property pursuant to this Agreement without first obtaining Masada's consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

17. Access; Construction. Subject to any restrictions and limitations on construction and access to the Space set forth in Section 5 above, the County may use each Space and Masada's adjacent property for the construction and installation of the Station, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, and Masada. Only those materials and equipment that are being used directly in the construction and installation of the Station shall be brought to and stored on that Space and its adjacent areas. The County shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Masada's adjacent property.

18. Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks/names, all registrations for copyrights, patents, trademarks and service marks/names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge. The Parties agree that, as between them, the County has and retains ownership of all copyrights, trade secrets, patents, and other intellectual property rights in the County's Intellectual Property, and Masada has no right, and may not obtain any right, in any County Intellectual Property. Masada warrants that any use of the Smithfield's Chicken 'N Bar-B-Q® trademarks on Masada's property will not violate any Federal or International trademark law and that the trademarks will not be used in connection with any goods or services outside the category under which the trademarks are registered.

19. Publicity. Neither Party will use the name(s), trademark(s) or trade name(s), whether registered or not, of the other Party in publicity or press releases or advertising or in any manner, including customer lists, without that Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

20. Independent Contractors. The Parties shall act as and be independent contractors in the performance of this Agreement. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose, and the employees of one Party shall not be deemed to be the employees of the other Party. Except as otherwise stated in this Agreement, neither Party has any right to act on behalf of the other, nor represent that it has such right or authority.

21. Independent Agreements. The Parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between the County and Masada.

22. Notice. Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the Party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient Party. Notice given by registered mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the Parties shall be as follows:

Chatham County

Dan LaMontagne  
County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312

Masada Ventures, LLC

Junius Moore  
Post Office Box 979  
Cary, North Carolina 27512

Each Party may change its address for notice by giving notice thereof to the other Party.

23. Waiver. The failure of a Party to insist on strict performance of any provision of this Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

24. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of North Carolina without giving effect to conflict of law rules. The Parties further agree that all actions brought under this Agreement shall be brought in the State and Federal courts located in Chatham County, North Carolina.

26. Construction. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any other provision hereof. When the context requires, the gender of all words used in this Agreement shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

27. Counterpart Execution. This Agreement may be executed in counterparts, which together will constitute one and the same agreement. Each Party will have the right to rely on a facsimile or electronic signature on this Agreement, and such signature shall be deemed an original signature for purposes of validity of this Agreement. The Parties agree that signatures that are transmitted electronically, including both facsimile and manual signatures, shall be binding as of the date signed and to the same extent as original signatures.

28. Successors and Assigns. Except as otherwise provided, this Agreement shall apply to, and is binding on, the Parties hereto, their respective purchasers, successors in interest, and permitted assigns, and all persons claiming by, through, or under any of these persons. Masada understands and agrees that any transaction involving Masada upon which the Station is located must be subject to this Agreement.

29. Written Amendment. This Agreement may not be modified except by a written agreement signed by both Parties.

30. Cumulative Rights. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under Applicable Law, in equity or otherwise.

31. Further Assurances. Each Party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.

32. Survival. Sections 4, 8, 9, 10, 11, 14, 16, 18, 19 and 25 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.

33. No Third Party Beneficiary. This Agreement does not confer any rights or remedies on any Person other than the Parties and their respective successors and permitted assigns.

34. Warranties. The Parties represent and warrant that each has the authority, power, and rights necessary to perform its obligations under this Agreement, without violating the rights of any other Party or applicable laws.

35. Drafting Party. This Agreement expresses the mutual intent of the Parties to this Agreement. Accordingly, the rule of construction against the drafting Party has no application to this Agreement.

36. Incorporation of Exhibits. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.

37. Other Relationships. Notwithstanding the foregoing, this Agreement is expressly made subject to, and does not interfere with or alter, any existing relationships or contractual obligations between each Party (or its Affiliates) and its partners, clients, service providers and other third parties. Neither Party is prohibited from honoring any of these existing relationships or contractual obligations that otherwise may conflict with any term of this Agreement.

38. Force Majeure. Neither Party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, pandemic, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the Party's control. The Agreement for the affected Space may be terminated without a Termination Fee or any other penalty by the Party whose performance has not been affected if non-performance continues for more than thirty (30) days.

39. Termination.

(a) For Cause. This Agreement may be immediately terminated for cause by either Party in the event of the following:

(i) Breaches. The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for thirty (30) days after receipt of written notice, except for those breaches and failures to perform which cannot be cured within thirty (30) days in which case the breaching Party shall have such time as is necessary, but not to exceed ninety (90) days, to cure such breach or failure to perform provided that the breaching Party has



commenced the cure within ten (10) business days after receipt of written notice and diligently pursues such cure until completion.

(ii) Assigns. The other Party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement in a manner prohibited by this Agreement.

(iii) Insolvency. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

(b) Uneconomic Purpose. If any time after the five (5) year anniversary of this Agreement, the County in its sole discretion determines that the Station cannot be operated at a profit, the County shall have the right to terminate this Agreement or relocate the Station by providing thirty (30) days prior written consent to Masada.

Upon any termination for cause by Masada pursuant to this Section 39, there shall be no termination fee or any other sum due from Masada to the County. Upon any termination for cause pursuant to this Section 39, both Parties are relieved of any further obligations contained in this Agreement for the terminated Space, as applicable, except for those that by their nature survive or may require performance after termination pursuant to Section 33.

40. Compliance with Laws. The County is responsible for and does represent that it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes), applicable to the County's use of the Space, this Agreement or to the performance thereof and as may be applicable to the County's operation and ownership of the Station.

41. Interference. Masada agrees that Masada and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type which will not cause harmful interference to the then existing equipment of the County. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

CHATHAM COUNTY

By: \_\_\_\_\_  
Name: Dan LaMontange  
Title: County Manager

MASADA VENTURES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## Exhibit A – Property

### Exhibit “A”

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN CHATHAM COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND, SAID IRON PIPE BEING LOCATED IN THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 64, AND BEING THE NORTHWEST CORNER OF OUTPARCEL B-1 RECORDED IN DEED BOOK 847, PAGE 410, SAID IRON PIPE FURTHER LOCATED N 88 DEGREES 24 MINUTES 57 SECONDS W A DISTANCE OF 73.14 FEET FROM A RIGHT OF WAY MONUMENT, THENCE FROM SAID IRON PIPE S 01 DEGREES 44 MINUTES 40 SECONDS W A DISTANCE OF 239.80 FEET TO AN IRON PIPE FOUND, SAID IRON PIPE BEING THE SOUTHWEST CORNER OF SAID OUTPARCEL B-1, THENCE N 88 DEGREES 15 MINUTES 20 SECONDS W A DISTANCE OF 192.93 FEET TO AN IRON PIPE SET, THENCE N 01 DEGREES 14 MINUTES 52 SECONDS E A DISTANCE OF 238.12 FEET TO AN IRON PIPE SET, SAID IRON PIPE LOCATED IN THE SOUTHERN RIGHT OF WAY OF U.S. HIGHWAY 64, THENCE THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 22,843.31 FEET, AN ARC DISTANCE OF 195.02 FEET AND A CHORD BEARING OF S 88 DEGREES 45 MINUTES 06 SECONDS E TO AN IRON PIPE FOUND, SAID IRON PIPE BEING THE POINT OF BEGINNING AND CONTAINING 1.06 ACRES AND BEING A PORTION OF OUTPARCEL B PREVIOUSLY RECORDED IN DEED BOOK 805 PAGE 283. SEE ALSO DEED BOOK 805 PAGE 265.

CONTAINING 1.06 ACRES, MORE OR LESS, AS SHOWN AS "OUTPARCEL B-3" ON THE SUBDIVISION PLAT PREPARED BY ABSOLUTE SURVEYING AND MAPPING, O.C., DATED AUGUST 23, 2002 AND RECORDED IN CHATHAM COUNTY REGISTRY, BOOK 2002 PAGE 440 ON 10-2, 2002 AND HAVING A CHATHAM COUNTY PARCEL NUMBER OF 0080030.

AND BEING THE IDENTICAL PROPERTY AS THAT CONVEYED VIA WARRANTY DEED RECORDED IN BOOK 962, PAGE 114, CHATHAM COUNTY REGISTRY, REFERENCE TO WHICH IS HEREBY MADE.