



2015006539

TRANSYLVANIA CO, NC FEE \$26.00

PRESENTED & RECORDED

12-21-2015 11:19:37 AM

CINDY M OWNBEY

REGISTER OF DEEDS
BY: CINDY M OWNBEY
REGISTER

BK: DOC 750

PG: 92-95

SEWER AND SIGNAGE AGREEMENT

THIS AGREEMENT is made on December 18, 2015, by and between Pisgah Forest Outdoors, LLC, hereinafter "PFO" and Lastinger Properties, LLC, hereinafter "LP" and collectively referred to hereinafter as "The Parties".

For and in consideration of the benefits accruing to each of the Parties to this agreement under the terms hereof, The Parties hereby agree:

1. That PFO is the owner of certain real properties commonly known as The Hub, located at US 276 and 74 Pisgah Highway, Pisgah Forest, NC and the Bryson house located at 74 Pisgah Highway, Pisgah Forest, NC, which is more particularly described in a deed recorded in the office of the Register of Deeds for Transylvania County in Document Book 721, Page 395.
2. That LP is the owner of certain real property commonly known as Pilot Cove, located at 72 Pisgah Highway, Pisgah Forest, NC., which is more particularly described in a deed recorded in the Office of the Register of Deeds for Transylvania County in Document Book 730, page 412.
3. That LP shall pay for and install an 8 inch public sewer line from US-276 along PFO's property line adjoining the Forest Gate Shopping Centre to just pass the turn off to PFO's Bryson house property, more fully described and depicted in survey prepared by Roger Raxter on November 25, 2015.

4. That LP shall not install sewer lines under PFO paved access.
5. Following execution and recordation of this agreement LP agrees to install an 8-inch public sewer line as soon as reasonably possible.
6. LP's 30-foot right of way through PFO's property is correctly depicted in the above referenced survey prepared by Roger Raxter on November 25, 2017.
7. That the above referenced survey is recorded Plat file 16, Slide 617, Records of Plats for Transylvania County, is the appropriate and controlling survey and shall remain so and shall be the survey referenced in all matters pertaining to this agreement.
8. That PFO grants LP a 20-foot utility easement along its property line with Forest Gate Shopping Centre for the construction of the 8-inch public sewer line with the understanding that this easement will be assigned the City of Brevard to maintain the sewer line after construction.
9. That installation of the 8-inch sewer line and establishment of LP's right of way shall require cutting and disturbance of the PFO's property along the utility easement and through established right of way.
10. That LP shall pay for and install appropriate landscaping in all disturbed areas referenced in paragraph 9 above.
11. That in exchange for paying all costs of running an 8-inch public sewer line to PFO's Bryson house property, PFO agrees to allow LP to install a two-sided, independent, free standing 8 square foot sign in the agreed upon sign location area depicted in above referenced survey of November 25, 2015.
12. LP agrees to initiate proceedings with the City of Brevard to expand PFO's existing sign size from 35 to 48 square feet. If the variance is approved, LP will be given 12 square feet of two-sided signage in lieu of the aforementioned independent, 8 square foot sign.
13. PFO agrees to illuminate the sign any and keep Pilot Cove signage clear and unobstructed by landscaping, plant growth, and any other material, which may obstruct the view of the sign in either direction on U.S. Hwy 276.
14. LP agrees to pay PFO a reasonable yearly sum to compensate PFO for the upkeep electricity to illuminate the Pilot Cove portion of the signage.
15. That this agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective Parties.

16. That this instrument and the attached exhibits contain the entire agreement between the Parties. Any oral representations or modification concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both Parties.
17. If either Party initiates legal action for the purposes of enforcing or interpreting this Agreement, the prevailing Party shall be entitled to recover from the losing Party, reasonable expenses, attorney's fees, and costs.
18. The rights acquired by and obligations imposed upon each of the Parties hereto shall be appurtenant to and run with the title to the lands of the Parties, which are referred to herein.

In witness whereof the parties have executed this agreement, this the 18 day of December, 2015.

PISGAH FOREST OUTDOORS, LLC

By: [Signature]
SAM SALMAN
Member/Manager

LASTINGER PROPERTIES, LLC

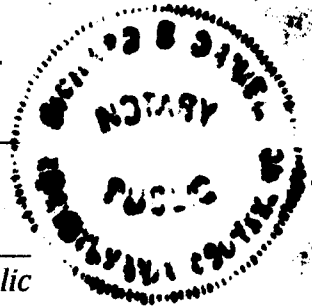
By: [Signature]
RANDALL LANE LASTINGER
Member/Manager

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: SAM SALMAN. - *Personally known to me*
WITNESS my hand and Notarial Seal, this the 18 day of December, 2015.

[Signature]
Signature of Notary Public

Richard B. Daniel
Printed or typed name of Notary Public



My commission expires: June 12, 2019

STATE OF NORTH CAROLINA,
COUNTY OF TRANSYLVANIA.

I, a Notary Public of said State and County, do hereby certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: RANDALL LANE LASTINGER. - *MC DL 33539735*
WITNESS my hand and Notarial Seal, this the 18 day of December, 2015.

[Signature]
Signature of Notary Public

Richard B. Daniel
Printed or typed name of Notary Public



My commission expires: June 12, 2019