

RELEASE AND AGREEMENT TO HOLD HARMLESS

STATE OF NORTH CAROLINA

RELEASE AND AGREEMENT
TO HOLD HARMLESS

COUNTY OF CUMBERLAND

The City of Fayetteville ("City"), by and through the Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and Hoke Loop Commons Associates Limited Partnership, a North Carolina limited partnership (hereinafter "Owner") agree as follows:

1. City holds title and PWC holds the rights in certain water and sanitary sewer easements and related facilities located therein described in the attached Exhibit A, which is incorporated hereby by reference. The easement described in Exhibit-A as 'TO BE ABANDONED' is hereafter referred to as the "Easement".

2. Owner is the sole owner of certain real property, which is subject to the Easement (hereinafter referred to as the "Property"), as shown on Exhibit A and described on Exhibit B.

3. The Easement is no longer required by PWC.

4. Owner has requested that PWC abandon the Easement and the facilities located therein. Owner understands and agrees that if PWC exercises its discretion to abandon the Easement and the facilities located therein, Owner will assume full ownership of the Easement and said facilities (which Owner shall have the right to remove) on the Property and will also assume full and sole responsibility for the condition of the Easement and said facilities on the Property, as such condition exists currently or may exist in the future. Owner fully understands that the installation, operation, and maintenance of utility facilities by PWC in the past has rendered the Easement unsuitable for certain uses, without substantial changes thereto.

5. PWC has made no representation concerning the manner in which the utility facilities were installed, operated, or maintained in or adjacent to the Easement. Owner waives and releases any and all claims which it may now have or hereafter acquire against the City of Fayetteville, its Council Members, its managers, its employees, its agents, or PWC, its Commissioners, officers, employees, its agents, and further agrees to hold the City of Fayetteville, its Council Members, its managers, its employees, its agents, and PWC, its Commissioners, officers, employees, its agents and employees harmless from any and all claims arising in any manner from the installation, operation, or maintenance of the utility facilities in or adjacent to the Easement on the Property and arising in any manner from PWC's previous use of the facilities within the Easement. The agreement set forth herein to hold the City of Fayetteville, its Council Members, its managers, its employees, its agents, and PWC, its Commissioners, officers, its agents and employees harmless shall be construed to include, but is not limited to, the payment of money judgments, costs to implement any action required of City or PWC and all reasonable costs incurred in defending against any claim covered by this agreement, *e.g.* attorney fee, expert witness fees, filing fees, deposition costs, etc.

6. The parties have executed this Release and Agreement to Hold Harmless (hereinafter referred to as the "Agreement") on behalf of themselves and their respective heirs, successors, and assigns.

7. It is the intent of the parties that this Agreement be executed under seal.

[SIGNATURE PAGE FOLLOWS]

This the _____ day of _____, 2021.

Hoke Loop Commons Associates Limited Partnership

By: _____

Print Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, _____ of Hoke Loop Commons Associates Limited Partnership, a North Carolina limited partnership.

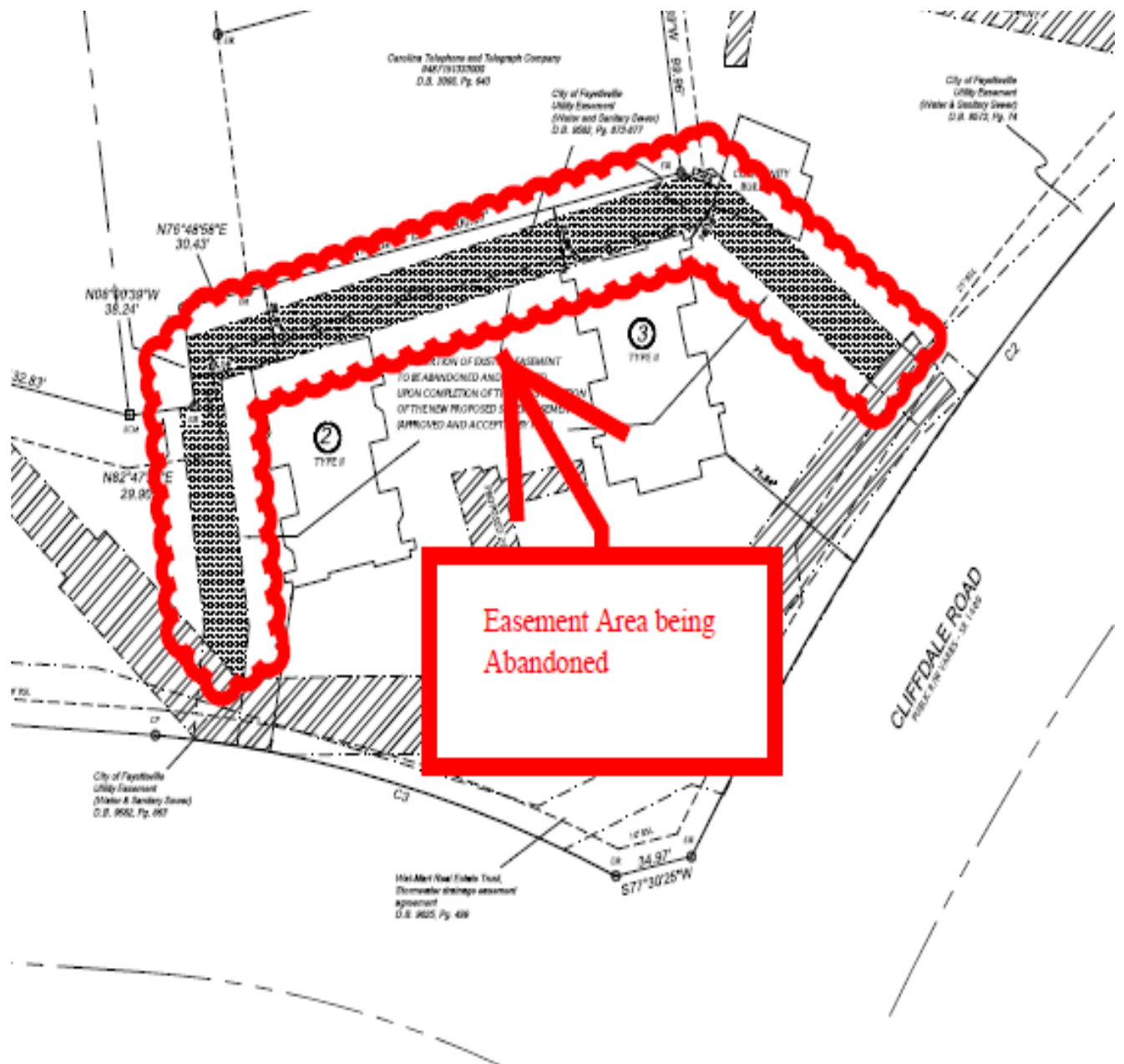
Date: _____

Official Signature of Notary: _____

Notary's Printed Name: _____

My commission expires: _____ [Affix Notary Seal or Stamp]

Exhibit "A"



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.

Exhibit "B"

LYING in Seventy First Township, Cumberland County, in the city limits of Fayetteville, North Carolina, this subject property being bounded on the north, east, south, and west by property deeded and conveyed to Hoke Loop Commons Associates LP in Deed Book 10491, Page 672 and also shown on Plat Book 142, Page 114. Also bounded on the north by the southern right of way margin of Hooper Road (SR 1401-having a 60 foot public right of way). All referenced materials located in the Cumberland County Registry.

COMMENCING from a concrete monument, said concrete monument being a common property corner between the Hoke Loop Commons Associates LP property and Lot 1 of the Woodmark Subdivision as recorded in Plat Book 56, Page 5, said concrete monument also being located on the western right of way margin of Hooper Road, and runs thence with the southern right of way margin of Hooper Road, North 82 degrees 47 minutes 20 seconds East for a distance of 23.06 to a point, said point being on the margin of an existing 20' utility easement; said point being the true point and place of beginning.

THENCE continuing with the right of way margin of Hooper Road, **North 82 degrees 47 minutes 20 seconds East** for a distance of **6.84 feet** to a point;

THENCE continuing with the right of way margin of Hooper Road, **North 08 degrees 00 minutes 39 seconds West** for a distance of **26.83 feet** to a point;

THENCE leaving the right of way margin of Hooper Road the following courses and distances:

- North 74 degrees 32 minutes 26 seconds East** for a distance of **245.93 feet** to a point;
- South 51 degrees 32 minutes 01 seconds East** for a distance of **109.32 feet** to a point;
- South 49 degrees 07 minutes 41 seconds West** for a distance of **9.31 feet** to a point;
- South 40 degrees 26 minutes 23 seconds West** for a distance of **10.86 feet** to a point;
- North 51 degrees 32 minutes 01 seconds West** for a distance of **97.05 feet** to a point;
- South 74 degrees 32 minutes 26 seconds West** for a distance of **225.06 feet** to a point;
- South 07 degrees 29 minutes 00 seconds East** for a distance of **96.19 feet** to a point;
- South 06 degrees 26 minutes 34 seconds West** for a distance of **20.30 feet** to a point;
- South 89 degrees 10 minutes 29 seconds West** for a distance of **2.79 feet** to a point;
- North 46 degrees 18 minutes 20 seconds West** for a distance of **21.65 feet** to a point;
- North 06 degrees 26 minutes 34 seconds East** for a distance of **5.25 feet** to a point;
- North 07 degrees 29 minutes 00 seconds West** for a distance of **85.14 feet** to a point, being the true point and place of beginning and being a portion of that utility easement recorded in Deed Book 9582, Pages 873-877, Cumberland County Registry.

.Subject property contains **9,001 square feet / 0.21 acres**

Together with and subject to any easements, restrictions, and covenants of record.

This description was prepared this 10th day of March, 2021 under the direct supervision of Michael J. Adams, PLS L-4491/CFS NC-075 and is based on a physical survey performed by M.A.P.S. Surveying, Inc (C-2589).