



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: November 10, 2016

FROM: Dale Burris, Director of Facilities and Maintenance

MEETING DATE REQUESTED: November 21, 2016

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Ingles Market Store #58 Stormwater Easement Approval

REQUEST: Approve the {Temporary Construction Easement & Permanent Stormwater Easement} for Ingles Market Store #58 which is located adjacent to the Haywood County Law Enforcement Center at 1620 Brown Avenue.

BACKGROUND: On October 24, 2016 I was requested to attend a meeting with the Town of Waynesville Planning & Zoning and Chief Inspector, along with representatives from Ingles Markets regarding stormwater for a proposed expansion to the Ingles Market Store #58. Ingles Markets representatives, Mr. John Cox and Mr. Preston Kendall, requested the stormwater from the proposed parking area for Ingles Store #58 be "sheet flowed" towards the existing stormwater structure which is located at 1620 Brown Avenue (LEC) to be piped in directly and add to the existing stormwater structure that is in place now. The request was to also remove the existing stormwater "flume", which is an issue for Haywood County to take care of to be removed and permanent vegetation be placed in the area with the correct slope to allow stormwater to enter the permanent re-designed stormwater structure. As it is designed now all stormwater "sheet flows" from the existing parking area at Ingles Store #58 to the drainage catch basin located at 1620 Brown Avenue.

There is also a {Temporary Construction Easement} involved to allow installation of piping and vegetation along the Property Line.

IMPLEMENTATION PLAN: Approve Ingles Market's Temporary Construction Easement and installation of required piping and Permanent Stormwater Structure Easement.

FINANCIAL IMPACT STATEMENT: There will be no cost to Haywood County for any of the work involved with this project.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 2

LIST:

- 1) Legal Easement between Haywood County and Ingles Markets
- 2) Ingles Market #58 Easement Exhibit {Stormwater Structure Locations}

If yes, one ORIGINAL ATTACHMENT, and 14 copies, copied front and back side of pages, stapled and three-hole punched must accompany the agenda request

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Dale Burris

TITLE: Director of Facilities and Maintenance

PHONE NUMBER: 452-6651

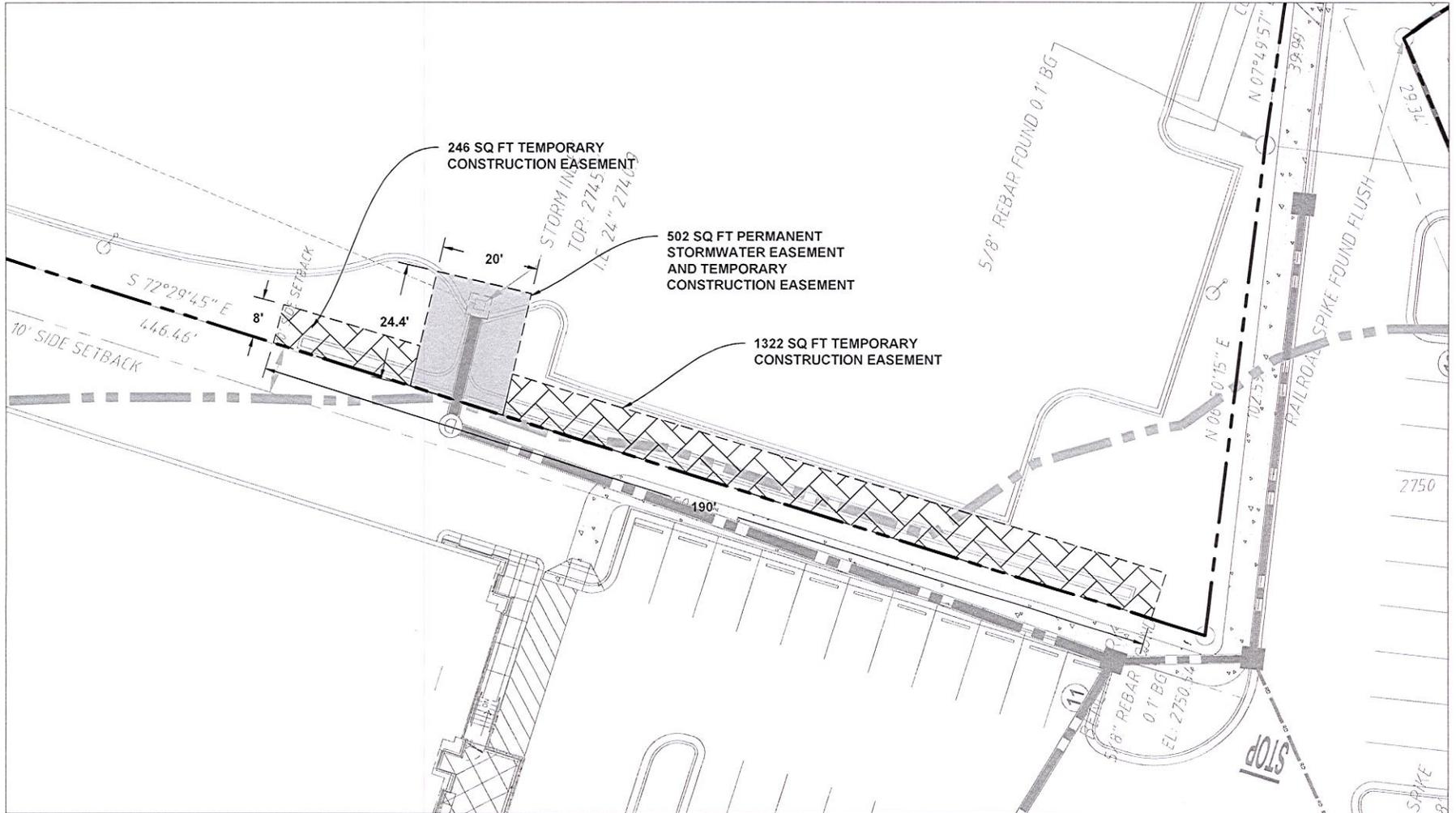
E-MAIL: dburris@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

In an effort to save paper, attachments should be copied on both front and back sides.



INGLES #58 EASEMENT EXHIBIT



**Instrument Prepared by and
After Recording Return To:**

Burton C. Smith, Jr. P.C.
675 North Main Street
Waynesville, North Carolina 28786
Attn: Burton C. Smith, Jr., Esq.

STORM DRAINAGE AND CONSTRUCTION EASEMENT

THIS STORM DRAINAGE AND CONSTRUCTION EASEMENT (this "**Agreement**") is made as of the ____ day of November 2016, by and between (a) **HAYWOOD COUNTY**, a body politic and corporate and a subdivision of the State of North Carolina (hereinafter the "**Grantor**" or the "**County**"), and (b) **INGLES MARKETS, INCORPORATED**, a North Carolina corporation (hereinafter the "**Grantee**" or "**Ingles**").

W I T N E S S E T H:

WHEREAS, Ingles is the owner of certain real property located in or near Waynesville, Haywood County, North Carolina, that is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Ingles Property**"); and

WHEREAS, the County is the owner of certain real property in or near Waynesville, Haywood County, North Carolina, that is located adjacent to the Ingles Property and more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**County Property**"; with the Ingles Property and County Property each being herein sometimes referred to herein individually as a "**Parcel**" or collectively as the "**Parcels**"); and

WHEREAS, Ingles anticipates redevelopment of the Ingles Property and, in connection therewith, desires to tie certain storm drainage facilities and installations constructed or to be constructed upon the Ingles Property into certain storm drainage facilities and installations presently existing and located upon the County Property and, in connection therewith, desires to obtain certain easements across portions of the County Property as hereinafter more particularly provided; and

WHEREAS, the County is willing to grant such easements on and subject to the terms and provisions hereof.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, Ingles and the County do hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein and made a part hereof.
2. **Grant of Easements**.

(a) The County, as Grantor, hereby grants and conveys to Ingles, as Grantee, for the benefit of the Ingles Property, a perpetual, non-exclusive easement and right to connect to, and use and drain storm water drainage from the Ingles Property into, the storm drainage system presently located upon the County Property (the "**County Drainage System**") pursuant to plans for such connection shown on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Ingles Drainage Plan**"), with such easement and right to connect to and use the County Drainage System being herein the "**Drainage Easement**".

(b) The Drainage Easement includes (without limitation), and the County, as Grantor, hereby grants and conveys to Ingles, as Grantee, for the benefit of the Ingles Property, a perpetual easement (the "**Drainage Pipe Easement**") over and upon the portion of the County Property more particularly described on **Exhibit "D"** attached hereto and by this reference made a part hereof (the "**Pipe Easement Area**") to construct, install, use, maintain, repair, replace and reconstruct a storm drainage pipe having a diameter of twenty-four inches (24") (the "**Ingles Drainage Pipe**") from the boundary of the Ingles Property to and connecting with the existing stormwater box (the "**Existing Box**", designated as such on **Exhibit "D"** hereto) that comprises a portion of the County Drainage System. The County expressly acknowledges and agrees that, in furtherance of its rights hereunder with respect to the Drainage Pipe Easement, Ingles has and shall have the right, if determined by Ingles to be necessary or appropriate in connection with its installation and connection of the Ingles Drainage Pipe, to replace the Existing Box within the Pipe Easement Area in accordance with and subject to the further terms hereof.

(c) The County further grants and conveys unto Ingles, for the benefit of the Ingles Property, a temporary non-exclusive construction easement (the "**Temporary Construction Easement**") over, across and upon the County Property, including areas of the County Property more particularly described in **Exhibit "E"** attached hereto and by this reference made a part hereof (collectively, the "**Construction Easement Areas**", with the area of the Drainage Easement, the Pipe Easement Area and the Construction Easement Areas each being herein referred to herein as an "**Easement Area**", and with more than one Easement Area being, collectively, "**Easement Areas**"), for purposes of construction and installation of the Ingles Drainage Pipe and, if undertaken in accordance with the provisions hereof, replacement of the Existing Box. Following completion of its

construction and installation of the Ingles Drainage Pipe and/or replacement of the Existing Box, Ingles will restore any portion of the Construction Easement Areas on the County Property to a reasonable condition in compliance with any applicable erosion control requirements triggered by Ingles work upon such Construction Easement Areas, subject to the further provisions hereof regarding elimination of the Existing Swales (hereafter defined) within the Construction Easement Areas. The Temporary Construction Easement will exist through and including the earlier of (a) the date of Ingles' completion of installation of the Ingles Drainage Pipe and, if applicable, replacement of the Existing Box, and (b) the date that is the fifth (5th) anniversary of the date of this Agreement.

(d) The County reserves the right to use any portion of the County Property subject to the Easements herein provided for any and all uses and purposes not inconsistent with the Easements granted herein.

3. **Manner of Work.**

(a) Ingles shall be responsible to perform all of its work within and upon the Easement Areas contemplated hereby (collectively, the "**Work**") in accordance with the further provisions hereof.

(b) All Work shall be performed in accordance with the Ingles Drainage Plan, without material deviation therefrom unless approved in connection with issuance of necessary governmental approvals and permits for performance of such Work, and Ingles shall obtain and maintain all necessary governmental approvals and permits required in order to perform such Work. All Work shall be carried on under good construction practices and in a good and workmanlike manner in accordance with sound professional standards.

(c) Ingles shall be responsible for all costs and expenses of the Work.

(d) The County specifically acknowledges and agrees that the Work includes, and Ingles shall have the right to (and in connection with installation of the Ingles Drainage Pipe shall) fill and remove a channel or channels within the Easement Areas presently existing for handling of storm water drainage (the "**Existing Swales**") that will be rendered unnecessary based upon installation of the Ingles Drainage Pipe.

4. **Maintenance.** Ingles agrees that it will maintain and repair the Ingles Drainage Pipe as necessary from time to time to keep same in good order and condition, all at the sole cost and expense of Ingles; provided that the County shall be responsible to repair, or to reimburse to Ingles for one hundred percent (100%) of Ingles' reasonable cost to repair, any damage to the Ingles Drainage Pipe resulting from the negligence or willful misconduct of the County or any of its agents, employees or contractors.

5. **No Construction Liens.** If any lien shall be filed against the County Property as a result of the activities of Ingles thereon contemplated hereby, Ingles agrees that it will, by payment,

bonding or other suitable method, cause such lien to be removed from the County Property within thirty (30) days following Ingles' receipt of actual notice of the filing of such lien. If such lien shall not be timely removed by Ingles, then the County shall have the right, if such failure continues for a period of ten (10) days following Ingles' receipt of notice of non-removal from the County, to take steps reasonably necessary to cause such lien to be removed from the Property, and Ingles will reimburse the County on demand for all amounts reasonably expended in effectuating such removal, plus interest on the monies expended from the date of expenditure until paid at the so-called "prime rate" of interest announced from time to time by *The Wall Street Journal* plus four percent (4%) per annum.

6. **Indemnification.** Ingles agrees to defend, indemnify and hold harmless the County from and against any damages or claims of liability for personal injury or property damage resulting from activities of Ingles while upon the County Property by virtue of the Easements herein set forth; provided, however, that the foregoing agreement to indemnify and hold harmless shall not apply to any claims, losses, demands, penalties, fines, liabilities, damages, costs or expenses, or attorneys' fees, arising out of or related to (i) any condition upon or under the County Property not caused by Ingles, (ii) any violation of law existing with respect to County Property not caused by Ingles, (iii) the negligence or willful misconduct of the County or its agents, employees, licensees, invitees, or contractors or (iv) permissible exercise by Ingles of the easement rights herein set forth.

7. **Mortgage and Lease Subordination.** Any deed of trust, mortgage or similar instrument (collectively, a "**Mortgage**") hereafter affecting any portion of the County Property (and all terms and provisions of any such Mortgage) shall at all times be subject and subordinate to the terms of this Agreement and Easements created hereby, and any party foreclosing any such Mortgage, or acquiring title by deed in lieu thereof, shall acquire title subject to all of the terms, provisions and easements of this Agreement. The County hereby represents and warrants to Ingles that there is no presently existing Mortgage on the County Property.

8. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the day said communication is deposited with Federal Express or other like overnight receipted courier service, sender paid, or deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, in any such case addressed as follows:

If to Ingles: Ingles Markets, Incorporated
 Mailing Address:

 P.O. Box 6676
 Asheville, North Carolina 28816
 Attention: Real Estate Dept.

Delivery Address:

1560 Highway 70
Black Mountain, NC 28711
Attention: Real Estate Dept.

With a copy to:

Spielman & Hicks, LLC
6400 Powers Ferry Road
Suite 200
Atlanta, Georgia 30339
Attention: Ephraim Spielman, Esq.

If to the County: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: County Manager

or to such other address as the parties may from time to time designate by notice in writing to the other parties. Notices shall be deemed given upon personal delivery or deposit with the overnight receipted courier service or U.S. Mail, as aforesaid; however, the period for response to a notice shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, successors in title and assigns. Without limitation, the parties agree that the rights, privileges and easements in favor of Ingles shall be appurtenant to the Ingles Property and run with the land.

10. **Miscellaneous.** Upon sale of a Parcel or some portion thereof by an owner thereof, the transferor shall be relieved of all further liability under this Agreement with respect to the Parcel or portion thereof so sold, except for liability with respect to matters that may have arisen during its period of ownership of the Parcel or portion thereof so conveyed that remain unsatisfied as of the date of the sale, subject to the further provisions of this Paragraph, it being understood that the terms "Ingles" and "County" where used herein shall mean only the owner or owners from time to time of the Ingles Property and County Property, respectively. Notwithstanding anything to the contrary contained in this Agreement, each party to this Agreement and its respective successors and assigns shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in the Ingles Property or County Property, or some portion thereof, as the case may be. No breach of the provisions of this Agreement shall entitle any owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement.

11. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.

12. **Entire Agreement.** This Agreement contains the entire understanding between the parties and shall not be amended or modified except in a writing signed by the party to be charged.

13. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument.

(Signatures Begin on Following Page)

IN WITNESS WHEREOF, Ingles and the County have caused this Agreement to be executed under seal as of the day and year first above written by their duly authorized representatives.

INGLES:

INGLES MARKETS, INCORPORATED, a North Carolina corporation

By: _____
Robert P. Ingle, II, Chairman and CEO

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

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: Robert P. Ingle, II, on behalf of Ingles Markets, Incorporated.

Date: _____, 2016 _____

Notary Public

Printed or Typed Name:

(Official Seal)

My commission expires:

(Signatures Continue on Following Page)

(Signatures Continued from Prior Page)

THE COUNTY:

HAYWOOD COUNTY, a body politic and corporate and a subdivision of the State of North Carolina

By: _____
Mark S. Swanger
Chairman, Board of Commissioners

Attest:

Ira Dove, Clerk, Board of Commissioners

(COUNTY SEAL)

NORTH CAROLINA – HAYWOOD COUNTY

I, Elizabeth C. Way, a notary public of Haywood County, North Carolina certify that IRA DOVE personally appeared before me this day and acknowledged that he is Clerk of the Board of Commissioners, Haywood County, a body corporate and politic and a subdivision of the State of North Carolina, and that by authority duly given and as the act of said County, the foregoing Storm Drainage and Construction Easement was signed in its name by its Chairman, sealed with its official seal, and attested by himself as its Clerk.

This the _____ day of _____ 2016.

Elizabeth C. Way, notary public

My Commission Expires - _____

[Affix Seal]

EXHIBIT "A"

Legal Description - Ingles Property

Properties located in the City of Waynesville, Waynesville Township, Haywood County, North Carolina, acquired by Grantee by virtue of (i) North Carolina Special Warranty Deed from Ingles Hazelwood Exchange, LLC, dated as of August 6, 2015, and recorded at Deed Book 891, Page 1, (ii) North Carolina Special Warranty Deed from The American National Red Cross dated June 2, 2016, and recorded at Deed Book 907, Page 314, and (iii) North Carolina Quitclaim Deed from The American National Red Cross dated June 2, 2016, and recorded at Deed Book 907, Page 319, all in the Office of the Register of Deeds of Haywood County, North Carolina, being the property shown on Boundary and Topographic Survey of Property Owned by Ingles Markets, Inc. and American National Red Cross (the "Survey") prepared by Ed Holmes & Associates Land Surveyors, P.A., last dated February 25, 2016, being Job #14294 and bearing the seal of Phillip B. White, North Carolina Professional Surveyor No. L-4994, comprised of property of Ingles Markets, Inc. containing 5.88 acres +/- and property of the American National Red Cross containing 0.13 acres +/- . Reference is made to the legal descriptions set forth in the referenced deeds for a more particular description of the subject property, which descriptions are incorporated herein by this reference as fully as if set forth herein in their entirety. A copy of the referenced Survey is attached as page 2 of this Exhibit "A".

EXHIBIT "B"

Legal Description – County Property

Property of Haywood County located in the City of Waynesville, Waynesville Township, Haywood County, North Carolina, acquired by virtue of deed recorded at Deed Book 579, Page 2180, in the Office of the Register of Deeds of Haywood County, North Carolina, being also Tax Parcel 8605-70-6571 according to the tax parcel numbering system in use of the date hereof in Haywood County, North Carolina, said property being more particularly described as follows: .

BEGINNING at a point in the center of the Southern Railway track, said point being located S 87 deg. 57' 31" E. 1247.92 feet from N.C.G.S. Monument "John" (N=198367.659 meters, E=245764.652 meters, NAD 83), said Beginning Point being further located at the southwest corner of that 1.169 acre tract described in Deed Book 379, page 733 (PIN 8605-70-6975), and runs thence with the center of the Southern Railway track S. 17 deg. 28' 12" W. 409.63 feet; thence leaving said track S. 72 deg. 29' 29" E. 446.87 feet to an iron (passing an iron at 48.92 feet); thence N. 06 deg. 50' 31" E. 102.57 feet to an iron at the southwest corner of a forty foot right of way, thence crossing said right of way N. 07 deg. 43' 33" E. 40 feet to an iron; thence S. 83 deg. 07' 45" E. 41.38 feet to an iron; thence N. 55 deg. 28' 00" E. 71.72 feet to an iron at the southernmost corner of the Department of Corrections tract; thence with the line of said tract N. 38 deg. 02' 00" W. 71.09 feet to a fence corner, common corner of the Department of Correction tract and the Haywood County tract (Deed Book 292, page 134); thence with the line of said Haywood County tract N. 38 deg. 02' 00" W. 355.91 feet to the southeast corner of said 1.169 acre tract; thence with the southern line of that tract N. 85 deg. 46' 36" W. 158.30 feet to the **BEGINNING**, containing 3.903 acres, as per survey and plat of J. Randy Herron, PLS, entitled "Plat Prepared for Haywood County", dated June 10, 2002, Drawing No. 2433-480-A.

BEING a portion of that property described in Deed Book 347, page 981, Haywood County Registry

TOGETHER WITH and **INCLUDING** a joint right of way and easement for ingress, egress and regress, 40 feet in width, more particularly described as follows:

BEGINNING on an iron at the terminus of the third call of the 3.903 acre tract hereinabove described, and runs thence S. 83 deg. 07' 45" E. 40.00 feet to a point in the westerly line of the Daniel Michael Boyd tract (Deed Book 373, page 730, Haywood County Registry); thence with the westerly line of said Boyd tract two calls as follows: N. 22 deg. 32' 00" W. 29.34 feet and N. 55 deg. 28' 00" E. 21.83 feet; thence N. 83 deg. 07' 45" W. 41.38 feet; thence S. 07 deg. 43' 33" W. 40 feet to the **BEGINNING**, as per survey and plat of J. Randy Herron, PLS, entitled "Plat Prepared for Haywood County", dated June 10, 2002, Drawing No. 2433-480-A.

FURTHER, TOGETHER WITH and **INCLUDING** a right of way and easement for ingress, egress and regress, 40 feet in width, more particularly described as follows:

BEGINNING at a point, said point being located S. 55 deg. 28' 00" W. 71.72 feet from an iron at the southernmost corner of the Department of Corrections tract and runs thence S. 83 deg. 07' 45" E. 204.71 feet to a point in the westerly margin of Allens Creek Extension Road; thence with the margin of said Allens Creek Extension Road a curve to the left (counterclockwise) having a radius of 1632.64 feet, a chord bearing of S. 17 deg. 27' 43" W. 40.69 feet and an arc length of 40.69 feet; thence leaving said Allens Creek Extension Road N. 83 deg. 07' 45" W. 199.20 feet to a point in the westerly line of the Daniel Michael Boyd tract(Deed Book 373, page 730); thence with the westerly line of said Boyd tract two calls as follows: N. 22 deg. 32' 00" W. 29.34 feet and N. 55 deg. 28' 00" E. 21.83 feet to the **BEGINNING**, as per survey and plat of J. Randy Herron, PLS, entitled "Plat Prepared for Haywood County", dated June 10, 2002, Drawing No. 2433-480-A.

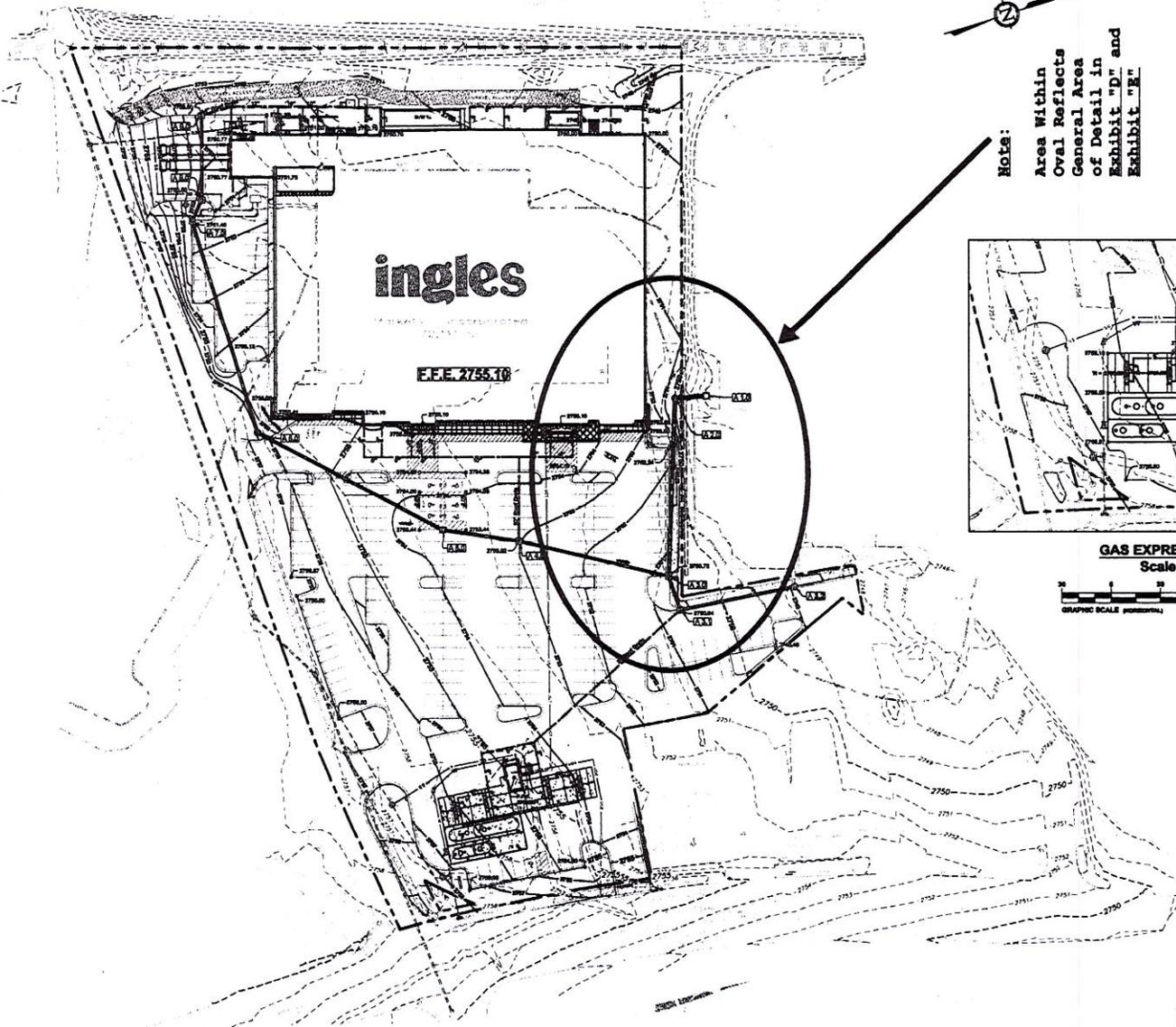
The last described right of way and easement is **SUBJECT TO** all of the terms and conditions of that Right of Way Deed between Kenneth Dwight Hatmon et ux and J. Aaron Prevost et al, recorded in Deed Book 347, page 806, Haywood County Registry, to which deed reference is hereby made for greater certainty of description.

Exhibit "B"

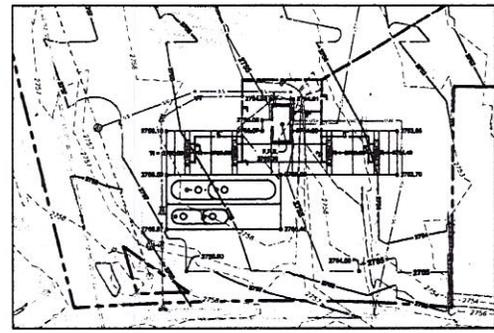
EXHIBIT "C"

Ingles Drainage Plan

PLANNED, DRAWN AND CHECKED BY: JWC
 DESIGN AND CHECKED BY: JWC
 DATE: 10/10/14
 SCALE: 1" = 40'
 JOB NUMBER: 14.020



Note:
 Area Within
 Oval Reflects
 General Area
 of Detail in
 Exhibit "D" and
 Exhibit "E"



GAS EXPRESS SITE PLAN
 Scale: 1" = 30'



LEGEND	
SYMBOL	DESCRIPTION
□	STORM SEWER STRUCTURE
○	STORM SEWER LINE
---	CONTOUR
---	PROPERTY LINE
---	SEWER

811 Know what's below.
 Call before you dig.

REVISIONS:			
NO.	DATE	DESCRIPTION	BY

SCALE:

**PRELIMINARY
 NOT FOR CONSTRUCTION**

LAND PLANNERS ASSOCIATES

DBA
 LAND PLANNERS ASSOCIATES OF NC, INC.
 110 WEST 1ST AVENUE - SUITE A
 RALEIGH, NC 27603
 919.847.8775 FAX 919.847.8714
 info@lpa-nc.com

Ingles
 Markets Incorporated
STORE #50
 1678 BROWN AVENUE
 WAYNESVILLE, NC 28786

PROPERTY INFORMATION:	
TAX MAP NUMBER:	005-70-029
REFERENCE D.S. & P.S.:	DB 001 PG 1 DB 003 PG 1274
ADDITIONAL INFO:	005-00-0105

ISSUE FOR CONSTRUCTION:	
PERMIT DATE:	
ISSUE DATE:	
DRAWN BY:	JWC
DESIGN BY:	JWC
CHECKED BY:	JWC
DATE:	10/10/14
SCALE:	1" = 40'
JOB NUMBER:	14.020

GRADING AND STORMWATER PLAN

C-105

STORE #50
 1678 BROWN AVENUE
 WAYNESVILLE, NC 28786

EXHIBIT "D"

Description/Depiction of Pipe Easement Area and Existing Box

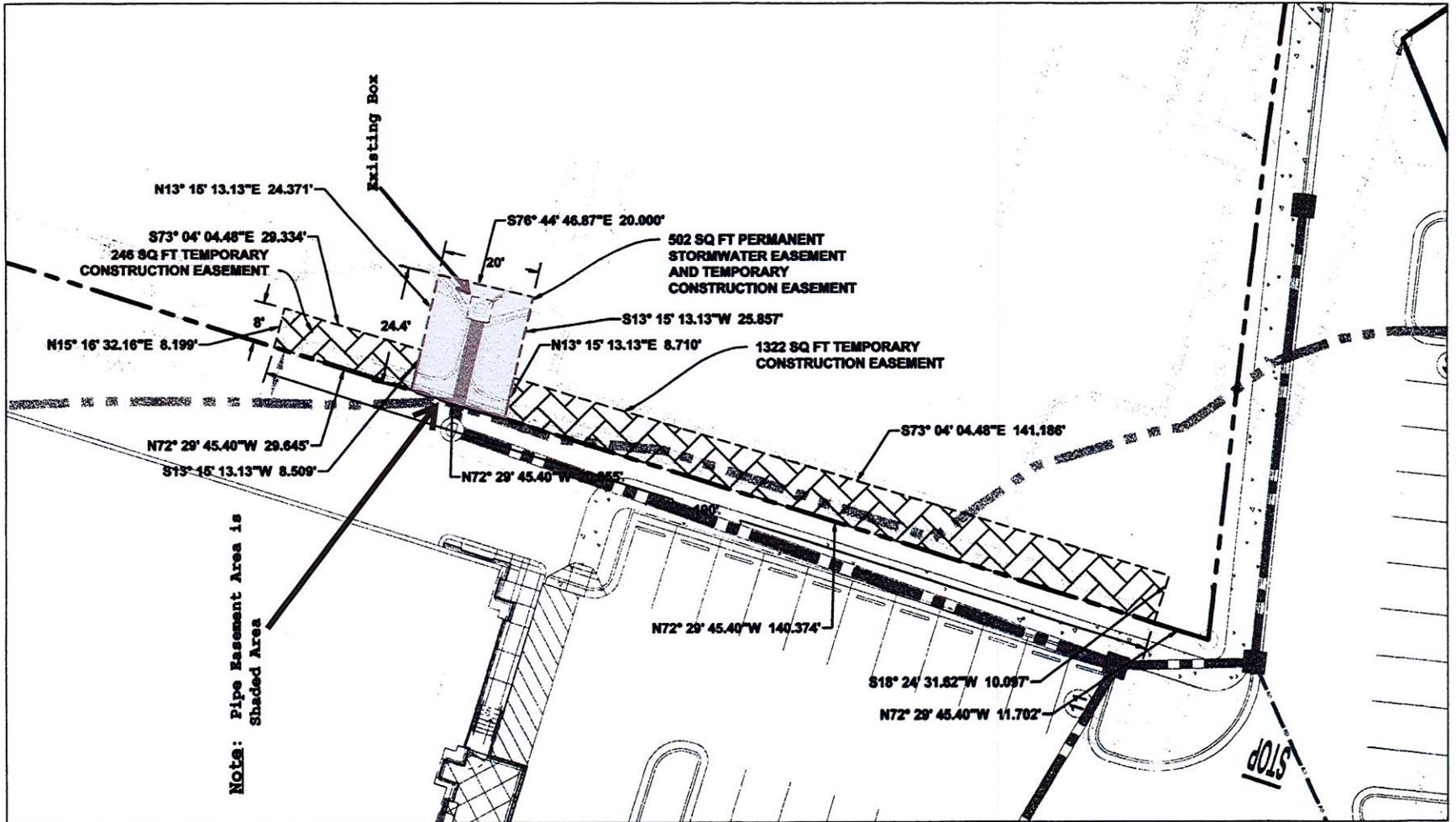
The following area located in the City of Waynesville, Waynesville Township, Haywood County, North Carolina:

Commencing at 5/8 rebar found being the common property corner of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1; thence along the common line of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1, N 72-29-45.40 W for 152.076 feet to a point being the Point of Beginning; thence along said line N 72-29-45.40 W for 20.055 feet to a point; thence leaving said line into the property of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180, N 13-15-13.13 E for 24.371 feet; thence S 76-44-46.87 E for 20.000 feet to a point; thence S 13-15-13.13 W for 25.857 feet to the Point of Beginning.

The above described tract contains 502 square feet more or less.

The foregoing area is more particularly shown and designated as "502 Sq Ft Permanent Stormwater Easement and Temporary Construction Easement" on the drawing attached as Page 2 of this **Exhibit "D"**.

Depiction of Pipe Easement Area and Existing Box



INGLES #58 EASEMENT EXHIBIT



EXHIBIT "E"

Description/Depiction of Construction Easement Areas

The following areas located in the City of Waynesville, Waynesville Township, Haywood County, North Carolina:

Commencing at 5/8 rebar found being the common property corner of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1; thence along the common line of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1, N 72-29-45.40 W for 11.702 feet to a point being the Point of Beginning; thence along said line N 72-29-45.40 W for 140.374 feet to a point; thence leaving said line into the property of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180, N 13-15-13.13 E for 8.710 feet to a point; thence S 73-04-04.48 E for 141.186 feet to a point; thence S 18-24-31.62 W for 10.097 feet being the Point of Beginning.

The above described tract contains 1322 square feet more or less.

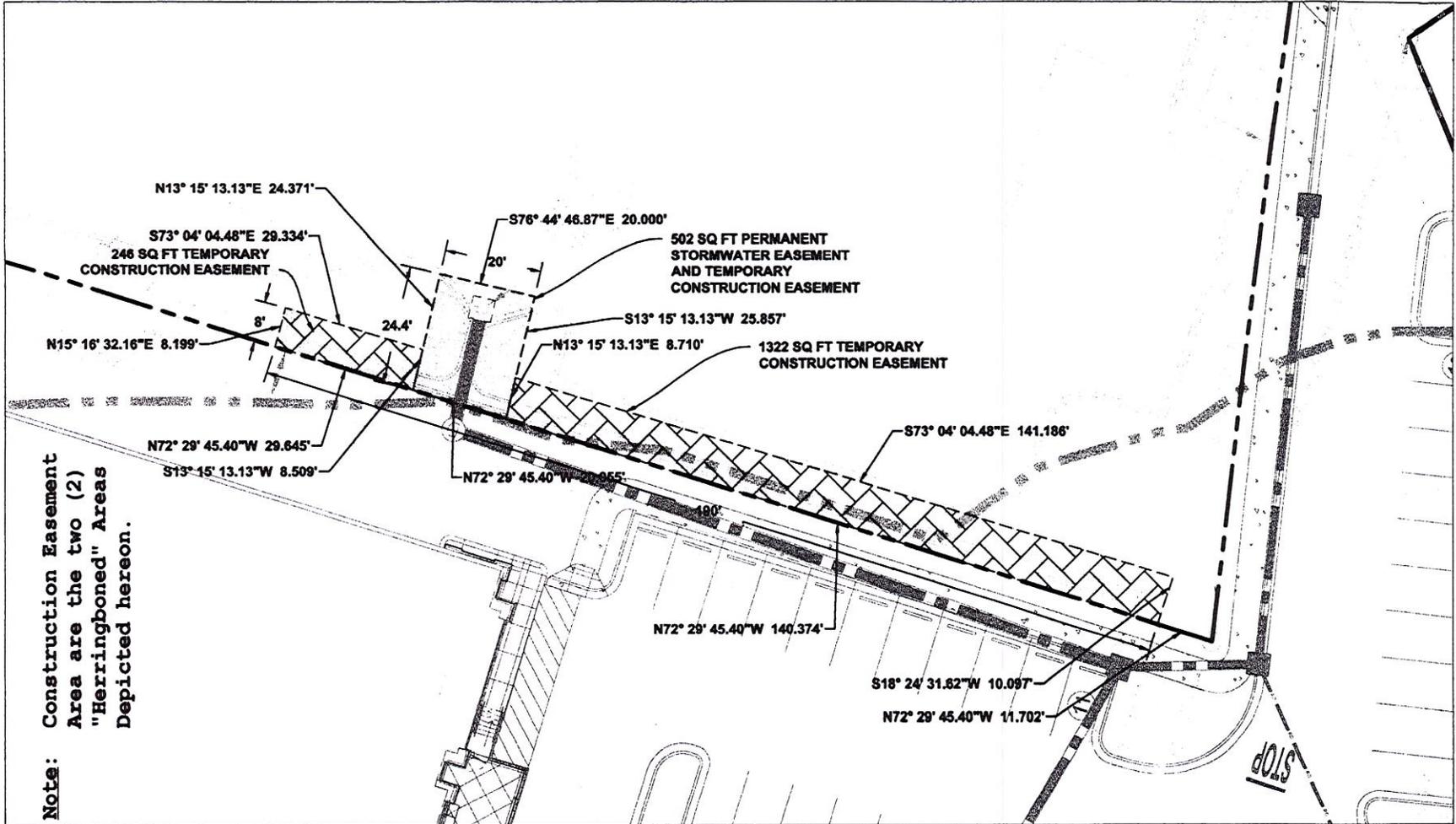
and

Commencing at 5/8 rebar found being the common property corner of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1; thence along the common line of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180 and Ingles Markets, Inc., PIN 8605-70-6079, D.B. 891, page 1, N 72-29-45.40 W for 172.131 feet to a point being the Point of Beginning; thence along said common line N 72-29-45.40 W for 29.645 feet; thence leaving said line into the property of Haywood County, PIN 8605-70-6571, D.B. 579, page 2180, N 15-16-32.16 E for 8.199 feet; thence S 73-04-04.48 E for 29.334 feet to a point; thence S 13-15-13.13 W for 8.509 feet to the Point of Beginning.

The above described tract contains 246 square feet more or less.

The foregoing areas are more particularly shown and designated as "1322 Sq Ft Temporary Construction Easement" and "246 Sq Ft Temporary Construction Easement", respectively, on the drawing attached as Page 2 of this Exhibit "D".

Depiction of Construction Easement Areas



INGLES #58 EASEMENT EXHIBIT