

supermarket or the business of any present or contemplated lessees or grantees of Purchaser. Seller further agrees that in no event will he allow the use of any property owned by it within a radius of one (1) mile to be used for the development of a supermarket, drug store or a retail facility in excess of 10,000 square feet which conflicts with the Purchaser's plans for the proposed Ingles center.

5.05 Seller and Purchaser agree that in connection with the transfer of title to Purchaser, Seller will retain a nonexclusive easement for ingress and egress over a portion of Parcel 1 and Parcel 2a, fifty (50) feet in width adjacent to the northern boundary of those parcels, for the benefit of adjacent parcels owned by Seller or acquired by Seller prior to or after such closing.

Seller and Purchaser also agree that each of them shall retain or receive from the other non-exclusive easements for ingress and egress over all parcels affected by any of the acquisitions referred to above (including all parcels). Such easements shall affect those portions of each tract which may actually be designated as driveways, roadways, or passageways by the party who actually develops such tract, and shall not restrict or interfere with the location of buildings or other improvements thereon.

The easements referred to above in this Section 5.05 shall be incorporated into deeds or other recordable instruments and recorded in connection with the transfer of each parcel sold.

5.06 During the course of development of this proposed shopping center, Seller and Purchaser agree to negotiate in good faith for cross parking easements and other community access common to shopping centers in order to provide for continuity of development. Seller and Purchaser agree that their consent to such cross parking agreements or other agreements shall not be unreasonably withheld.

#### ARTICLE VI

##### CLOSING

6.01 Settlement under the terms and conditions of this Contract shall take place at the offices of Purchaser's designated attorney upon the closing date as set forth herein, or at such other place and time as the parties might agree.

6.02 Seller shall pay for document deed stamps, and Purchaser shall pay all recording costs and the costs of title examination, if title examination is elected by Purchaser. Seller upon execution of this Contract shall deliver to Purchaser all plats, maps, surveys, title insurance policies or other evidence of title including abstracts, if any, in its possession with reference to the property to be conveyed.

#### ARTICLE VII

##### ROADS AND UTILITIES

7.01 Seller hereby represents that the property is adjacent to one or more public roads and that Purchaser, as owner of the property, will have unrestricted access from the property to such road(s).