TOWN OF KILL DEVIL HILLS

Land Where Flight Began

MEMORANDUM May 16, 2022

TO: Mayor and Board of Commissioners

FROM: Debora P. Diáz, Town Manager

REF: New Business

1. Site Plan Review — 1900 N. Croatan Highway in the Commercial Zone — Proposed Convenience Store and Gas Station (Attached NB-1)

Arista Development, LLC, has submitted a site plan for proposed construction of a 6,000 square foot Wawa convenience store, eight gas pumps, canopy, 52 parking spaces, two underground storage tanks, and associated site modifications. As noted in the Planning Department's attached memorandum, the proposed convenience store is a permitted use in the Commercial Zone.

At its April 19, 2022, meeting, the Planning Board reviewed the site plan and voted unanimously to forward it to the Board of Commissioners. The applicant has addressed most of the Staff's technical review comments; however, the following remain to be addressed:

- Planning:

  Site Plan Sheet (CS101): revise proposed fence on western property line to match the proposed buffer as shown on the landscaping plan on sheet CL101.

  Commercial Building Exterior

  a. Proposed roof shall have a minimum roof height of 6 feet measured from the top plate to the ridge per §153.186(C)(1)(d)
  b. Left (Fourth Street) elevation does not meet the minimum glazing and glazing façade calculations (6.7% provided, 10% required)

  Staff recommends approval of the site plan with the above listed conditions.
  A motion will be in order.

Director of
Planning and Inspections
MEREDITH GUNS

Building Inspector
MARTY SHAW
CHARLES THUMAN

Code Enforcement Officer
JORDAN BLYTHE

THE TOWN OF KILL DEVIL HILLS
NORTH CAROLINA

Assistant Director of
Planning and Inspections
CAMERON RAY

Senior Planner
RYAN LANG

Zoning Administrator
DONNA ELLIOTT

PLANNING DEPARTMENT

May 16, 2022

Memorandum

To: Debbie Diaz, Town Manager

From: Ryan Lang, Senior Planner

Subject: **SITE PLAN REVIEW** — 1900 N Croatan Highway in the Commercial Zone — Proposed Convenience Store and Gas Station

The proposed site plan, submitted by Arista Development LLC, calls for construction of a new 6000 sq. ft. WAWA Convenience Store, 8 gas pumps, canopy, 52 parking spaces, 2 underground storage tanks and associated site modifications. The proposed convenience store is a permitted use in the Commercial Zone (N) Retail Business (convenience store). Attached you will find a commercial site plan application, proposed site plan, owners authorization, reciprocal easement agreement, proposed architectural and floor plan of the convenience store, proposed architectural of the canopy, willingness to serve from KDHWWTP, LLC, and applicant's response to Planning Board comments.

The applicant has addressed most of staffs initial technical review comments; however, the following conditions remain to be addressed:

Planning

Site Plan

Sheet (CS101)

Revise proposed fence on western property line to match the proposed buffer as shown on the Landscaping Plan on sheet CL101.

Commercial Building Exterior

a. Proposed Roof shall have a minimum roof height of 6 feet measured from the top plate to the ridge per 153.186 (C)(1)(d)
b. Left (4th Street) Elevation does not meet the minimum glazing and glazing façade calculations (6.7% provided, 10% required).

Staff recommends approval of the site plan with the above listed conditions.

Director of
Planning and Inspections
MEREDITH GUNS

Building Inspector
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Planning

Site Plan

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Revise proposed fence on western property line to match the proposed buffer as shown on the Landscaping Plan on sheet CL101.

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b. Left (4th Street) Elevation does not meet the minimum glazing and glazing façade calculations (6.7% provided, 10% required).

Staff recommends approval of the site plan with the above listed conditions.

Town of Kill Devil Hills

FEB 28 2022

Planning & Inspections Department

Town of Kill Devil Hills Planning and Inspections
Commercial Site Plan Review Application*

Applicant

Name: Arista Development LLC C/O Doug Benoit

Address: 520 Providence Highway, Suite 9
Norwood, Ma 02062

Phone: (781) 769-5900

Fax: (781) 769-5959

Cell: (508) 641-7940

Property Owner

Name: Midtown Development Corporation

Address: 3200 Pacific Ave, Suite 100
Virginia Beach, VA 23451

Phone: (757) 754-8382

Fax:

Cell:

Property Location

Address: 1900 N Croatan Hwy (formerly 0 W Fourth St) Lot, Block: 029831000

Subdivision: Wright Shores Pin#: 988406288549

Zoning District: ☒ Commercial ☐ LI-1 ☐ LI-2 ☐ OIR

Total Lot Size: 101,099 Sq. Ft. Disturbed Area: 130,323 Sq. Ft.

Contractor

Company Name: TBD License Number:

Name: Phone:

Address: Cell:

Fax:

Town Privilege License Number:

Construction Information

Type of Construction:

☐ Assembly ☒ Business ☐ Educational ☐ Factory/Industrial ☐ High Hazard

☐ Institutional ☐ Mercantile ☐ Residential ☐ Storage ☐ Utility/Misc.

☒ New Construction ☐ Addition ☐ Repair/Replace ☐ Remodel ☐ Other:

Square Footage Proposed:

Interior Space: 6,049 Sq. Ft. Covered Deck(s): 0 Sq. Ft. Storage: 0 Sq. Ft.

Garage: 0 Sq. Ft. # of Bedrooms: N/A # of Open Deck(s): 0

Proposed Square Footage: 6,049 + Existing Square Footage: 0 = 6,049 Total Sq. Ft.

% Impervious Coverage: 65 + % Pervious Coverage: 35 = 100 Total % Coverage

# of Parking Spaces: *Existing:* 0 *Proposed:* 53 *Total:* 53

Septic Tank Permit #: N/A (sewer) Construction Type: IV

Estimated Construction Cost (including labor and materials): TBD

Flood Information

Flood Zone: ☐ VE ☐ AE ☒ X Base Flood Elevation:

Proposed First Floor Elevation: 9.5 Sq. Ft Below Base Flood Elevation:

**This form is designed as a guide for Commercial Site Plan Review.*
Additional plans and information will be required prior to building permits.

Project Description

The project consists of constructing a ± 6,000 WAWA C-STORE/MARKET with 8 gas pumps and 53 parking spaces.

Required Site Plan Information Checklist:

- ☒ Permit Application (Completed)
- ☒ Site Plan Including the following
  - Submittal Requirements:
    - ☒ Vicinity Map
    - Building Plans are forthcoming ☒ 15 Copies of Site Plan & Building Plan Elevations – Front, Side, and Rear
    - Forthcoming ☐ Tentative Health Department Approval
    - Forthcoming ☐ Site Plan Development Review Fee Paid in Full
  - Existing Conditions:
    - ☒ Boundary of Entire Lot
    - ☒ Width and Location of Existing Right of Ways
    - ☒ Nature, Purpose, Locations, and Size of Existing Easements
    - ☒ Iron Pins and Concrete Monuments
    - ☒ Scale (1" = 50" Minimum)
    - ☒ North Arrow
    - ☒ Streets Including Width of Pavement
    - ☒ All Underground Utilities, Gas/Propane Below or Above Grade
    - ☒ Dare Co. Register of Deeds Map Book/Subdivision Ref.
    - ☒ Street Address
    - ☒ Present Recorded Owner, Developer, Engineer contacts
    - ☒ Adjacent Property Owners, Adj. Use & Zone
    - N/A ☐ Corp. of Engineers Report / Wetland Study
    - ☒ NFIP Flood Zone (ref: Elevation Datum (NAVD 1988))
    - ☒ Minimum, Lot Size indicated
  - Proposed Improvements:
    - ☒ Zoning Use Compliance/Setbacks labeled
    - ☒ Landscaping Plan / Buffers / Screening (per section 153.073)
    - Forthcoming ☐ Lighting Plan - photometric showing point output (section 153.074)
    - ☒ Sedimentation & Erosion Control Plan including details
    - ☒ Disturbed Areas delineated & areas calculated
    - ☒ Location of Sidewalks on the Croatan Highway and Curbs
    - ☒ Location of Sewer Facilities and Drain field
    - ☒ Proposed Building Type, # of Floors and dimensions, floor area ratio, Height
    - ☒ Existing and Finished Grades of Entire Site
    - ☒ Storm Water Management Plan including calculations
    - ☒ Total Units and Density per Acre (Multi-Family) or floor area ratio (in OIR)
    - ☒ Lot Size and Lot Coverage Calculation
    - ☒ Utility Plan indicating location & sizes of proposed improvements
    - ☒ Water Service Sizing Checklist
    - ☒ Layout, Size and Number of Parking Spaces including handicap w/ setbacks (Each Space Numbered)
    - ☒ Fire Lane and Driveways
    - ☒ Loading Zone (Commercial Sites)
    - N/A ☐ Mail Delivery Cluster Sites (Multi-Family)

- [x] Proposed First Floor Elevation
- [x] Dumpster Pad Location
- [x] Proposed Sign Location
- [x] Sight triangle shown

Forthcoming
- [ ] Commercial Building Plans showing architectural compliance
- [x] Plans to N.C.D.O.T. (if required)
- [x] NC Engineer/Land Surveyor Seal on Site Plan

*** The items listed in the Site Plan portion of the above checklist represent information that must be indicated on any site plan submitted for review by the Kill Devil Hills Planning Department, Planning Board, and Board of Commissioners. All of the above required documents shall be submitted on or before the 3rd Tuesday of each month. Upon completion of review, the Planning Board shall transmit its recommendations to the Board of Commissioners. The Board of Commissioners shall review site plans on the second Monday of each month.

Signature of Applicant: _____ (Date) 2/16/2022

Town of Kill Devil Hills

FEB 28 20?

Planning & Inspections Department

TOWN OF KILL DEVIL HILLS, NORTH CAROLINA

OWNER AUTHORIZATION

I, Midtown Development Corp. (Owner), authorize Arista Development LLC (Agent/ Contractor)

to act as my agent for Site Plan Review Application (Description)

located at 1900 N Croatan Hwy (formally 0 W Fourth Street) (Address).

I understand and accept responsibility to comply with all regulations and required inspections.

I further understand and acknowledge that until a final inspection has been performed and approved and this project has received a Certificate of Occupancy/Completion (CO), no portion of this project is authorized for use or occupancy.

Signature of Owner

2/9/22
Date

Doug Benoit
Signature of Agent

2/9/2022
Date

520 Providence Highway, Suite 9
Norwood, Ma 02062
Address

(781) 769-5900
Telephone # (s)

OWNER AUTHORIZATION IS REQUIRED AT INITIAL SUBMITTAL

Please check with you Insurance Agent prior to construction. Your project may affect your flood insurance rates!

PO Box 1719 • Kill Devil Hills, NC 27948
252-449-5318 • 252-441-4102 (fax) • www.kdhnc.com

KDHWWTP, LLC
P.O. Box 3629
Kill Devil Hills, NC 27948
NCUC W-1160

Willingness to Serve

March 31, 2022

Arista KDH, LLC
450 Station Avenue
S. Yarmouth, MA 02664

Re: WAWA 1900 N. Croatan Highway

To whom it may concern:

The Public Utility currently has sufficient sewer capacity available and we are Willing to Serve the above referenced property with 1800 gpd of sewer capacity.

My best regards,
Eddie Goodrich
Eddie Goodrich
Owner Manager

Kimley»Horn

May 02, 2022

Mr. Ryan Lang
Senior Planner
Town of Kill Devil Hills
102 Town Hall Drive
P.O. Box 1719
Kill Devil Hills, NC 27948

RE: ***Wawa – N Croatan & W 4th***
1900 N Croatan Highway
Kill Devil Hills, NC
Kimley-Horn #116543032

Dear Mr. Lang,

In response to the City's review of the above-referenced project received by Kimley-Horn on April 19, 2022, we offer the following responses.

Planning

Site Plan Sheet (CS101)

a. Proposed landscaping fence on Western property line shall have the required landscaped area be located between the fence and the property line. Fence is shown on North West corner along property line. Fence and landscaping buffer shall be extended across the property line adjacent to the proposed interconnected drive aisle and parking on the adjacent parcel.

- Both fence and landscaping buffer have been extended across the property line adjacent to the proposed interconnected drive aisle on Truist property. Wawa has further internal discussion about the fence, they are proposing 6' wooden shadowbox privacy fence for screening and noise reduction purposes.

b. Connection Agreement between WAWA and Truist Bank required.
   i. Administrative approval and permit required separately.
   ii. Provide written agreement of interconnection.

- An executed Reciprocal Easement Agreement has been submitted to Town

Landscaping

Sheet (CL101)

a. Parking Lot Interior Green Space: Trees required at 1 per 10 Parking Spaces

- 6 trees are provided for 52 parking spaces

b. List number of shrubs provided for Parking Lot Interior Green Space.

- 38 shrubs are provided

Commercial Building Exterior

a. Note Roof Height from top plate to ridge.
b. Note Roof Overhang.
c. Note Roof Slopes.
d. Provide Glazing Calculations for US158 and 4th Street Elevations.

- Roof height, roof overhang and roof slopes are noted on building elevations. The glazing percentage is 26.5 % and 6.7% for US 158 and 4th Street, respectively.

Lighting

a. Canopy lighting shall be shielded and contained within the perimeter of the canopy as to not have glare onto US158, 4th Street, and adjacent properties.

- Revised lighting plan indicated that all light sources on site shall be contained within the perimeter of the site. It also indicated that perimeter light poles are shielded.

b. Revised average minimum/maximum on proposed canopy lighting to match footcandles produced.

- Average minimum/maximum has been corrected.

Public Services

Streets

1. Public Services would like to see the curb and gutter on the west end of the south side lane taper terminate short of the residential driveway at a point that is in line with the eastern residential property line. The section of the turn lane taper between the residential driveway and the "projected" property line will be fine without curb and gutter.

- Curb and gutter will be added

2. We would like the asphalt pavement detail on sheet CS506 for sections requiring 5" of fill or more showing the existing asphalt being broken up with ABC grading and new asphalt section installed be revised to incorporate pavement wedging in lieu of pavement demolition and rebuild. Historically, in our area, we have seen paving contractors elect to wedge short sections like this with asphalt in lieu of mobilizing a milling machine, a grade crew for the ABC stone and following up with an asphalt crew.

We also prefer the wedging process because it is much faster and will allow the road to be quickly reopened to traffic. Please revise the detail to show the pavement section to be wedged with asphalt in multiple lifts.

- Pavement wedging method will be incorporated

3. Provide required pavement overlay thickness in inches for the existing West Forth Street pavement section detail on Sheet CS506.

- Overlay thickness is 2"

4. The proposed surface elevation at PVI station 11+95.81 on the West Fourth Street Profile on sheet CG103 appears to equal to the existing surface elevation. Please confirm that the pavement overlay thickness is accounted for in the profile and cross-sections.

- Pavement overlay will be accounted for station 11+95.81.

5. Storm structures STI0 and STI0A shown on sheet CG101 are detailed as curb inlets and it looks like these should be revised to drop inlets and be placed behind the back of curb in the existing swale to receive stormwater draining from the west in the road side swales. Please review this drainage pattern and make accommodations to capture the stormwater draining from west to east in West Fourth Street and west of the road widening.

- Drop inlets will be used for ST10 and ST10A

6. The driveways are included in the overall drainage area map, however, portions of the driveways south of the valley gutters at the asphalt transitions do not appear to be captured by the on-site drainage system. What accommodations can be made to capture the stormwater draining off the downward sloping driveways and retaining it on-site?

- The runoff from driveways can't be captured by on-site drainage system because 4th Street is lower than the site. We will make an attempt to provide curb cut and drain the runoff from the driveways to the adjacent landscape area.

7. A NCDOT Access Permit for the proposed WEST Fourth Street roadway. Applicant has acknowledged this comment and will remain as a condition, no action required at this time.

- Noted.

Water System

8. Please confirm with NCDEQ PWS if the water main replacement requires a water main extension permit or not and copy Public Services with the written or emailed response from PWS. If required, a copy of the NCDEQ PWS water main extension permit will need to be provided prior to final building permit.

- We will confirm with NCDEQ PWS

9. Add to the utility notes on Sheet CU101 that water main improvements are to be installed in accordance with the Town of Kill Devil Hills Standard Waterline Specifications.

- Note will be added on Sheet CU101

10. The 6" D.I.P. main replacement is shown in the same location as the existing A.C. main in West Fourth Street. We typically abandon A.C. mains in place and install new main parallel with the A.C. main with approximately 3' separation, if available, to prevent a kick out of the A.C. main during construction. We recommend showing the proposed main 3 feet south of the existing main and connect to the existing main at the west end of the main replacement using an A.C. to D.I.P. transition coupling, short stick of D.I.P and a two 45-degree bend assembly. The east end of the new D.I.P. will need to connect to the future water main using a stainless steel tapping sleeve and valve. The new north to south main will be located approximately 3 feet east of the existing main. Please coordinate with American Engineering to incorporate the future main into the site plan.

- We will show 6" DIP main as requested.

11. The existing hydrant in the water main replacement zone will need to be replaced.

- Fire hydrant will be replaced.

12. Water meters need to be moved to the property line and the reference to K-Copper can be removed as well since the town will be installing the meters and using CTS tubing.

- Noted.

13. Please confirm the response item 9.g in the Kimley Horn 4/5/22 comment response letter that *"Ten feet of horizontal separation is provided between the proposed water lines and sanitary sewer line.*

- We will revise and ensure 10' horizontal separation is provided

14. Anticipated fees associated with the proposed service based on the current rate schedule:

System Development 1.5" meter		= $10,500.00
1.5" Tap Fee		= $3,945.00
1.5" Surety		= $350.00
5/8"x3/4" Tap Fee (irrigation meter)		= $1,145.00
5/8"x3/4" Surety		= 100.00
	TOTAL	= **$16,040.00**

Applicant has acknowledged these fees and will remain for reference.

- Noted.

Wastewater

15. Site engineer advises that pump station and sewer force main plans are being prepared by Michael W. Robinson, P.E. Wastewater force main extension plans need to be submitted and approved prior to final approval.

- Pump station and force main plans will be submitted to DEQ and Town separately by Michael W Robinson.

16. A Copy of the NCDEQ Wastewater Extension (Fast Track) permit will need to be provided prior to final building permit. Applicant has acknowledged this comment and will remain as a condition, no action required at this time.

- Noted.

17. A NCDOT Encroachment Agreement for the proposed sewer force main in US 158 is required prior to final building permit. Applicant has acknowledged this comment and will remain as a condition, no action required at this time.

- Noted.

Please contact me at (757) 213-8600 or jeremy.yee@kimley-horn.com should you have any questions or desire additional information.

Sincerely,
KIMLEY-HORN

Jeremy Yee, P.E. (TX, VA)
Senior Project Manager

Robyn Niss, P.E.
Engineer of Record

Prepared by and mail after recording to:

_____

_____

_____

STATE OF NORTH CAROLINA
COUNTY OF DARE

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between Truist Bank, a North Carolina corporation, formerly known as Brank Banking and Trust Company (the "Truist Owner"), Arista KDH LLC, a Massachusetts limited liability company qualified to do business in the State of North Carolina (the "Arista Owner"), and Wawa, Inc., a New Jersey corporation ("Wawa").

RECITALS

A. The Truist Owner is the owner of that certain real property situated in the City of Kill Devil Hills, County of Dare, State of North Carolina, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Truist Property").

B. The Arista Owner is the owner of that certain real property situated in the City of Kill Devil Hills, County of Dare, State of North Carolina, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Arista Property").

C. The Arista Owner and Wawa (hereafter defined) intend to develop the Arista Property for use by Wawa pursuant to the Wawa Lease (hereafter defined).

D. The Truist Property is currently developed and used by the Truist Owner as a banking/financial institution.

E. The parties hereto desire to impose certain easements upon the Parcels (hereafter defined), and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Truist and Arista and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Truist Owner and the Arista Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Truist Owner (as to the Truist Property) and the Arista Owner (as to the Arista Property) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, the Truist Property and the Arista Property, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Wawa Lease" shall mean that Land Lease Agreement of the Arista Property from the Arista Owner as landlord to Wawa as tenant, and any amendments, extensions or replacements thereof.

(e) The term "Site Plan" shall mean the approved site plan for the development of the Arista Property for use by WAWA, substantially as shown on the sketch plan of the Parcels attached hereto as Exhibit "C" and by reference made a part hereof (the "Sketch Plan"). Except as may be otherwise provided in this Agreement, the Sketch Plan is for identification purposes only and the Site Plan shall control.

(f) The term "Driveway" shall mean those certain drive aisles (expressly excluding all drive-thru lanes on the Truist Property used for drive-thru teller or ATM service) and related driveway improvements, paving, curbing, entrances and exits, to be shown on the Site Plan and located in the locations on the Parcels as identified on the Sketch Plan.

2. Easements.

2.1 Grant of Reciprocal Easement. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and

all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easement which is hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

> An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed on the Arista Property and the Truist Property including, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels, as they may exist from time to time, including, without limitation, No. Croatan Highway, West 4th Street, and West 5th Street (collectively, the "Main Streets"). The Driveway shall be kept open at all times, except for temporary closing for emergencies, maintenance, repair and replacement work or as may be necessary to avoid public dedication thereof. Except as expressly set forth herein, there shall be no obstruction to the free flow of traffic and delivery facilities. No Owner shall close any of the curb-cuts on the Main Streets providing access to the Parcels, except for temporary closing for emergencies, maintenance, repair and replacement work.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Wawa, in the case of the Owner of the Arista Property) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the grossly negligent, intentional or willful acts or omissions of such Owner or Wawa, its contractors, employees, agents, or others acting on behalf of such Owner or Wawa.

2.3 Access Opening. The opening and access point contemplated between the Parcels for use of the Driveway is as shown on the Sketch Plan and such openings and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Sketch Plan, except for temporary closing for emergencies, maintenance, repair and replacement work. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

2.4 Temporary Construction Easement. For the benefit of the Arista Owner, the Truist Owner hereby grants, transfers and conveys to Arista, as an appurtenance to the Arista Property, a temporary, non-exclusive easement to use the portion of the Truist Property extending from the common boundary line of the Parcels into the Truist Property to the southwesternmost area of paved surfaces on the Truist Property, as shown cross-hatched on the Sketch Plan (the "Construction Easement Area") for the purpose of (i) connecting the Driveway on the Arista Property with the Driveway on the Truist Property at the Access Opening (hereafter defined), including all necessary grading, construction and paving, and the removal of five (5) existing parking spaces on the Truist Property, and (ii) installing seven (7) paved parking spaces on the Truist Property in that certain location shown on the Sketch Plan (collectively, the "Arista Work"). Further, the Arista Work shall include the modification of the stormwater management pond on the Truist Property, but only in connection with and as necessitated by the installation of the parking spaces. Prior to commencement of any work that affects the stormwater pond, the Arista Owner shall submit plans for such work to the Truist Owner for its review and approval, provided, in the event that that the Truist Owner has not responded to such plans in fifteen (15) days, the plans will be deemed approved and Arista Owner may proceed to commence work on or around the stormwater pond in accordance with the plans submitted. The

Arista Work shall be done in compliance with all applicable governmental permits and approvals and at the sole cost and expense of the Arista Owner. The Arista Owner shall (i) cause the Arista Work to be conducted as efficiently and quickly as possible and in a manner so as to minimize interference with the business operations on the Truist Property; (ii) cause the Arista Work to be completed in a good and workmanlike manner; (iii) conduct all construction and related activities permitted hereby for the Arista Work within the Construction Easement Area or on the Arista Property (and specifically not on the Truist Property outside of the defined Construction Easement Area), including without limitation the storage of equipment, vehicles and materials which is permitted within the Construction Easement Area; and (iv) promptly, at its sole cost and expense, clean the area and reasonably restore the affected portion of real property on the Truist Property after installation of improvements and facilities (including without limitation, any disturbed landscaping) to a condition substantially equal to or better than the condition which existed prior to the commencement of such work. The Arista Owner will give the Truist Owner at least five (5) days prior written notice before commencing any work within the Construction Easement Area. If any of the construction and installation work will prevent or otherwise unreasonably interfere with the operation of the branch banking facility on the Truist Property, the Arista Owner will to the extent possible and commercially reasonable conduct such work outside of such facility's customary business hours. This temporary construction easement shall automatically expire upon Arista's completion of the Arista Work as described herein, which shall be completed within ninety (90) days of its commencement (the "Temporary Construction Period") unless due to matters outside of the commercially reasonable control of the Arista Owner, but in no event more than one hundred eighty (180) days. The Arista Owner shall procure and maintain at all times during the Temporary Construction Period a general liability insurance policy covering the Arista Owner's actions under this Section 2.4, which insurance shall be in an amount equal to One Million Dollars ($1,000,000.00) for any one occurrence or accident with an aggregate of Two Million Dollars ($2,000,000.00), and shall name the Truist Owner as an additional insured thereunder. The Arista Owner shall, prior to commencement of the Temporary Construction Period and thereafter if and when requested by the Truist Owner, provide the Truist Owner with a copy of its certificate of insurance evidencing such insurance.

The Arista Owner shall keep the Truist Property free and clear of all mechanic's liens, construction liens and other liens caused by the Arista Work on the Truist Property by Arista Owner or its employees, agents and contractors. The Arista Owner agrees to indemnify, defend and save the Truist Owner harmless of and from all liability, loss, damage, costs or expenses (including attorneys' fees) incurred on account of any claims of any nature whatsoever for work contracted for by Arista Owner, or materials or supplies furnished to Arista Owner, including any lien claims of laborers, materialmen or others, as a result of the Arista Work. If any such liens are recorded against the Truist Property, the Arista Owner shall cause any such liens to be removed of record within 30 days after written notice from the Truist Owner to the Arista Owner that a lien as been filed. If the Arista Owner fails to cause any such liens to be removed of record within such 30 days, the Truist Owner (in addition to all other remedies herein or by law provided) may, immediately or at any time thereafter and without notice to the Arista Owner, cause any such liens to be removed of record by payment or otherwise, in which event all expenditures and costs incurred by the Truist Owner in connection therewith (including attorneys' fees), with interest at twelve percent (12%) per annum, shall be due and payable by the Arista Owner to the Truist Owner upon demand.

Notwithstanding any other provision herein, the Temporary Construction Easement shall expire and Arista Owner shall have no further rights under this Section 2.4 as of June 30, 2023.

3. Maintenance of Driveway.

3.1 Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the portion of the Driveway located on its Parcel in reasonable condition and repair and shall maintain and repair such portion of the Driveway, as

necessary, to ensure compliance with all laws, including, without limitation, the Americans with Disabilities Act ("ADA"). Following the construction of improvements thereon, maintenance of the Driveway shall include, without limitation, maintaining and repairing the surface of the parking and roadway areas, including snow and ice removal, three hundred sixty-five (365) days per year and performing any and all such other duties as are necessary to maintain such Driveway in a clean, safe, orderly condition and in compliance with all laws, including, without limitation, the ADA. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Driveway to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), provided, however, that all such restorations, repairs or rebuilding shall be in compliance with the requirements of all laws then in effect, including, without limitation, the ADA. The Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be materially altered, modified, relocated, blocked except for temporary closing for emergencies, maintenance, repair and replacement work; provided, however, that each Owner reserves the right to alter, modify, reconfigure, or relocate certain portions of the Driveway on its Parcel provided the Access Opening remains the same.

3.2 Notwithstanding any other provision contained herein, the Truist Owner recognizes that the nature of Wawa's business will require the removal of snow and ice from the Driveway at all hours of the day. Consequently, if the Truist Owner fails to promptly remove snow and ice from the portion of the Driveway on the Truist Property, then the Truist Owner grants to Wawa the right, but not the obligation, to remove snow and ice from the Driveway, at Wawa's sole cost and expense.

3.3 In the event that there is no business on the Truist Property which is operating and open to the public, then the Truist Owner grants to Wawa the right, but not the obligation, to install, operate and maintain lighting fixtures within the portion of the Driveway on the Truist Property, at Wawa's sole cost and expense.

4. Construction of Improvements. Notwithstanding anything set forth in this Agreement, there shall be no obligation for the easement established in Section 2 of this Agreement that burdens the Arista Property to be open for use by the public until completion of construction on the Arista Property. The Driveway shall be constructed and completed by the Arista Owner at the same time as the Arista Owner develops the Arista Property for Wawa under the Wawa Lease (in accordance with the Site Plan and plans approved by Wawa under the Wawa Lease).

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

5.2 Additional Truist Property Restrictions. Throughout the term of this Agreement and for so long as a Wawa is being operated on the Arista Property, it is expressly agreed that neither all nor any portion of the Truist Property shall be used, directly or indirectly, for a convenience store or fuel dispensing facility. The term "convenience store" means any store generally recognized by the retail industry as being a convenience store, including but not limited to, the type of store operated by Tenant, Sheetz, 7-Eleven, Turkey Hill, Hess, Speedway, Cumberland Farms, QuickChek, Royal Farms, Circle K, Exxon-Mobil (On the Run), Race Trac, Gate, Thorntons, Hess Express, Murphy USA, Murphy Express or Sunoco A-Plus. The term "fuel dispensing facility" means any facility or station that dispenses fuel, whether self-service and/or full-service.

5.3 Additional Arista Property Restrictions. Throughout the term of this Agreement and for so long as a bank is being operated on the Truist Property, it is expressly agreed that neither all nor any portion of Arista Property shall be used, directly or indirectly, for any one or more of the following purposes: financial services purposes. "Financial Services Purposes" shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any of the above services; provided, however, the foregoing prohibition does not prohibit the use of automated teller machines on the Arista Property.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than One Million Dollars ($1,000,000.00) for any one occurrence or accident with an an aggregate of Two Million Dollars ($2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) and Wawa, Inc. (during the continuance of the Wawa Lease) as additional insureds. Upon written request, each Owner shall provide the other with a copy of its certificate of insurance evidencing such insurance. Notwithstanding the foregoing, the Truist Owner may self-insure, or contract with Truist's parent corporation to insure, for all or any part of the insurance required pursuant to the terms hereof, or carry the insurance required in one or more blanket insurance policies.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Truist Property or the Arista Property. No easements, except those expressly set forth in paragraph 2, including an easement over the Construction Easement Area on the Truist Property so as to enable the construction of the Driveway and other improvements required for the initial development for Wawa by the Arista Owner, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Wawa shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Wawa shall have the right, but not the obligation, to enforce this Agreement on behalf of the Arista Owner, and/or to cure a breach or default hereunder by the Arista Owner, which enforcement or cure shall be accepted by the Truist Owner as if effected by the Arista Owner. Truist Owner shall have the right to enforce the terms hereof against Wawa, for so long as Wawa is a tenant on the Arista Property.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice

thereof by an Owner or Wawa (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Wawa or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the actual or reasonable costs thereof.

9.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise. As of the date of this Agreement, each Owner represents that no mortgage encumbers its Parcel unless the holder of such mortgage has signed the Joinder attached hereto.

9.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Wawa, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Dare County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Truist Property and the Arista Property in accordance with paragraph 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Wawa) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Truist Property and the Arista Property, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Dare County, North Carolina.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Wawa (during the continuance of the Wawa Lease).

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Wawa under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Wawa Lease, any consent by the Owner of the Arista Property, to be effective, shall also require the consent of Wawa, and Wawa shall be permitted to withhold its consent to any changes related to the Access Opening, Driveway or use restrictions that burden or benefit the Arista Property in its sole and absolute discretion.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Separability. Each provision of this Agreement and the application thereof to Truist and Arista are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Wawa may change from time to time their respective address for notice hereunder by like notice to the other party and Wawa. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Wawa (during the continuance of the Wawa Lease). The notice addresses of the Truist Owner, the Arista Owner and Wawa are as follows:

Wawa: Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063

With a required copy to:

Wawa, Inc.
Attention: Legal Department
260 W. Baltimore Pike
Wawa, PA 19063

Truist Owner: Truist Bank
101 North Cherry Street, Suite 710
Winston-Salem, NC 27101
Attention: Real Estate
Property Code: 152895

Arista Owner: Arista KDH LLC
450 Station Avenue
South Yarmouth, MA 02664

With a required copy to:

Shari L. Lobe, Esq.
Arista Development, LLC
520 Providence Highway, Suite 9
Norwood, MA 02062

11.12 **Governing Law. THIS AGREEMENT, AND ALL THE RIGHTS OF THE PARTIES SHALL BE GOVERNED AS TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, ENFORCEMENT AND IN ALL OTHER RESPECTS BY THE LAW OF THE STATE IN WHICH THE PARCELS ARE LOCATED, WITHOUT REGARD TO ITS RULES AND PRINCIPLES REGARDING CONFLICTS OF LAWS OR ANY RULE OR CANON OF CONSTRUCTION WHICH INTERPRETS AGREEMENTS AGAINST THE DRAFTSMAN.**

11.13 Estoppel Certificates. Each Owner and Wawa, within thirty (30) days of its receipt of a written request from the other Owner(s) or Wawa, shall from time to time provide the requesting Owner or Wawa, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether

any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 OFAC Disclosure. Each Owner and Wawa represents and warrants to the other (i) that neither the party nor any person or entity that directly or indirectly owns any interest in such party (other than any public shareholder) nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that such party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Agreement, each party shall comply with the Executive Order and with the Money Laundering Act

[remainder of page intentionally left blank, signature pages to follow which may be executed in counterpart]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TRUIST BANK,
a North Carolina banking corporation

By: Kristin B Stone
Name: Kristin B Stone
Title: VP

STATE OF ~~NORTH CAROLINA~~ Virginia
COUNTY OF Colonial Heights

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Vice President / Kristin Stone.

Date: 1-28-22

Notary Public

Willie S. Graham
Printed Name

[official seal]

My commission expires: Jan 31 2022

WILLIE JAMES GRAHAM
Notary Public
Commonwealth of Virginia
Registration No. 7797594
My Commission Expires Jan 31, 2022

[signatures continued on following pages]

ARISTA KDH LLC,
a Massachusetts limited liability company

By: _____
Name: GREGORY BOTSIVALES
Title: MANAGER

STATE OF MASSACHUSETTS
COUNTY OF Barnstable

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Gregory Botsivales.

Date: January 28, 2022

_____
Notary Public

Shari L. Lobe
Printed Name

[official seal]

My commission expires: 9-4-26

SHARI L. LOBE
Notary Public
Commonwealth of Massachusetts
My Commission Expires:
September 4, 2026

[signatures continued on following page]

WAWA, INC.,
a New Jersey corporation

By: _____
Name: BRIAN A. SCHALLER
Title: Executive Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Brian A Schaller.

Date: January 26, 2022

_____
Notary Public

Andrea J Woolbert
Printed Name

[official seal]

My commission expires: _____

Commonwealth of Pennsylvania - Notary Seal
ANDREA J. WOOLBERT, Notary Public
Delaware County
My Commission Expires March 3, 2024
Commission Number 1296438

JOINDER AND SUBORDINATION

The undersigned being the current holder of a mortgage encumbering a Parcel hereby joins in this Agreement for the purpose of subjecting and subordinating its mortgage lien pursuant to the to the terms and conditions of Section ___ of the Agreement to which this Consent and Subordination is attached.

_____

By:_____
Name:
Title:

Witnesses:

_____

_____

STATE OF _____ :

: SS.

COUNTY OF _____ :

On the ____ day of _____, 20__, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged under oath, to my satisfaction, that this person signed, sealed and delivered the attached document as _____of _____, the company named in this document, and this document was signed and made by the company as its voluntary act and deed.

WITNESS my hand and seal the day and year aforesaid.

_____
Notary Public
My Commission Expires:

Exhibit "A" - Legal Descriptions of Parcels A and B.
Exhibit "B" - Sketch Plan. Identify Parcels A and B, the Access Opening and Driveways

Exhibit A

Legal Description of the Truist Property

BEING a certain tract or parcel of land located in Atlantic Township, Dare County, North Carolina and being more particularly described as follows:

BEGINNING at an existing concrete monument in the southwesterly right of way line of U.S. 158 said concrete monument also being located in the southern right of way line of Fifth Street said concrete monument also being located the following two (2) courses and distances from the northeastern corner of property now or formerly owned by Midtown Development Corp. as recorded in Deed Book 164, page 169, Dare County Registry: (i) North 26° 48' 39" West 36.81 feet to an existing concrete monument and (ii) along a curve to the right having a radius of 11,385.00 feet an arc distance of 248.05 feet a chord bearing and distance North 27° 27' 26" West 248.05 feet to an existing concrete monument, the point and place of beginning; running thence from said beginning point along the southwesterly right of way line of U.S. 158 along a curve to the left having a radius of 11,385.00 feet an arc distance of 248.05 feet a chord bearing and distance South 27° 27' 26" East 248.05 feet to an existing concrete monument; thence continuing along the southwesterly right of way line of U.S. 158 South 26° 48'39" East 36.81 feet to an existing concrete monument in the northeastern corner of property now or formerly owned by Midtown Development Corp. as recorded in Deed Book 164, page 169, Dare County Registry; running thence along the northern line of Midtown Development Corp. South 60° 32' 51" West 288.77 feet to an existing concrete monument in the eastern line of Lot 174 as shown on Map of Wright's Shores Section 1 as recorded in Map Book 4, page 33, Dare County Registry; thence along the eastern line of Lots 174, 175, 176, 177 and 178 as shown on Map of Wright's Shores Section 1 as recorded in Map Book 4, page 33, Dare County Registry North 29° 27' 07" West 299.96 feet to an existing concrete monument in the southern right of way line of Fifth Street; thence along the southern right of way line of Fifth Street North 60° 32' 53" East 284.16 feet to a rebar set; thence along a curve to the right having a radius of 15.00 feet an arc distance of 23.80 feet a chord bearing and distance South 73° 46' 18" East 21.38 feet to an existing concrete monument in the southwesterly right of way line of U.S. 158, the point and place of beginning, containing 2.03 acres (88,363 square feet), more or less, as shown on survey for BB&T Bank and Trust, Co. by M. Douglas Styons, Jr., Registered Land Surveyor, L-3227, dated September 30, 1998.

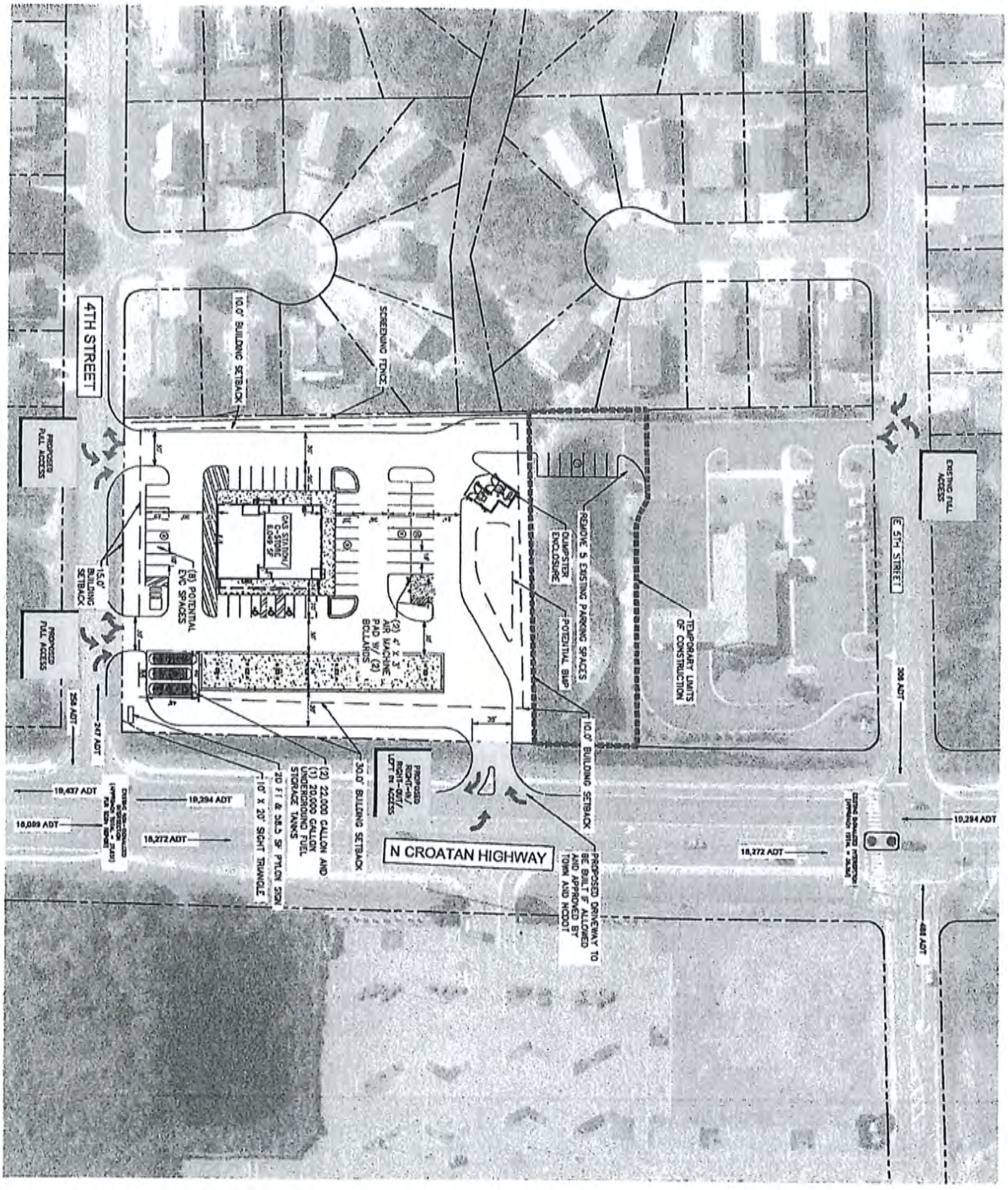
Exhibit A

Legal Description of the Arista Property

Exhibit B

Sketch Plan

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SHEET NUMBER 1 OF 1	**EXHIBIT B** KILL DEVIL HILLS NORTH CAROLINA	*PROPOSED ACCESS EASEMENT*	KHA PROJECT 116543032 DATE 01/12/2022 SCALE AS SHOWN DESIGNED BY AMB DRAWN BY AMB CHECKED BY JT		**Kimley»Horn** © 2021 KIMLEY-HORN AND ASSOCIATES, INC. 4525 MAIN STREET, SUITE 1000, VIRGINIA BEACH, VA 23462 PHONE: 757-213-8500 FAX: 757-213-8501 WWW.KIMLEY-HORN.COM	No.	REVISIONS DATE BY