

Document Prepared By:
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Spartanburg, SC 29302
Phone No.: (864) 342-1111

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

RESTRICTIVE COVENANTS

THESE RESTRICTIVE COVENANTS (the "Restrictions") are made this 5th day of June, 2024, by Evergreen Farms of Starr, LTD (hereinafter referred to as "EVERGREEN").

WITNESSETH:

WHEREAS, EVERGREEN is the owner of that certain tract of land located in Anderson County, South Carolina and described in Exhibit "A" attached hereto and made a part hereof (herein referred to as the "A Tract"); and,

WHEREAS, EVERGREEN has conveyed to Patton Development SC, LLC, a South Carolina limited liability company (herein referred to as "PATTON") that certain parcel of land located in Anderson County, South Carolina and described in Exhibit "B" attached hereto and made a part hereof (herein referred to as the "B Tract") the same being adjacent to the A Tract; and,

WHEREAS, the B Tract will be developed by PATTON and leased to Dolgencorp, LLC (herein referred to as "Dollar General"); and,

WHEREAS, as a condition of the acquisition by PATTON from EVERGREEN, EVERGREEN agreed to subject A Tract to the Restrictions as contained herein.

NOW, THEREFORE, for and in consideration of the above recited premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, EVERGREEN hereby subjects A Tract to the following Restrictions.

1. No portion of A Tract shall be developed, leased, rented, occupied, or allowed to be developed, leased, rented or occupied, for the purpose of conducting business as, or used or operated for any of the following: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive of obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) ~~any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation~~; (i) any "second hand" store or liquidation outlet; (j) any mobile home park.

trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, or display or body shop repair operation; (n) ~~any living quarters, sleeping apartments or lodging rooms~~; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone therapy maintenance therapy or clinics; (u) Family Dollar Store, Bill's Dollar Store, Fred's, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, any Wal-Mart concept including but not limited to Super Wal-mart, Wal-Mart, Wal-mart Neighborhood Market or Walmart Express.

2. The benefits and burdens of these Restrictions run with the land at law and in equity and shall be binding upon the owners thereof, their respective successors and assigns. PATTON or its tenant, successors and/or assigns, with the respect to the B Tract, shall have the right to proceed against any party in violation of Restrictions and to compel compliance with the terms and to prevent the violation or breach of the Restrictions in any event. Notwithstanding the foregoing, these Restrictions shall remain in effect so long as Dollar General, its affiliates, successors and/or assigns is leasing or otherwise occupying the B Tract.

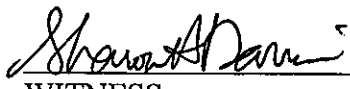
3. Failure to enforce any provision or provisions of these Restrictions for any period of time by PATTON, its tenants, successors and assigns, shall not be deemed a waiver or estoppel of the right to enforce same at any time thereafter.

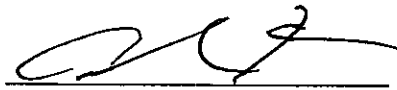
4. These Restrictions shall be governed in accordance with the laws of the State of South Carolina. The paragraph headings in these Restrictions are for convenience only, shall in no way define or limit the scope or content of the Restrictions, and shall not be considered in any construction or interpretation of these Restrictions or any part hereof. Nothing in these Restrictions shall be construed to make the parties hereto partners or joint venturers. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to these Restrictions or their respective successors or assigns, and only with the prior consent of Dollar General Corporation, so long as it, its successors, affiliates, assigns or assignees is leasing or otherwise occupying the B Tract. In the event the B Tract owner requests to have these Restrictions amended and Dollar General agrees and consents to the requested

amendment the A Tract owner agrees to, and shall, execute and deliver an amendment to the Restrictions as requested with all documentation thereof to be at the sole expense of the B Tract owner. Time is of the essence of this Agreement.

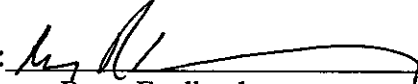
IN WITNESS WHEREOF, Evergreen Farms of Starr, LTD, by and through its authorized President has set its hands and seals hereto as of the date set forth herein above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS


WITNESS

Evergreen Farms of Starr, LTD

By:  (SEAL)
Name: Ryan Faulkenberry
Its: President

STATE OF SOUTH CAROLINA)

COUNTY OF Spartanburg)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 5th day of June, 2024 by Ryan Faulkenberry the President of Evergreen Farms of Starr, LTD, a South Carolina corporation.

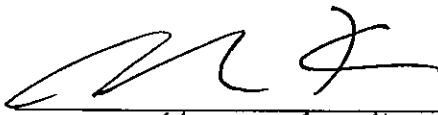

Name: Alexander Hray Jr.
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 11-12-2029



EXHIBIT "A"
A TRACT

All that certain piece, parcel or tract of land lying and being situate in the County of Anderson, State of South Carolina, being shown and designated as 113.46 acres, more or less, as shown on plat prepared by Nu-South Surveying, Inc., dated October 31, 1994, of record in the Office of the Register of Deeds for Anderson County, South Carolina, in Plat Slide 534, Page 8, and having the metes and bounds, courses and distances as upon said plat appear being incorporated herein by reference thereto. Said lot being bounded on the north by right of way for S.C. Highway 187, on the south by 30.00 acre tract, and on the west by property n/f/o Laura Jo Berry, creek intervening as shown on said plat. See also, plat prepared by Nu-South Surveying, Inc., dated June 21, 2010 and recorded in Plat Slide 1892, Page 02, in said Register of Deeds Office.

LESS AND EXCEPT: All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, and being more particularly shown as a tract containing 2.86 acres, more or less, as shown on that plat prepared for Patton Development SC, LLC by Souther Land Surveying, dated January 19, 2024 and recorded in Plat Book S3118, Page 2, in the Office of the Register of Deeds for Anderson County, South Carolina. Reference to said plat is made for a more detailed description.
END LESS AND EXCEPT.

EXHIBIT "B"
B TRACT

All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Anderson, and being more particularly shown as a tract containing 2.86 acres, more or less, as shown on that plat prepared for Patton Development SC, LLC by Souther Land Surveying, dated January 19, 2024 and recorded in Plat Book S3118, Page 2, in the Office of the Register of Deeds for Anderson County, South Carolina. Reference to said plat is made for a more detailed description.

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REGISTER OF DEEDS, ANDERSON CO, SC
Cynthia D. Radford