QUITCLAIM DEED 398-114

STATE OF GEORGIA, CHEROKEE COUNTY.

THIS INDENTURE, made this day of April in the year of our Lord Nineteen Hundred and Eighty-four between Citizens Bank of the County of Cherokee of the first part, and SunEarth Energy Concepts, Inc. of the County of Cherokee of the second part:

Witnesseth that the said party of the first part, for and in consideration of the sum of One (1) Dollar and Other Valuable Considerations ---------- Receipt in hand paid, the receipt whereof is acknowledged, has bargained, sold and by these presents does remise, release and forever quitclaim to the said party of the second part its heirs and assigns, all the right, title, interest, claim or demand the said party of the first part has or may have had in and to All that tract or parcel of land lying and being in Land Lot 703 of the 15th District, 2nd Section of Cherokee County, Georgia and being more particularly described as Lot 41 of the Mathews Crossing Subdivision and being shown on a plat of survey prepared by Jerry Thacker & Associates, registered surveyors, dated November 4, 1983 and recorded in Plat Book 23, Page 95, plat records, Cherokee County, Georgia.

This deed is made for the purpose of releasing any interest Grantor may have by way of a certain deed to secure debt between the same parties herein dated September 19, 1983 and recorded in Deed Book 369, Page 126, deed records, Cherokee County, Georgia.

GEORGIA, CHEROKEE COUNTY, CLERK, SUPERIOR COURT
Filed in office, this 14 day of May 19 84 at 10:30 A.M. Recorded in Book 398 Page 114 this 15 day of May 19 84
Clerk

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

To Have and Hold the said described premises unto the said party of the second part its heirs and assigns, so that neither the said party of the first part nor its heirs, nor any other person or persons claiming under it shall at any time, by any means or ways, have, claim, or demand any right, title or interest in or to the aforesaid described premises or its appurtenances, or any rights thereof.

In Witness Whereof, the said Citizens Bank has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in presence of

Mary Jane Hancock

Becki Fabian
Notary Public

My Commission Expires Mar. 4, 1988

CITIZENS BANK (SEAL)
BY: R.O. Mann Jr. (SEAL)
ATTEST: Elaine Fase (SEAL)
Asst Cashier

REC 5-15 84
PAULINE FLEMING
Clerk, Superior Court of Cherokee County

398-115

EASEMENT AGREEMENT

THIS AGREEMENT, is made this 31st day of January, 1984 by and between W. T. Mobley, Jr. whose address is c/o Mobley and Associates, 6400 Powers Ferry Road, Suite 100, Atlanta, Georgia 30339 (hereinafter called "Grantor") and McDonald's Corporation, a Delaware corporation whose address is One McDonald's Plaza, Oak Brook, Illinois 60521 (hereinafter called "Grantee").

GEORGIA, CHEROKEE COUNTY, CLERK, SUPERIOR COURT
Filed in office, this 14 day of May 19 84 at 10:30 A.M. Recorded in Book 398 Page 115 this 15 day of May 19 84
Clerk

RECITALS

By Ground Lease dated October 10, 1983 as amended January 26, 1984, Grantor leased to Grantee certain real estate more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the lease provides for certain rights of easement and the parties hereto desire to effectuate these rights by virtue of this document.

NOW THEREFORE, in consideration of ten dollars ($10.00) paid by Grantee, receipt and sufficiency of which is acknowledged by Grantor and other good and valuable considerations and mutual promises, the parties agree as follows:

1. Grantor grants to Grantee, its successors and assigns, a non-exclusive easement, appurtenant to the property described on Exhibit A, for the purpose of installing, operating, maintaining, repairing, renewing and replacing a catch basin, drainage ditch, retention pond and related facilities together with the right to drain water from Grantee's property over, upon, and across the property of Grantor as described on Exhibit B. Grantee shall have the right of ingress and egress across Grantor's adjoining property for the purposes stated herein. burden

2. Grantor hereby grants to Grantee, its successors and assigns, an exclusive easement, appurtenant to the property described on Exhibit A, for the purpose of installing, maintaining, and repairing a road sign and related electrical conduit and facilities over, upon, across and through the property described on Exhibit C. Also, Grantor further grants to Grantee a non-exclusive easement for ingress and egress to the sign for the purposes stated herein. The type of sign to be installed within the easement area shall be subject to Grantor's prior written approval provided, however, that Grantee shall have the right to approve any sign to be erected within 20 feet of its leased parcel, such approvals shall not be unreasonably withheld. DNA W.T.M.

3. The easements set forth in Paragraphs 1 and 2 herein shall be effective throughout the term of the Lease and any extensions thereof.

4. Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive perpetual easement appurtenant to the property described on Exhibit A, for the purpose of installing, maintaining, repairing, replacing, and renewing a water line and electrical conduit and facilities over, under, upon, and across the real property described on Exhibit D, together with the right of ingress and egress across said property for such purposes. burden

5. By virtue of a Reciprocal Deed of Declaration dated January 16, 1984, between William T. Mobley, Jr., and Ingles Markets Incorporated, filed January 19, 1984, and recorded in Deed Book 382, page 15, aforesaid records, Grantor grants to Grantee a non-exclusive perpetual easement, appurtenant to the demised premises for the purpose of vehicular and pedestrian ingress and egress to and from the property described on Exhibit A for the use and benefit of the Grantee, its successors, assigns, licensees, sub-tenants, suppliers, and customers, over, upon and across "Roadway A" as shown in the aforesaid Declaration, as constructed. Grantor agrees to have the access drive installed and properly maintained. Should the Grantor fail to maintain such easement area, then the Grantee shall, after first giving Grantor 30 days written notice, have the right to make such repairs as are necessary and deduct the cost of such repairs from the rents due Grantor.

398-115

BC - FKJ

6. Where Grantee has been granted easements, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easement, and no change of grade elevation shall be made thereon without prior written consent of the Grantee, which consent shall not be unreasonably withheld. However, the easement area may be improved for paving or other purposes that do not then or later interfere with the granted easement uses.

7. Grantor hereby reserves unto itself, its successors, assigns, lessees and agents a non-exclusive perpetual easement, as an appurtenance to Grantee's adjacent property, for the purpose of installing, maintaining, repairing, replacing, and renewing a storm sewer with related facilities over, under, upon and across the real property described on Exhibit A, as shown thereon.

8. Grantor hereby reserves unto itself, its successors, assigns, lessees and agents, a non-exclusive perpetual easement, as an appurtenance to Grantee's adjacent property, for the purpose of installing, maintaining, repairing, replacing, and renewing a sanitary sewer line and related facilities over, under, upon and across the real property described on Exhibit A, as shown thereon.

9. With respect to the easements described in Paragraphs 7 and 8 above, Grantor shall have the right of ingress and egress across Grantee's property for any purpose herein granted, and such ingress and egress shall be exercised in a reasonable manner.

10. Grantor and Grantee, their successors, assigns, licensees, invitees, suppliers, and affiliates shall indemnify, defend and hold the other harmless from all costs and damages or claim of damages arising out of or in any way resulting from the use of said easements reserved and conveyed herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first written above.

GRANTOR: W. T. Mobley, Jr.

GRANTEE: McDonald's Corporation

By: _____
Vice President

Attest _____

MICHAEL J. SISE
Director of Real Estate Investment Administration

APR 12 1984

WITNESS

WITNESS

CONSENT PROVISION

By its execution below, Trust Company Bank, successor by corporate merger to Bank of Woodstock hereby consents to this Easement Agreement and agrees that the easement rights created in this instrument shall not be disturbed or affected by its leasehold interest.

WITNESS

TRUST COMPANY BANK

By: _____

Attest: _____

6. Where Grantee has been granted easements, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easement, and no change of grade elevation shall be made thereon without prior written consent of the Grantee, which consent shall not be unreasonably withheld. However, the easement area may be improved for paving or other purposes that do not then or later interfere with the granted easement uses.

7. Grantor hereby reserves unto itself, its successors, assigns, lessees and agents a non-exclusive perpetual easement, as an appurtenance to Grantee's adjacent property, for the purpose of installing, maintaining, repairing, replacing, and renewing a storm sewer with related facilities over, under, upon and across the real property described on Exhibit A, as shown thereon.

8. Grantor hereby reserves unto itself, its successors, assigns, lessees and agents, a non-exclusive perpetual easement, as an appurtenance to Grantee's adjacent property, for the purpose of installing, maintaining, repairing, replacing, and renewing a sanitary sewer line and related facilities over, under, upon and across the real property described on Exhibit A, as shown thereon.

9. With respect to the easements described in Paragraphs 7 and 8 above, Grantor shall have the right of ingress and egress across Grantee's property for any purpose herein granted, and such ingress and egress shall be exercised in a reasonable manner.

10. Grantor and Grantee, their successors, assigns, licensees, invitees, suppliers, and affiliates shall indemnify, defend and hold the other harmless from all costs and damages or claim of damages arising out of or in any way resulting from the use of said easements reserved and conveyed herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first written above.

GRANTOR: W. T. Mobley, Jr.

GRANTEE: McDonald's Corporation

By: _____
Vice President

Attest _____

WITNESS

WITNESS

CONSENT PROVISION

By its execution below, Trust Company Bank, successor by corporate merger to Bank of Woodstock hereby consents to this Easement Agreement and agrees that the easement rights created in this instrument shall not be disturbed or affected by its leasehold interest.

WITNESS

TRUST COMPANY BANK

By: _____

Attest: _____

398-118

McDONALD'S
(ACKNOWLEDGEMENT)

STATE OF ILLINOIS
COUNTY OF Du PAGE SS:

I, Mary Simms, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that [illegible] Vice President, and Michael J. Sise, Director, Real Estate Lesal Department, of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and, Director, Real Estate Legal Department, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Director, Real Estate Legal Department, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of April, 1986.

My commission expires:
July 12, 1987.

Mary Simms
Mary Simms Notary Public

(ACKNOWLEDGMENT—INDIVIDUAL)

STATE OF GEORGIA
COUNTY OF FULTON SS:

I, Carol A. Davis, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that [illegible], Jr. and [illegible] of Kennesaw, Georgia who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he) (they) signed, sealed and delivered the said instrument as (h) (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of February 1984.

Carol A. Davis
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires August 9, 1986

(ACKNOWLEDGMENT—CORPORATE)

STATE OF
COUNTY OF SS:

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President, and _____, Assistant Secretary of _____ an _____ corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument such _____ President and Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as such _____ Vice President and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this____ day of_____, 19___.

_____
Notary Public

398-119

McDONALD'S LEASED PARCEL

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) with the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county; thence leaving the northeasterly right-of-way line of last said road and running North 00°-35'-05" East along the westerly line of said Land Lot 1224, 15th District of the above referenced section and county for a distance of 86.51 feet to an iron pin set; thence leaving the westerly line of last said land lot and running North 29°-51'-32" East for a distance of 135.67 feet to an iron pin set; thence South 60°-08'-28" East for a distance of 180.00 feet to an iron pin set; thence South 29°-51'32" West for a distance of 249.98 feet to a point; thence running South 65°-33'-06" West for a distance of 49.01 feet to an iron pin found located on the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width); thence North 24°-26'-54" West along the northeasterly right-of-way line of last said road for a distance of 134.38 feet to the POINT OF BEGINNING, containing 42,366 square feet or 0.9726 acre of land.

The above described parcel of land being Parcel 1 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

SUBJECT TO THE FOLLOWING DESCRIBED RESERVATIONS OF EASEMENTS TO LESSOR:

STORM SEWER EASEMENT

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) with the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county, thence leaving the northeasterly right-of-way line of last said road and running North 00°-35'-05" East along the westerly line of said Land Lot 1224, 15th District of the above referenced section and county for a distance of 14.03 feet to a point; thence leaving the westerly line of last said land lot and running North 17°-43'-17" East for a distance of 168.56 feet to a point; thence North 29°-51'32" East for a distance of 34.10 feet to an iron pin set; thence South 60°-08'-28" East for a distance of 8.01 feet to a point; thence South 17°-43'-17" West for a distance of 225.62 feet to a point located on the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width); thence North 24°-26'-54" West along the northeasterly right-of-way line of last said road for a distance of 16.19 feet to the POINT OF BEGINNING, containing 3141 square feet or 0.0721 acre of land. The above described parcel of land being Parcel 6 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

398-120

SANITARY SEWER EASEMENT

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

To find the true POINT OF BEGINNING, begin at an iron pin set at the intersection of the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) with the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county; thence South 24°-26'-54" East along the northeasterly right-of-way line of said Bells Ferry Road for a distance of 134.38 feet to a point; thence leaving the northeasterly right-of-way line of last said road and running North 65°-33'-06" East for a distance of 14.73 feet to a point at the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING as thus established; thence North 29°-51'-32" East for a distance of 277.57 feet to a point; thence South 60°-08'-28" East for a distance of 20.00 feet to an iron pin; thence South 29°-51'-32" West for a distance of 249.98 feet to a point; thence running South 65°-33'-06" West for a distance of 34.28 feet to the POINT OF BEGINNING, containing 5273 square feet or 0.1211 acre of land. The above described parcel of land being Parcel 5 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

398 121

RETENTION POND EASEMENT TO McDONALD'S

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set on the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county, located 86.51 feet and on a bearing of North 00°-35'-05" East from the intersection of said westerly line of Land Lot 1224, 15th District of the above referenced section and county with the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) and running thence North 00°-35'-05" East along the westerly line of last said land lot for a distance of 190.92 feet to a point; thence leaving the westerly line of last said land lot and running South 89°-24'-55" East for a distance of 171.72 feet to a point; thence South 60°-08'-28" East for a distance of 70.79 feet to a point; thence South 29°-51'-32" West for a distance of 65.94 feet to a point; thence North 60°-08'-28" West for a distance of 40.00 feet to a point; thence South 29°-51'-32" West for a distance of 135.67 feet to the POINT OF BEGINNING, containing 12,588 square feet or 0.2890 acre of land. The above described parcel of land being Parcel 4 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

S.P.

398-122

SIGN EASEMENT TO McDONALD'S

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

To find the true POINT OF BEGINNING, begin at an iron pin set at the intersection of the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) with the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county; thence South 24°-26'-54" East along the northeasterly right-of-way line of said Bells Ferry Road for a distance of 134.38 feet to an iron pin found; thence leaving the northeasterly right-of-way line of last said road and running North 65°-33'-06" East for a distance of 49.01 feet to a point; thence North 29°-51'-32" East for a distance of 515.00 feet to an iron pin found located at the TRUE POINT OF BEGINNING; thence running North 08°-25'-02" East for a distance of 67.25 feet to an iron pin found located on the southwesterly right-of-way line of Georgia Highway No. 92, also known as Alabama Road, (having a 100 foot right-of-way); thence South 78°-32'-00" East along the southwesterly right-of-way line of last said road for a distance of 25.88 feet to a point; thence leaving the southwesterly right-of-way line of last said road and running South 29°-51'-32" West for a distance of 70.70 feet to the POINT OF BEGINNING, containing 869 square feet or 0.0199 acre of land. The above described parcel of land being Parcel 2 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

Not S.P.

EXHIBIT C

398-123

WATER LINE EASEMENT TO McDONALD'S

All that tract or parcel of land lying and being in Land Lot 1224 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described as follows:

To find the true POINT OF BEGINNING, begin at an iron pin set at the intersection of the northeasterly right-of-way line of Bells Ferry Road (having a 100 foot right-of-way width) with the westerly line of Land Lot 1224, 15th District of the above referenced section and county, said westerly line also being the easterly line of Land Lot 1189, 21st District of the above referenced section and county; thence South 24°-26'-54" East along the northeasterly right-of-way line of said Bells Ferry Road for a distance of 134.38 feet to an iron pin found; thence leaving the northeasterly right-of-way line of last said road and running North 65°-33'-06" East for a distance of 49.01 feet to a point; thence North 29°-51'-32" East for a distance of 249.98 feet to an iron pin set at the TRUE POINT OF BEGINNING; thence running North 60°-08'-28" West for a distance of 20.00 feet to point; thence North 29°-51'-32" East for a distance of 316.20 feet to a point; thence North 29°-51'-32" East for a distance of 13.18 feet to a point located on the southwesterly right-of-way line of Georgia Highway No. 92, also known as Alabama Road, (having a 100 foot right-of-way width); thence South 78°-32'-00" East along the southwesterly right-of-way line of last said road for a distance of 21.06 feet to a point; thence leaving the southwesterly right-of-way line of last said road and running South 29°-51'-32" West for a distance of 70.70 feet to a point; thence continuing South 29°-51'-32" West for a distance of 265.02 feet to the POINT OF BEGINNING, containing 6654 square feet or 0.1528 acre of land. The above described parcel of land being Parcel 3, which also includes a portion of the Sign Easement of McDonald's being Parcel 2 as shown and delineated on plat of survey for McDonald's by Travis Pruitt & Associates, P.C. dated November 11, 1983 and last revised February 28, 1984.

portion of S.P.

EXHIBIT D

Rec 5-1584

ANNETTE FLEMING
Clerk, Superior Court of Cherokee County