

Woodstock, Pa
Bella Ferry @ 92
10-232
398-124

OFFICIAL RECORDS COUNTY, STATE OF OHIO
RECORDED IN 111
BY 10-23-84
10-23-84
10-23-84

AMENDMENT AND CONSENT TO EASEMENT AGREEMENT

This Agreement made and entered into this 12th day of April, 1984, by and among W. T. Mobley, Jr. ("Mobley"), McDonald's Corporation, a Delaware corporation ("McDonald's"), and Trust Company Bank, successor by corporate merger to Bank of Woodstock (the "Bank")

WITNESSETH:

WHEREAS, Mobley, as Grantor, and McDonald's, as Grantee, desire to enter into a certain Easement Agreement concerning easement rights which affect, in part, property under lease to the Bank by virtue of that certain Lease dated October 4, 1983, by and between Mobley, as Lessor, and Trust Company Bank (Successor by corporate merger to Bank of Woodstock), as Lessee, said Lease being hereinafter referred to as "the Bank's Lease" and said property under lease to the Bank being more particularly described in the Bank's Lease and being hereinafter referred to as "the Bank's Demised Premises"; and

WHEREAS, the Bank desires to insure that (i) its rights under the Bank's Lease are fully protected against any possible conflicting rights to be granted to McDonald's in the aforesaid Easement Agreement, and (ii) the Bank's rights will in no way be subordinate to any rights of McDonald's in and to those portions of the Bank's Demised Premises to be granted to McDonald's in said Easement Agreement, (iii) any and all rights of McDonald's which will affect the Bank's Demised Premises are clearly defined, and (iv) the Bank's consent to such express rights of McDonald's is provided; and

WHEREAS, Mobley desires to grant to the Bank, over and under lease to McDonald's (any such property under lease to McDonald's hereinafter referred to as "McDonald's Demised Premises") (i) the same directional road sign easement as is to be granted to McDonald's in Paragraph 2 of the Easement Agreement; (ii) the right to use the Retention Pond shown as Parcel 4 on the Survey hereinafter referred to in Paragraph 2 of this Agreement; and (iii) the right to tie into and use the sanitary sewer line located in the easement areas shown as Parcels 3 and 5 on the Survey hereinafter referred to in Paragraph 2 of this Agreement, and McDonald's desires to consent to such grant of rights to the Bank, and

WHEREAS, the parties hereto are desirous of effectuating the foregoing by the execution and delivery of this Amendment and Consent to Easement Agreement upon certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual benefits flowing between the parties, Mobley, McDonald's and the Bank hereby agree as follows:

1. The road sign to be permitted to be installed, maintained and repaired by McDonald's ~~OR ANY SUCCESSOR OR ASSIGNEE~~ in accordance with Paragraph 2 of the Easement Agreement shall be a directional road sign and shall be limited to a size not exceeding six feet one inch (6'1") in width by six feet six and five-eighths inches (6'6 5/8") in height (including the "golden arches" portion of said sign), with a base not exceeding two (2) feet in height; provided, however, that if at any time during the term of the aforesaid Easement Agreement, as herein amended, any political subdivision having jurisdiction over the Bank's Demised Premises shall allow only one sign to be located on the Bank's Demised Premises, then the sign erected by the Bank shall remain, and all rights granted for any sign to be installed, maintained repaired by McDonald's shall terminate and be of no further force and effect, only if McDonald's signage is located on the Bank's Demised Premises.

2. Mobley hereby grants to the Bank, and McDonald's hereby consents to, an exclusive easement for a directional road sign of a size not exceeding five (5) feet in width by six feet one inch (6'1") in height, with a base not exceeding two (2) feet in height, on that certain property of Mobley which fronts on the northeastern right-of-way line of Bella Ferry Road and is appurtenant to McDonald's Demised Premises at the point at which the southwestern corner of McDonald's Demised Premises intersects said northeastern right-of-way line, together with access thereto, said property being a part of the property shown on that certain survey made by Travis Pruitt & Associates, P.C., dated November 11, 1983, and last revised February 28, 1984 (hereinafter referred to as "said Survey") and being cross-hatched in red on the portion of said survey attached hereto as Schedule One of this Amendment and Consent to Easement Agreement and incorporated herein by reference.

3. The road sign easement hereinabove referred to in Paragraph 1, and the water line easement to be granted to McDonald's by Mobley over a portion of the Bank's Demised Premises in Paragraph 4 of said Easement Agreement, shall in no way limit nor restrict the Bank's access to and full use of "Roadway A" as shown on said Survey.

4. Mobley hereby grants to the Bank, and McDonald's hereby consents to, a non-exclusive easement over that certain area having dimensions of 10 feet in width by 30.24 feet in length over, upon and across that certain portion of the Mobley tract described in Schedule Two of this Amendment and Consent to Easement Agreement attached hereto and incorporated herein by reference, and appurtenant to property shown as Parcel 4 (Retention Pond) on said Survey, for the purpose of allowing the Bank's use of such Retention Pond in common with Mobley and McDonald's.

5. Mobley hereby grants to the Bank, and McDonald's hereby consents to the non-exclusive use by the Bank of the sanitary sewer line located in the easement areas shown as Parcels 3 and 5 on said Survey and referred to in Paragraph 7 of the aforesaid Easement Agreement.

6. The statement in Paragraph 6 of said Easement Agreement prohibiting the installation of paving which does not "then or later interfere with the granted easement uses" shall not be deemed to restrict in any way the Bank's construction, use and maintenance of driveways, parking areas and landscaped areas within any portion of the easement area shown as Parcel 3 on said Survey, and in the event of the necessity of repair or replacement of any water or electrical lines located within such easement area by McDonald's, McDonald's shall accomplish all such repairs at McDonald's expense, shall give the Bank at least five calendar days' prior written notice of McDonald's intent to make such repairs (except in emergency situations regarding disruption of said electrical or water lines, in which event McDonald's shall use its best efforts to give the Bank as much prior notice as reasonably possible) and shall make such repairs and restore any damage as rapidly as reasonably possible and in a manner which will cause as little disturbance as reasonably possible to the flow of traffic across the easement area shown as Parcel 3 on said Survey. McDonald's shall as promptly as possible repair, replace and restore the Bank's improvements on the surface of such easement area to at least as good a condition as existed prior to such repair or replacement of water and electrical lines.

In no event shall Mobley, McDonald's or any successor or assign thereof have the right to obstruct both of the Bank's driveways over the aforesaid easement area at any one time.

7. The property referred to as the "Grantor's adjoining property" and as "Grantee's property" in Paragraphs 1 and 9 of the aforesaid Easement Agreement shall not be deemed to include

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Any portion of the Bank's Demand Primes, Ingress and egress across the bank's Demand Primes shall be subject to the same specific rights granted in this Amendment and Consent to Assessment. Hobley hereby grants to the Bank the same assurances and remedies provided to McDonald's in Paragraph 5 of the Acreage Assessment Agreement to Hobley, as declared by and Hobley, McDonald's and the Bank hereby grant to each the same indemnity provided in Paragraph 10 of the Acreage Assessment Agreement.

9. Except as specifically provided in this Amendment and Consent to Assessment, neither Hobley, McDonald's nor the Bank shall have any rights in, to or over the property of the other party hereto except to the extent specifically provided in this Amendment and Consent to Assessment. In the event of any dispute between Hobley, Jr., as Declarant, and McDonald's, Incorporated dated January 16, 1984, and recorded in Deed Book 25, Incorporated County, Georgia Records. All rights granted to the Bank, Under the Agreement shall be for the full term of the above-mentioned lease to the Bank and any extensions or renewals thereof.

By the execution of this Amendment and Consent to Assessment Agreement, each party consents to the Bank's right to have the same on behalf of each such party and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto and have caused this instrument to be executed and sealed by duly authorized officers, the date first written above.

As to W. T. Hobley, Jr., signed, sealed and delivered in the presence of:

[Signature]
W. T. HOBLEY, JR. (SEAL)

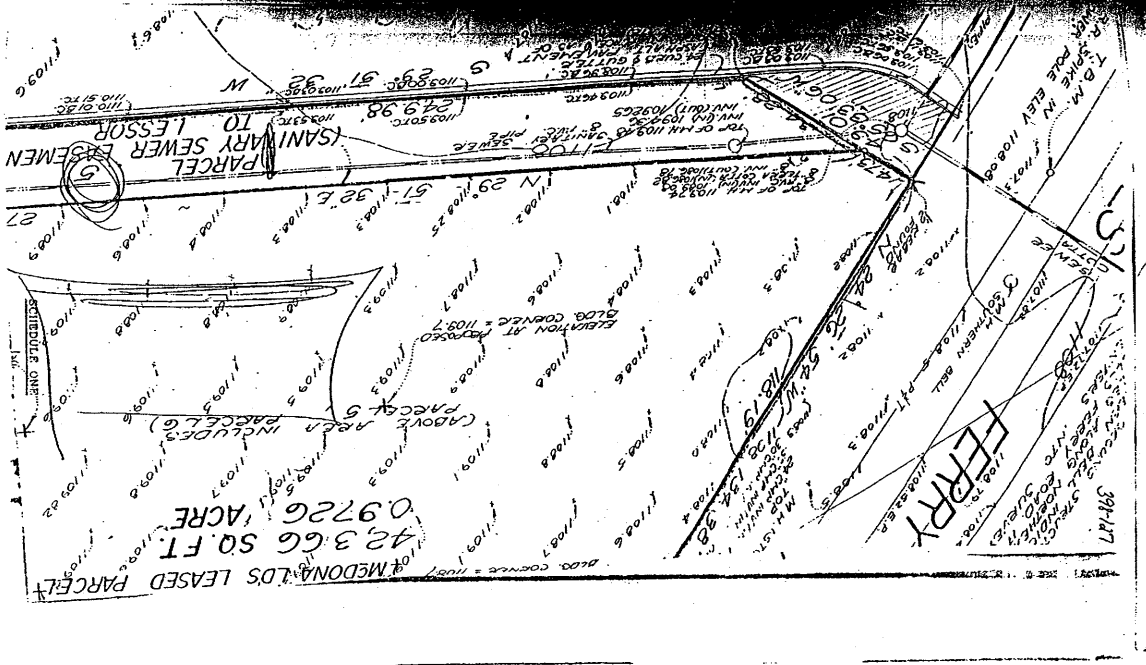
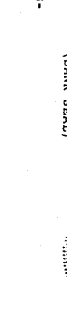
As to McDonald's Corporation, signed, sealed and delivered in the presence of:

[Signature]
McDONALD'S CORPORATION

Attest: Notary Public
Commission Expires: 7-2-97

As to Trust Company Bank, signed, sealed and delivered in the presence of:

[Signature]
TRUST COMPANY BANK, FORMERLY BANK OF HOUSTON



391-128

SCHEDULE TWO

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 1224 OF THE 15th DISTRICT, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Begin at the intersection of the west line of said land lot 1224 and the southern right-of-way line of Georgia Highway #92 (a 100-foot right-of-way); and run thence in a southeasterly direction along the southern right-of-way line of Georgia Highway #92 for a distance of 55.80 feet to a point; thence South 80 degrees 13 minutes 00 seconds East, a distance of 141.40 feet to a point; and South 78 degrees 32 minutes 00 seconds East, a distance of 6.71 feet to an iron pin placed; run thence South 29 degrees 51 minutes 32 seconds East, a distance of 12.00 feet to a point; thence South 80 degrees 08 minutes 28 seconds East, a distance of 12.00 feet to the TRUE POINT OF BEGINNING; and from the true point of beginning as thus established, running thence South 60 degrees 08 minutes 28 seconds East, a distance of 10.00 feet to a point; run thence South 79 degrees 51 minutes 32 seconds West, a distance of 30.24 feet to a point; thence South 08 degrees 28 minutes 00 seconds West, a distance of 10.00 feet to a point; run thence South 29 degrees 51 minutes 32 seconds East, 30.24 feet to the TRUE POINT OF BEGINNING; all as more particularly shown on Boundary and Topographical Survey for W. T. Mobley and First National Bank of Atlanta by R. Jerry Tucker, Georgia Registered Land Surveyor No. 1960, dated March 25, 1959, and revised March 29, 1964.

Dec 5-1964

ANNETTE FLEMING
Clerk, Superior Court of Cherokee County

391-129

STATE OF GEORGIA
Cherokee County
THIS INDENTURE made this 8 day of May in the year of our Lord Nineteen Hundred and Eighty Four between North Georgia Savings & Loan Association, Inc. of the County of Cherokee of the first part, and Bancalite Construction Co., Inc. of Cherokee County, Georgia 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 to be hereinafter set forth, has granted, sold and by these presents do hereby sell, release and forever quitclaim to the said party of the second part, all that right, title, interest, claim or demand the said party of the first part has or may have in and to

All that tract or parcel of land lying and being in Land Lot 1261 of the 21st District, 2nd Section, Cherokee County, Georgia and being more particularly described as Lot 64, of the Ballis Ferry Subdivision, Unit III, as shown on plat prepared by Southern Surveying and Mapping Co., Inc. dated December 9, 1963 and recorded in Plat Book 24, Page 56, plat records, Cherokee County, Ga. This deed is made for the purpose of releasing any interest Grantor may have in or to a certain deed to secure Debt from Bancalite Construction Co., Inc. to North Georgia Savings & Loan Association, Inc. dated April 5, 1983, recorded in Deed Book 348, Page 612, Cherokee County, Georgia.

Witness my hand and seal of office this 8th day of May 1984 at Cherokee, Georgia.
ANNETTE FLEMING
Clerk, Superior Court of Cherokee County

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

To Have and Enjoy the said described premises unto the said party of the second part, his 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 the appurtenances, or any rights therein.

North Georgia Savings & Loan Association, Inc. has heretofore and does hereby acknowledge that the said party of the first part, for and in consideration of the sum of One (\$1) dollar and Other Valuable Considerations to be hereinafter set forth, has granted, sold and by these presents do hereby sell, release and forever quitclaim to the said party of the second part, all that right, title, interest, claim or demand the said party of the first part has or may have in and to

All that tract or parcel of land lying and being in Land Lot 1261 of the 21st District, 2nd Section, Cherokee County, Georgia and being more particularly described as Lot 64, of the Ballis Ferry Subdivision, Unit III, as shown on plat prepared by Southern Surveying and Mapping Co., Inc. dated December 9, 1963 and recorded in Plat Book 24, Page 56, plat records, Cherokee County, Ga. This deed is made for the purpose of releasing any interest Grantor may have in or to a certain deed to secure Debt from Bancalite Construction Co., Inc. to North Georgia Savings & Loan Association, Inc. dated April 5, 1983, recorded in Deed Book 348, Page 612, Cherokee County, Georgia.

Witness my hand and seal of office this 8th day of May 1984 at Cherokee, Georgia.
ANNETTE FLEMING
Clerk, Superior Court of Cherokee County

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