

427-122

EXHIBIT "B"

1. Taxes and assessments for the year 1985 and subsequent years, not yet due and payable.
2. Reciprocal Deed of Declaration by W. T. Mobley, Jr., dated January 16, 1984, and recorded in Deed Book 382, Page 15, Cherokee County, Georgia records, as restated by instrument dated April 25, 1984, and recorded in Deed Book 403, Page 214, aforesaid records.
3. Easement from W. T. Mobley, Jr. to Cobb County Electric Membership Corporation, filed January 12, 1984, and recorded in Deed Book 380, Page 622, aforesaid records.
4. Covenant Not to Compete by William T. Mobley, Jr., executed February 3, 1984, and recorded in Deed Book 389, Page 624, aforesaid records.
5. Restrictions contained in Lease between Ingles Markets, Incorporated and W. T. Mobley, Jr., evidenced by Memorandum of Lease dated February 23, 1984, and recorded in Deed Book 389, Page 540, re-recorded in Deed Book 400, Page 368, aforesaid records.
6. Restrictions contained in Paragraphs 18.00 and 19.00 of unrecorded Lease between W. Thomas Mobley, Jr., and Trust Company Bank (formerly Bank of Woodstock) dated October 4, 1983.
7. Drainage easements in favor of the State Highway Department contained in right-of-way deeds recorded in aforesaid records, as follows:
 - (a) Dated October 10, 1961, Deed Book 63, Page 544;
 - (b) Dated May 20, 1961, Deed Book 61, Page 339; and
 - (c) Dated October 18, 1961, Deed Book 63, Page 533.
8. Restrictions contained in Article V of Lease between W. T. Mobley, Jr., and Pizza Hut of America, Inc., dated March 29, 1984 evidenced by Memorandum thereof dated May 11, 1984, and recorded in Deed Book 419, Page 87, aforesaid records.

Rec 11-9-84

ANNETTE FLEMING
Clerk, Superior Court of Cherokee County

427-123
FILED IN OFFICE
CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA.
1984 NOV -8 PM 12:17
ANETTE FLEMING, CLERK

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of November, 1984, by and between W. T. MOBLEY, JR. ("Mobley") and KFC NATIONAL MANAGEMENT COMPANY, INC., a Delaware corporation ("KFC").

WITNESSETH:

WHEREAS, KFC is the owner in fee simple of certain real estate containing 0.68 acres, situated in Land Lot 1224 of the 15th District, 2nd Section, Cherokee County, Georgia, which is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein (the "KFC Parcel"); and

WHEREAS, Grantor is the owner in fee simple of certain real estate contiguous to the KFC Parcel more particularly described in Exhibit "B" attached hereto and hereby incorporated herein (the "Access Easement Area"); and

WHEREAS, KFC desires access from the KFC Parcel to "Roadway A" as that term is defined in that certain Reciprocal Deed of Declaration dated April 25, 1984, and recorded in Deed Book 403, Page 214, Cherokee County, Georgia records ("Roadway A").

NOW, THEREFORE, in consideration of the sum of Ten Dollars and no/100 (\$10.00) Dollars and of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby grant, covenant and agree as follows:

1. Subject to the provisions hereof, Mobley does hereby grant and convey to KFC for the benefit of, and as an appurtenance

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to, the KFC Parcel a non-exclusive easement over, across and upon the Access Easement Area for the purpose of vehicular and pedestrian ingress and egress to and from Roadway A and the KFC Parcel.

2. Within six (6) months of the date hereof, KFC shall, at its sole cost and expense, develop the KFC Parcel and construct a roadway within the Access Easement Area pursuant to plans and specifications approved in writing by Mobley. It is recognized that the elevation of the proposed roadway and the elevation of adjacent property leased by Trust Company Bank are such that a retaining wall along the northeasterly boundary of the Access Easement Area may be necessary in order to prevent erosion. Therefore, KFC's plans and specifications shall take same into account and, if necessary, include a retaining wall along said northeasterly side of all or portions of the Access Easement Area. Should such retaining wall be necessary, KFC will construct same as a part of the construction of the roadway and the cost of said retaining wall shall be reimbursed to KFC by Mobley.

3. KFC acknowledges that the Access Easement Area extends over sanitary sewer lines, water lines, electrical conduits and storm sewer lines and agrees to construct the aforesaid roadway and/or retaining wall in a manner which will neither disturb said lines nor interrupt the services connected therewith.

4. Upon completion of the access roadway, KFC shall maintain same in good repair at all times.

5. This agreement shall be construed under the laws of the State of Georgia and shall be binding upon and inure to the benefit of the parties hereto and their successors in title and interest. The easement granted hereby shall be perpetual and run with the line so long as the provisions hereof are satisfied.

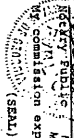
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

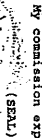
[Signature]
Notary Public
My Commission expires: Jan 27, 1985

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



Signed, sealed and delivered in the presence of:

[Signature]
Notary Public
My Commission expires: Aug 9, 1985



KFC NATIONAL MANAGEMENT COMPANY,
By: *[Signature]*
Title: *[Signature]*
Attest: *[Signature]*
Title: *[Signature]*
(CORPORATE SEAL)

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EXHIBIT "A"
KFC PARCEL

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:
BEGINNING at an iron pin located on the southerly right-of-way of Georgia Highway No. 92 (also known as 8.8 km Road) (100 foot right of way) at a point where said southerly right-of-way intersects with the line dividing Land Lot 1189, 21st District, and Land Tracts within the line dividing Land Lot 1189, 21st District, and along said right-of-way District, said County; thence southeasterly, feet to a point; thence south 81°29'00" East a distance of 55.80 80°13'00" East a distance of 141.40 long said right-of-way South containing along said right-of-way South 70°21'00"; thence turning South along an iron pin; thence leaving said right-of-way pin; thence North 89°24'55" East a distance of 210.24 feet to an iron pin located on the line dividing Land Lot 1189, 21st District, and Land Lot 1224, 15th District, said County; thence East District, and along said right-of-way South 60°08'28" East a distance of 200.00 feet to an iron pin on the southerly right-of-way of Georgia Highway No. 92 and the road containing 0.68 acres, as shown by Survey for W. T. Hobley, Jr., and McDonald's Corporation and Associates, and dated March 25, 1983, last revised September 6, 1984.

EXHIBIT "B"
ACCESS EASEMENT AREA

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 point of beginning, commence at an iron pin located on the southerly right-of-way of Georgia Highway No. 92 (also known as Alabama Road) (100 foot right-of-way) at a point where said southerly right-of-way intersects with the line dividing Land Lot 1189, 21st District, and Land Tracts within the line dividing Land Lot 1189, 21st District, and along said right-of-way District, said County; thence southeasterly, feet to a point; thence south 81°29'00" East a distance of 55.80 80°13'00" East a distance of 141.40 long said right-of-way South containing along said right-of-way South 70°21'00"; thence turning South along an iron pin; thence leaving said right-of-way pin; thence North 89°24'55" East a distance of 210.24 feet to an iron pin located on the line dividing Land Lot 1189, 21st District, and Land Lot 1224, 15th District, said County; thence East District, and along said right-of-way South 60°08'28" East a distance of 200.00 feet to an iron pin on the southerly right-of-way of Georgia Highway No. 92 and the road containing 0.68 acres, as shown by Survey for W. T. Hobley, Jr., and McDonald's Corporation and Associates, and dated March 25, 1983, last revised September 6, 1984.

Re 11-9-84

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SUBJECT TO certain easements granted in Easement Agreement between M. T. Hobley, Jr., and McDonald's Corporation dated January 31, 1984, and recorded in Deed Book 398, Page 127, and subject to Easement Agreement between M. T. Hobley, Jr., and McDonald's Corporation and Trust Company Bank dated April 17, 1984, and recorded in Deed Book 398, Page 124, aforesaid records.