

The grantor also conveys to the grantee, its successors and assigns, a roadway easement for ingress and egress and regress by pedestrian or vehicular traffic over the area designated on the above referred to plat as 38' wide easement. Said easement is for the mutual benefit of all the property presently owned by the grantor and is perpetual and non-exclusive, appendant, appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of Tract A conveyed above and to the development as a shopping center and hotel complex on the approximately 19 acres of adjoining property owned by the grantor and shall be transmissible by deed or otherwise upon any conveyance or transfer of Tract A above conveyed. The easement over this 38' roadway is conveyed subject to the condition that no structure nor improvement of any kind shall be placed thereon by the grantee; provided, however, the grantor shall have the right to place usual and normal roadway paving thereon together with such utilities, sign and beautification uses as do not interfere with ingress, egress and regress. The easement is for the mutual use and benefit of Tract "A" and all the other approximately 19 acre tract owned by the grantor and is for the commercial development of all this property affected and is to alternatively be considered an easement in gross for commercial purposes;

The grantor also conveys to the grantee, its successors and assigns, a mutual parking easement over tract "B" as designated on the above referred to plat. This easement is subject however to a 24' roadway through tract "B" the construction, maintenance or use of which shall not be interfered with in any way by the grantee, its successors or assigns. This roadway shall connect on the south side of tract "B" to the reserved roadway easement over tract "A" set out above and shall extend across tract "B" to other property of the grantor. This mutual parking easement is for the benefit of tract "A" as described above and the adjoining land of the grantor and is an appendant appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of Tract "A" and shall be transmissible by deed or otherwise upon any conveyance or transfer of Tract "A". This easement is for commercial use of the property affected and is to alternatively be considered an easement in gross for commercial purposes;

This conveyance is subject to all restrictions, zoning ordinances, setback lines, road or passageways, easements and rights of way, if any, affecting the above described property;

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee, and the grantee's heirs or successors and assigns, forever. And, the grantor does hereby bind the grantor and the grantor's heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantors' hands and seals this 13th day of January, 1976.

EIGHTH COLONY INVESTORS, A GENERAL PARTNERSHIP

[Signature]

Robert O. Vickery
Robert O. Vickery

[Signature]

M. William Bashor, Jr.
M. William Bashor, Jr.

[Signature]

Oscar E. Jones
Oscar E. Jones

[Signature]

Alton E. Jones
Alton E. Jones

John M. Jeffcoat
John M. Jeffcoat

4328 RW-2