

0207

Together with the non-exclusive right to dedicate to an appropriate governmental body the roadway constructed on the above-described easement and any extension thereof, which right shall not be exercisable unless the Mortgagee hereafter becomes vested with fee simple ownership of a portion of the first above-described tract of land which is adjacent to that easement or any extension thereof.

In the event that the Mortgagor shall obtain a release of any or all property in Phase IV, the Mortgagor agrees to reserve for future right of way abutting the southerly boundary of the aforesaid easement and any extension thereof, a strip of sufficient width (not to exceed ten (10) feet) to meet the dedication requirements of the appropriate governmental body.

In the event the Mortgagee or its successors or assigns become entitled to use the abovedescribed easement pursuant to the terms hereof, it is understood that such right of use is contingent upon payment by said Mortgagee or its successors or assigns of fifty (50%) per cent of the costs of repairing, maintaining and replacing the roadway on that easement.

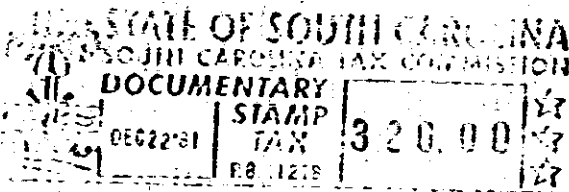


EXHIBIT A  
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DERIVATION CLAUSE: *Lowndes Hill Realty Company to Mortgagor*  
*Recorded December 22, 1981 in Deed Book 1159, Page 758.*

14566

RECORDED DEC 22 1981 at 11:37 A.M.

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