

From: Andrew Mullen <andrew.mullen@nelsonmullins.com>

To: sthomas520 <sthomas520@aol.com>

Cc: Eric Wilensky <eric.wilensky@nelsonmullins.com>; Eric Weiss <elw@swtlaw.com> (elw@swtlaw.com) <elw@swtlaw.com>

Subject: TBR - Canton Mill - Termination of REA

Date: Wed, Mar 18, 2015 9:32 am

Attachments: GA31081-DECL 3423-229-Exceptions-02-02-2015 - 4835-9826-8449 v 1.pdf (1959K), DB 9342 PG 63 Deed of Gift (Canton Mill II, LLC to City of Canton).pdf (742K), Exhibit Model (1).pdf (403K), Exhibit Model (2).pdf (1522K), TBR - Canton Mill - Termination of Declaration of Reciprocal Easements.docx (26K)

Sam -

Thank you for taking my call while you were on vacation. I believe you said you were returning to the states on 3/18 and would be available at that time to organize the City of Canton's release of the REA governing the Canton Mill lofts property.

Attached is the termination of the REA which has been approved by our title company. Would you be able to obtain the City of Canton's execution of the same?

Also attached (to give you context) is the REA, the Deed of Gift conveying the property to the City of Canton, and two exhibits we had our surveyor draw up. The exhibit titled Exhibit Model (1) shows the boundaries of the property governed by the REA. The exhibit titled Exhibit Model (2) shows the boundaries of the property conveyed to the City of Canton by the Deed of Gift.

Thanks and please let us know if you have any questions.

Nelson Mullins

Andrew Mullen

Attorney at Law

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Anna M. Ransom

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AFTER RECORDING, RETURN TO:
WILLIAM C. MCFEE, JR.
SIMMONS, WARREN, SZCZECIO & MCFEE, P.A.
315 W. PONCE DE LEON AVENUE, SUITE 850
DECATUR, GEORGIA 30030

DECLARATION OF RECIPROCAL EASEMENTS
CANTON MILL, CANTON, GEORGIA

THIS DECLARATION OF RECIPROCAL EASEMENTS is made and established as of the 25th day of November, 1998, by CANTON MILL, L.L.C., a Georgia limited liability company (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Cherokee County containing approximately 36.89 acres, which property is shown on a site plan attached hereto as Exhibit A and incorporated herein, and is described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, Declarant intends to develop such land in phases (such phases being depicted on the Site Plan as Parcel I and Parcel II), with the first phase of development taking place on Parcel I, said Parcels being described on Exhibit C, attached hereto and incorporated by reference herein; and

WHEREAS, it is contemplated that said phase development and the land, buildings and other improvements shall constitute a unified project; and

WHEREAS, Declarant desires to establish and create certain rights, privileges and easements for and to impose certain restrictions and covenants upon the respective Parcels as hereinafter set forth;

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Declarant, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, hereby establishes, creates and agrees as follows:

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings:

A. **ACCESS EASEMENT.** The term "Access Easement" shall have the meaning as set forth in Paragraph 2A hereof.

B. **COMMON AREA.** The term "Common Area" shall mean and refer to the following improvements now or hereafter existing on the Project (some or all of which as are presently existing are shown on the Site Plan): (i) individual parking places for passenger vehicles, including surface area parking and any multilevel parking areas to be constructed (ii) roadways to provide vehicular access to and ingress and egress to and from and in and out of such individual parking places and to public streets and highways adjacent to and abutting the Project, including entrances to and exits from the Project, (iii) sidewalks and walkways located outside the building improvements, including those providing pedestrian access to and ingress and egress to and from such individual parking places and the building, (iv) exterior landscaped and planted areas, (v) all curbs, exterior lighting standards and fixtures, traffic and directional signs, traffic striping and markings, (vi) fencing along the perimeter of the Project, (vii) water towers, smoke stacks, water reservoir, and outside water fountain, (viii) gates and/or guardhouses at entrances into the Project, (ix) all parts of the security system, (x) any Office, (xi) any signs bearing the name of the Project, (xii) all exterior or underground utility lines and facilities (xiii) the pool and pool house, and (xiv) any other areas referred to herein as a part of the Common Areas.

C. **COMMON AREA EASEMENTS.** The term "Common Area Easements" shall mean and refer to the easements and related rights provided for in Paragraph 3A hereof.

F. **COMMON AREA EXPENSES.** The term "Common Area Expenses" shall mean all costs and expenses for the repair, maintenance, operation, insurance, replacement, restriping, renovation, and up-keep of the Common Areas including all personnel costs associated with the same, but excluding, however, any such costs or expenses with respect to (ii) any up-grading of equipment or improvements to be borne by an Owner pursuant to Paragraph 5E, and (iii) any office other than the Office.

G. **MANAGER.** The term "Manager" shall initially mean Aderhold Properties, Inc., or any subsequent entity engaged with majority consent of all Owners.

H. **OFFICE.** The term "Office" shall refer to the management, leasing and/or security office, or related business office, together with any security or observation system servicing the Common Areas, to be maintained pursuant to Paragraph 5D.

I. OPENS FOR BUSINESS. The terms "opens for business", "open for business" and "opened for business" shall, as to the respective parties, mean the date on which any residential apartment unit, condominium unit, office space or other commercial space in the building erected upon a Parcel is first occupied.

J. PARTY OR OWNER. The terms "Party" or "Owner", or the plural forms of such terms, as used in this Agreement shall mean and refer to Declarant and its successors, successors-in-title and assigns, to the extent that any of such successors, successors-in-title or assigns becomes the owner of a fee simple interest in all or any portion of a Parcel, but shall not include any person or entity holding such interest as security for the performance or satisfaction of an obligation. References to a majority of Owners or unanimous consent of all owners shall mean, respectively, a majority by vote or a unanimous consent by vote, with the Owner or Owners of each Parcel having collectively one vote; provided, however, that an Owner shall have no vote until a building erected on such Owner's Parcel is Open for Business.

K. PROJECT: PARCEL. The term "Project" shall refer collectively to all Parcels and to the entire land depicted on the Site Plan together with all buildings and other improvements constructed at any time thereon, which shall be known as "Canton Mill", and such name shall not be changed without the consent of all Parties. The term "Parcel" shall refer to either of Parcel I or Parcel II, as the context shall require or permit.

L. UNIT. The term "Unit" shall refer to a residential apartment dwelling designed for lease to a tenant or to a condominium unit. If improvements are constructed or renovated for non-residential use (such as an office building, retail, or commercial use), then such improvements shall be deemed to contain a number of Units equal to the gross square footage on all floors of such improvements divided by 1000. (For example, a ten-story office building with 15,000 square feet on each floor would be deemed to have 150 Units). The gross square footage of any such non-residential building improvements shall be certified to each Owner of a Parcel by the architect responsible for the plans and specifications for such non-residential building improvements.

2. ACCESS EASEMENTS.

A. Grant of Access Easement. Declarant hereby establishes, declares and grants with respect to the Project and for each Owner of a Parcel, for itself and its successors, successors-in-title and assigns, and for the benefit of each Parcel, the perpetual, nonexclusive right, privilege and easement, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 2B and 2C hereof, to use, for pedestrian and vehicular traffic only, any roadways now existing or hereafter constructed on any Parcel (hereinafter called "Access Easement") in order to provide ingress to and egress from any portion of the Project and adjoining roads and streets.

B. Use of Access Easement. Any Owner, its successors, successors-in-title and assigns, shall have the right to permit its tenants, employees, agents, customers, licensees and

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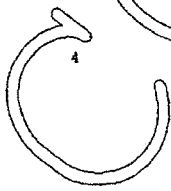
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invitees to use the Access Easement granted or declared pursuant to Paragraph 2A hereof (and/or any relocation thereof pursuant to Paragraph 2C hereof), such use to be in common with the grantor or the declarant thereof, their respective successors, successors-in-title and assigns and all other persons claiming by, through or under them. Each Owner agrees, during the term hereof, not to obstruct or interfere unreasonably with the free flow of pedestrian and vehicular traffic over the roadways located upon the land covered by such easements, except to the extent deemed necessary for reasonable repair and maintenance, or to prevent a dedication thereof, or the accrual of any rights to the public therein, and does further agree to keep the Access Easement on its Parcel in good repair and condition, subject to the provisions of Paragraph 5 hereof. If any Owner fails to maintain all or any portion of the Access Easement on its Parcel, and the same is not maintained pursuant to Paragraph 5, then each grantee of said Access Easement shall have the right during the term of said Access Easement to maintain, repair and replace roadways over those portions of the lands of the Owner over which such Access Easement is granted or declared (and/or any relocation thereof pursuant to Paragraph 2C hereof), provided that such grantee shall give such Owner not less than 20 days advance written notice of its intention to maintain, repair or replace such roadways (except in an emergency situation when no such notice shall be required) and such Owner has failed to commence such work within such 20 day period, and thereafter to proceed diligently with such work in a good and workmanlike manner. The Party to whom notice was given shall be responsible to reimburse the Party performing such work for the cost of such work together with interest thereon at the rate of eight percent per annum until paid. Any amounts so expended for repairs or maintenance under this provision shall be due and payable upon demand, without prejudice, however, to the right of the defaulting party to contest the right of the other party to make such repairs or perform such maintenance and to withhold such amounts. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of each of the Parcels.

C. Relocation of Access Easement. Each Owner of a Parcel reserves the right, from time to time, without obtaining the consent or approval of the other Owners, to change the location of the Access Easement or any portion thereof granted pursuant to Paragraph 2A hereof to the extent that the same is located on such Owner's Parcel, and the roadways over such Owner's Parcel, so long as any such relocation does not unreasonably restrict or interrupt the circulation and accessibility of traffic through the Project and to each of the Parcels benefited thereby and to adjoining roads and highways, provided (i) that the Owner so desiring to relocate such Access Easement shall give not less than 60 days advance notice to each of the other Owners, (ii) that such Owner constructs, at its expense, a new roadway on such new location which is in all respects at least equal in quality, width and materials to the roadway in the old location and (iii) such new roadway is constructed in accordance with all applicable laws, ordinances and regulations. Any such relocation shall not reduce the number of parking spaces to be maintained with respect to each Parcel.

3. COMMON AREAS.

A. Grant of Common Area Easements. Declarant hereby establishes, declares and grants with respect to the Project and for each Owner of a Parcel, for itself and its successors,



successors-in-title and assigns, and for the benefit of each Parcel, the perpetual nonexclusive right, privilege and easement (subject to the right to temporarily barricade) to use such Common Areas as now exist and are from time to time constructed on each grantor's Parcel (except those portions of Common Areas comprising the Access Easement, for which provision is made in Paragraph 2A-hereof), for pedestrian and vehicular traffic, for ingress and egress, for parking purposes, for the purpose of ingress and egress to and from each Parcel and to all adjoining public streets, and for the other uses for which Common Areas may exist (but only for such purposes and uses for the Common Areas as contemplated in Paragraph 1B hereof), and the right to maintain, repair and replace such Common Areas, as provided in Paragraph 3B, together with the rights and subject to the restrictions and reservations set forth in the following paragraphs. Notwithstanding the foregoing, the owner of Parcel 1 shall have the right at any time, upon thirty days prior written notice to the other Owners, to designate up to, but not more than, 450 parking spaces located on Parcel 1 for the exclusive use of the Owners and tenants of Parcel 1.

B. Use and Maintenance of Common Areas. Each Owner, its successors, successors-in-title and assigns, shall have the right to permit such Owner, its tenants and their respective officers, employees, agents, customers, visitors, guests, licensees and invitees to use the Common Area Easements granted pursuant to Paragraph 3A above, such use to be subject to the provisions of this Agreement and in common with each Owner, successors, successors-in-title and assigns, and all other persons claiming by, through or under them. Each such Owner shall have the right to use any Common Areas which may now exist or hereafter be constructed by any Owner, its successors or assigns, upon the Parcel of such Owner. Subject to Paragraph 5, each Owner agrees to keep the Common Areas on its Parcel in good repair and condition. If any Owner fails to do so, and the same is not maintained pursuant to Paragraph 5, then each other Owner of said Common Area Easements shall have the right, during the term of this Agreement, to maintain, repair and replace roadways, parking areas and other Common Areas located on the Parcel of such defaulting Owner of such Common Area Easements (and/or any modification of such Common Areas pursuant to Paragraph 3C hereof), provided that such other Owners shall give such defaulting Owner not less than 20 days advance written notice of its intention to maintain, repair or replace such Common Areas (except in an emergency situation when no such notice shall be required) and such defaulting Owner has failed to commence such work within such 20 day period and thereafter to proceed diligently with such work. The party to whom notice was given shall be responsible to reimburse the party performing such work for the cost of such work together with interest thereon at the rate of eight percent per annum. Any amounts so expended for repairs or maintenance under this provision shall be due and payable upon demand, without prejudice, however, to the right of the defaulting Owner to contest the right of the other party to make such repairs or perform such maintenance and to withhold such amounts. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of each Parcel.

C. Modification of Common Areas. Each of the Owners of the Parcels reserves the right, from time to time, without obtaining the consent or approval of the other Owners, to make any changes, modifications or alterations in those portions of such Owner's Parcel which are subject to the foregoing Common Area Easements, provided that such changes, modifications or

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alterations (i) do not reduce the number or size of parking spaces on such Owner's Parcel so as to cause either such Parcel or any other Parcel to violate the parking requirements of Paragraph 7A or of any applicable law or ordinance, below the applicable parking requirements provided in Paragraph 7A hereof, (ii) do not unreasonably restrict circulation of vehicular or pedestrian traffic within the Project or to adjoining public streets, (iii) do not unreasonably restrict ingress and egress to and from each Parcel and the improvements constructed thereon, (iv) do not effect any alteration of such portions of such Owner's Parcel which is inconsistent with its use as Common Area, (v) afford the same or similar access to each Parcel as previously existed, (vi) are consistent with the historical nature of the Project, and (vii) comply with all recorded agreements. Notwithstanding the foregoing, an Owner may not remove, terminate or delete any Common Area without the consent of all Owners.

D. Charges for Common Area Use. Unless otherwise approved by all Owners, no Owner shall impose or collect any charge, fees, or other amounts for the use of any Common Areas located on such Owner's Parcel. If the charging of fees is approved by all Owners, then the Owners by unanimous consent shall also agree upon the method of collecting such fees and the use of the collected fees.

4. UTILITY EASEMENTS AND FACILITIES.

A. Grant of Utility Easements. Declarant hereby establishes, declares and grants with respect to the Project and for each Owner of a Parcel, for itself, and its successors, successors-in-title and assigns, and for the benefit of each Parcel, the perpetual nonexclusive right, privilege and easement to construct, install and tie into and to use, maintain, repair, replace and/or reconstruct exterior and underground utility lines and facilities, such as, without limitation, water, gas, electric, telephone and storm water and surface drainage and sanitary sewer lines and facilities on each Parcel. The Owner of a Parcel shall have the right to designate a reasonable location at which the tie-in to any such installation or facility is to be made or constructed, which designation shall be made by approval by such Owner of the plans for such utility lines and facilities. Any such tie-in or use of utilities may not impair or diminish utility service to any other Parcel. Such utility lines and facilities when installed or constructed may, however, be relocated at any time and from time to time at the expense of the Owner of the Parcel upon which the same are located, provided that such new relocated utility lines or facilities are not subject to defeasance by paramount title and provided, further that such relocation shall be undertaken in a manner and at times so as to cause as little interruption with the use of such facilities as possible, shall be done in compliance with all applicable laws and ordinances, shall not increase the cost of or diminish such utility services, and shall not unreasonably interfere with the flow of traffic on the Project during the period of such relocation. Each Owner reserves the right to pave over such facilities which are installed underground and to change the grade of its Parcel so long as suitable measures are taken, at its expense, to protect such underground facilities and to insure that such change of grade does not, materially and adversely affect the drainage of storm water on the Project or the rights of others under this Agreement in any materially adverse manner.

B. Dedication of Utilities. The Parties agree that any one or more of the utility lines and facilities described in Paragraph 4A above, together with appropriate easements therefor, may be dedicated to the appropriate governmental authority, or otherwise assigned to the appropriate public utility company, as the case may be, provided that the terms of dedication or assignment are unanimously acceptable to the Parties served thereby and such dedication or assignment shall not materially interfere with, or increase the cost of, or materially diminish the utility services available to the Parties or others entitled to the use thereof, and that such dedication or assignment shall not materially and adversely affect the rights granted to or reserved by the Parties pursuant to Paragraph 4A above. In the event of such dedication or assignment, said utility lines and facilities and easements may benefit lands other than the lands specified in Paragraph 4A above, provided that any increase in costs incurred in order to provide and/or maintain facilities adequate to serve any such additional lands shall be borne by said governmental authority or public utility or the owners of such additional lands, as the case may be. The parties further agree, upon request therefor, to execute and deliver such instrument or instruments as may be reasonably necessary to effect said dedications and/or assignments.

5. EXPENSES

A. General. Except as otherwise specifically provided herein, and except for damage caused by the negligence or intentional act of another Owner, its tenants, agents, employees or invitees, each Owner shall be responsible and shall pay for all repairs, maintenance, cost, and expenses incurred with respect to the Parcel owned by such Owner. Each Owner shall pay all ad valorem taxes and other taxes and duties which may be levied or become due and payable with respect to such Owner's Parcel.

B. Management of Common Area. The Owners of Parcels on which improvements are Open For Business shall engage a Manager for the management, repair, and operation of the Common Areas. The Manager shall be agreed upon by a majority vote of all such Owners. Declarant has entered into a management agreement with an initial Manager, which Manager shall remain the Manager for purposes of this Agreement until changed by majority vote of all Owners. Any Manager of the Common Area on a Parcel shall be subject to the approval by the holder and insurer of any first mortgage on such parcel. Except for those matters which are expressly the obligation of one Owner, the Manager shall be responsible for the maintenance, repair, replacement, supervision and operation of all Common Areas. The Manager shall annually (at least sixty days prior to each calendar year) present a budget for costs and expenses of the same, together with a budget for any proposed capital improvements, to the Owners for approval. Such budget will also reflect any fee or income anticipated which will offset Common Area Expenses. Such budgets shall be deemed approved when favorably approved by a majority of Owners. Manager shall have the authority to exceed such budget only with the approval of a majority of Owners, or in an emergency situation, or pursuant to the specific provisions of any management agreement between such Manager and a majority of the Owners.

C. Payment of Common Area Expenses. Until the improvements upon a Parcel have become Open For Business, the expenses to maintain the Common Area with respect to such

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Parcel shall be paid and borne solely by the Owner of such Parcel. Otherwise, all Common Area Expenses, as well as all costs and expenses paid, incurred or advanced by the Manager pursuant to Paragraph 5B above, including budgeted expenses and emergency expenses shall be paid and borne by all Owners in proportion to the number of enclosed, heated square feet of floor area upon each Parcel. Each Owner shall pay in advance to the Manager on a monthly basis such Owner's anticipated monthly share of the same, together with any additional amounts due hereunder which may be billed by the Manager to the Owners, subject to an annual review and adjustment. At least annually, the Manager shall render a full report to all Owners with respect to all income collected and costs and expenses paid or incurred by the Manager and the allocation of the same to the Owners. Any Owner at its cost and expense shall have the right to audit the budget and reports of the Manager at any time using an accountant or auditor reasonably acceptable to a majority of the Owners; provided, if such audit reveals more than a five per cent (5%) discrepancy, then the cost of the audit shall be paid or reimbursed to such Owner by the Manager.

D. Office. It is contemplated that one Office shall be maintained within the improvements on the Project for leasing, management, and security center for the entire Project, and all costs and expenses (including payroll) of such Office shall constitute part of the Common Area Expenses. The Office will not be charged any rent. Notwithstanding the foregoing, any Owner may elect at any time to have an office on his Parcel for the management, leasing, maintenance and security of such Parcel. If such election is made, then such Owner shall be solely responsible for all costs and expenses of such separate office and shall have no obligation to make contributions to the costs and expenses of the Office unless such Owner continues to use the services or personnel in the Office.

E. Improvements and Repair of Common Area. Each Owner shall be ultimately responsible for the maintenance, repair, upkeep, and replacement of the Common Areas located upon such Owner's Parcel; provided, however, it is contemplated that the same will be handled through the Manager pursuant to Paragraph 5B above and such Manager will be responsible for the same. However, if there shall be no Manager or if the Manager shall fail to perform the same, then the ultimate responsibility shall be upon each Owner. The Parties agree to maintain the Common Areas in a good, sightly, clean and safe condition. In the event of any damage or destruction to any part of the Common Areas, the same shall be replaced, rebuilt and renovated by the Owner of the Parcel upon which the same are located to a condition at least equal to that which existed prior to such damage or destruction and in accordance with all applicable laws and regulations, unless otherwise unanimously agreed by all Owners.

F. Up-Grading Expenses. No Owner shall expand or upgrade any Common Areas which would result in an increase in Common Expenses attributable thereto except (i) with the unanimous consent of all Owners or (ii) unless such Owner bears all such increased costs and expenses.

G. Management of Parcels. Nothing herein shall prevent or restrict any Owner from engaging any party to lease and manage the improvements (other than the Common Areas) on

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such Owner's Parcel.

6. COVENANTS.

A. Limitations on Use and Signs. Declarant on behalf of itself and its successors, successors-in-title and assigns, hereby covenants and agrees, during the term of this Agreement, which covenants shall be for the benefit of all Parcels described herein, that:

(1) There shall be no selling or soliciting activities in the Project which are conducted outside the buildings erected on Parcels. No fence, structure or other obstruction of any kind shall be placed, kept, permitted or maintained upon areas located outside of the improvements on any Parcel, which would prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic throughout the Project, except such of the foregoing as are reasonably necessary or proper for the construction, repair or rebuilding authorized hereunder, and except that each Party shall have the right, on one day in each calendar year to erect barriers or chains for the purpose of denying access to the Common Areas on its Parcel in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein. Nothing contained herein shall be deemed to prohibit activities approved or conducted by the Manager or by all Owners as specifically allowed herein.

(2) Except for temporary signs during the period of any construction on a Parcel, or signs for the promotion or leasing of space on a Parcel which are erected by an Owner, the Manager or an Owner's Manager, all signs installed or maintained within the Project shall conform to the sign criteria attached hereto and marked Exhibit D.

(3) Until the improvements on a Parcel become Open for Business, the Owner of that Parcel shall be responsible to maintain and landscape such Parcel at its own expense.

(4) If any improvements or buildings are razed, removed, damaged or destroyed, then such area shall be promptly cleared and either landscaped or paved until any reconstruction shall commence at the sole cost and expense of the Owner of the Parcel on which such improvements or buildings were located.

B. Character of Operations. Each Owner on behalf of itself and its successors and assigns, hereby covenants and agrees that it will use its reasonable efforts, subject to applicable law, to prevent activities which constitute an unreasonable disturbance on Parcels, including without limitation, hawking or soliciting outside buildings and the use of loud speakers, phonographs, radios, television or other means of broadcasting in a manner to be heard outside its improvements, and the distribution or passing out of handbills, pamphlets, advertisements, literature or any other device, article or mechanism.

7. PARKING.

A. Restrictions. No building or buildings shall be constructed or maintained on any

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Parcel unless, in connection with the same, the Owner of such Parcel shall construct and maintain on such Parcel (taking into consideration existing parking spaces on other Parcels which are part of the Common Area) sufficient additional parking spaces to comply with all applicable governmental laws and regulations for any such buildings.

B. Parking Construction. Parking will be constructed generally as shown on the Site Plan, but an Owner may vary as long as Paragraph 7A is complied with. An Owner may provide deck parking on any Parcel. An Owner, at its cost and expense, may construct parking on another Parcel if an area of such other Parcel has been designated for parking but such area has not been improved with parking.

C. Use of Parking Areas. All surface parking areas shall be a part of the Common Area for use by all Owners and their tenants, guests and invitees. Notwithstanding the foregoing, any Owner may designate handicapped spaces or spaces reserved for use in connection with the Office or for deliveries or similar purposes, and the same shall be deemed reserved for such use or purpose.

D. Employee Parking. With consideration to any recommendations from the Manager, the Owners by a majority vote of Owners may designate certain areas for employee parking, service vehicle parking, delivery parking, and similar specialized parking. Each Owner agrees to use its reasonable efforts to require that its employees, tenants, concessionaires, agents, and contractors park their respective vehicles in such designated parking areas.

E. Charges; Expenses. No charges shall be made for use of surface parking areas except as permitted pursuant to Paragraph 3D above.

8. EMINENT DOMAIN.

If all or any portion of a Parcel is taken by eminent domain or condemnation proceeding, and if the taking is of a part of the Common Area, then such Owner shall be obligated to replace or restore such affected Common Area as may be reasonably possible to an architectural whole and as near as possible to what existed prior to such taking.

9. DAMAGE AND DESTRUCTION; INSURANCE.

A. Damage. Except as otherwise expressly provided herein, each Owner shall be responsible for all damage, destruction or other activity on such Owner's Parcel.

B. Casualty Insurance. Each Owner shall maintain extended coverage replacement cost casualty insurance in effect as to the improvements on such Owner's Parcel. With respect to the Common Areas, any damage or destruction shall be promptly repaired, restored and replaced by the Owner who originally constructed the same. Any insurance proceeds resulting from damage or destruction to any such Common Areas shall be used for such purpose.

C. Liability Insurance. The Owners agree to jointly carry liability insurance, which shall name all Owners, their mortgagees and other parties in interest, with respect to the entire Project, with the carrier, limits and other provisions of such insurance being decided by majority vote of Owners.

10. MISCELLANEOUS.

A. Notices. Any notice, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given (i) when delivered personally, or (ii) on the first day after being sent by a commercial overnight courier service, or (iii) on the second business day after being deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed to such Party at the following address:

c/o Aderhold Properties, Inc.
170 Boulevard, S.E.
Atlanta, Georgia 30312

Any party may give notice as aforesaid to change its address for future notices. Upon a change in ownership of any Parcel, the subsequent Owner may amend this section to provide its address for notice purposes.

B. Covenants Running with the Land. The restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as restrictions and covenants running with the land binding upon, inuring to the benefit of and enforceable by the Parties, their respective successors, successors-in-title and assigns, and their respective Parcels, as set forth in this Agreement.

C. Real Estate Taxes and Assessments. The Parties each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels; provided, however, that nothing herein contained shall be deemed to limit the right of the respective Parties to contest in good faith, the validity of any such taxes or assessments, by appropriate proceedings.

D. Exhibits. The exhibits mentioned herein are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

E. Notice to Party's Lender and Lender's Right to Cure Defaults. During such period as any lender of any Party, provided notice of the name and address of such lender has been given to the other Parties in accordance with Paragraph 10A hereof (hereinafter called the "Lender"), shall be the holder of a note secured by a lien on all or any portion of the Parcel of such Party (hereinafter called the "Mortgage Premises"), the Parties agree that in the event of any default by such Party in the full performance of any obligation agreed to or imposed upon such Party pursuant to this Agreement, each such other Party agrees that such default shall not constitute grounds for, give rise to, or result in the invocation by any such other Party of any of

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its rights hereunder to terminate any of its obligations under this Agreement, to withdraw all or any portion of its Parcel from the operation hereof or to refuse to fully perform each and every one of its agreements hereunder unless prior to invoking any such rights the aggrieved Party shall notify the defaulting Party's Lender in writing of the alleged default on the part of such Party in the performance of its obligations to said aggrieved Party and shall afford Lender the right and privilege to cure or to effect a cure of such alleged default within any period of time afforded such Party under this Agreement to cure the alleged default, which period of time shall be measured from the date Lender has notice of each such default (provided that no such notice need be given in an emergency situation but shall be given within a reasonable time after such emergency). It is understood that the failure of any Party to provide prompt notice of default shall not constitute a waiver of such Party's rights to thereafter give notice, as above provided, and invoke its rights against the defaulting Party.

F. Estoppel Certificate. At any time and from time to time, each Owner of any portion of the land comprising the Project agrees, upon request in writing from any other Owner, to execute and deliver to the requesting Owner, or to such Owner's mortgagee or financial institution, a statement in writing, certifying to all or any part of the following information as such Owner shall request; that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is full force and effect as modified and stating the modification); that the responding Owner to its knowledge knows of no default under this Agreement by the requesting Owner, or if there is a default, the nature thereof; and that there are no amounts due under this Agreement to the responding Owner, or if there are any amounts due, the nature and amount thereof.

G. No Joint Venture. Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render either Party liable for the debts or obligations of the other Party, except as in this Agreement expressly provided.

H. Waiver. No delay or omission by any Party to exercise any right or power accruing upon any noncompliance or failure of performance by another Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

I. Headings. The paragraph and subparagraph headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

K. Limitation of Liability. Each Owner shall be personally liable for such Owner's share of Common Area Expenses which shall be due and payable (on an accrual basis) during such Owner's period of ownership of a Parcel. Otherwise, each Owner agrees on behalf of itself and its successors and assigns, that if at any time another Owner (herein "Defaulting Owner") fails to observe, fulfill or perform any covenant, term or condition of this Agreement upon its part to be observed, fulfilled or performed and, as a consequence of such default, such Owner recovers a money judgment against Defaulting Owner, such judgment and any lien related thereto shall be subject and subordinate to any mortgage, deed to secure debt or other loan security documents of record and further may be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Defaulting Owner in the Defaulting Owner's Parcel and out of rents or other income from the same or out of the consideration received by Defaulting Owner from the sale or other disposition of all or any part of Defaulting Owner's right, title and interest in the Defaulting Owner's Parcel, and neither the Defaulting Owner nor any partner, member or officer thereof shall be personally liable for the same or liable for any deficiency. The foregoing shall not be deemed to limit any right of any Owner to seek to enjoin violations of the obligations of Defaulting Owner under this Agreement or to seek specific performance of such obligations or other equitable relief.

L. Partial Invalidity. If any provision, or portions thereof, of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provisions, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

M. Agreements to be in Writing. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement in whole or in part unless such agreement is in writing and signed by all then Owners.

N. Reasonableness. Any approval or consent to be given hereunder shall not be unreasonably withheld or delayed.

11. CONSTRUCTION

A. Construction Staging Area. In connection with the construction, renovation, repair or replacement of any improvements upon a Parcel, the Owner of such Parcel will use its reasonable efforts to restrict all construction activity to such Parcel. However, if it is not reasonable to do so, then such Owner may propose a Construction Staging Area on another Parcel to be used temporarily in connection with such activity. The designation and use of such Construction Staging Area shall be subject to the following restrictions:

- (a) The Construction Staging Area shall be located so as to minimize

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inconvenience to and use of such other Owner's Parcel;

(b) The Owner of the Parcel upon which the Construction Staging Area is proposed shall have the right to approve its specific location;

(c) All Owners will be given at least thirty days advance written notice of the designated Construction Staging Area;

(d) The Owner designating the Construction Staging Area shall be solely responsible for all activity taking place on the same and shall indemnify the other Owners from and against any liability;

(e) Such Construction Staging Area shall be used only for the duration of the construction activity, after which the Owner which designated and used the same shall return it (at such Owner's sole cost and expense) to the same condition as existed prior to such designation.

B. Construction Activity. Each Owner will be fully responsible for any construction activity undertaken by or at the direction of such Owner. If any construction activity or improvements constructed by an Owner result in damage to the improvements, landscaping, or Common Areas of another Owner, then the Owner directing such construction activity or new improvements shall be responsible for all such damage. Each Owner shall indemnify and hold harmless the other Owners and their tenants, guests, employees and invitees from any damage resulting from any construction activity undertaken at the direction of the indemnifying Owner.

12. ASSIGNMENT.

In the event of an assignment by any Owner of all or any of its respective rights, privileges and easements or the benefit of any covenants or agreements hereunder, the assignee of such Owner shall have the benefit of all of such rights, privileges, easements, covenants or agreements and the right to enforce such rights, privileges, easements, covenants and agreements as fully as if such assignee had been an original party hereto, and the liability of each Owner, or their respective successors or assigns, under this Agreement, shall extend only to those obligations hereunder which affect the land covered by this Agreement then owned by such Owner and which obligations arise during such period of ownership. Such an assignment may be made only to a party who is the Owner of all or a portion of a Parcel or the holder of a deed to secure debt on all or a portion of a Parcel. Such an assignment shall be deemed to have been made to and this Agreement shall be deemed to have been so assumed by each subsequent owner of fee simple title to all or any portion of a Parcel.

13. TERM AND TERMINATION.

The term of this Agreement and the easements and provisions hereof shall be perpetual, unless terminated by unanimous consent of all Owners.

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IN WITNESS WHEREOF, the parties have hereunto duly executed this Agreement under seal as of the day and year first above mentioned.

CANTON MILL, L.L.C.

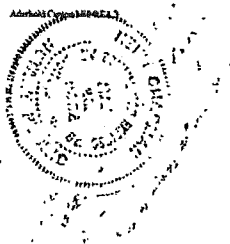
By: Aderhold Properties/Canton Mill, LLC,
authorized member

By: *L E Brown*
Louis E. Brown, Member

Signed, sealed and delivered
in the presence of:

Mitchell Harris
Witness

Heidi Chapman
Notary Public
My Commission expires:



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LIST OF EXHIBITS

Exhibit A - Site Plan

Exhibit B - Entire Parcel

Exhibit C - Parcel I and Parcel II

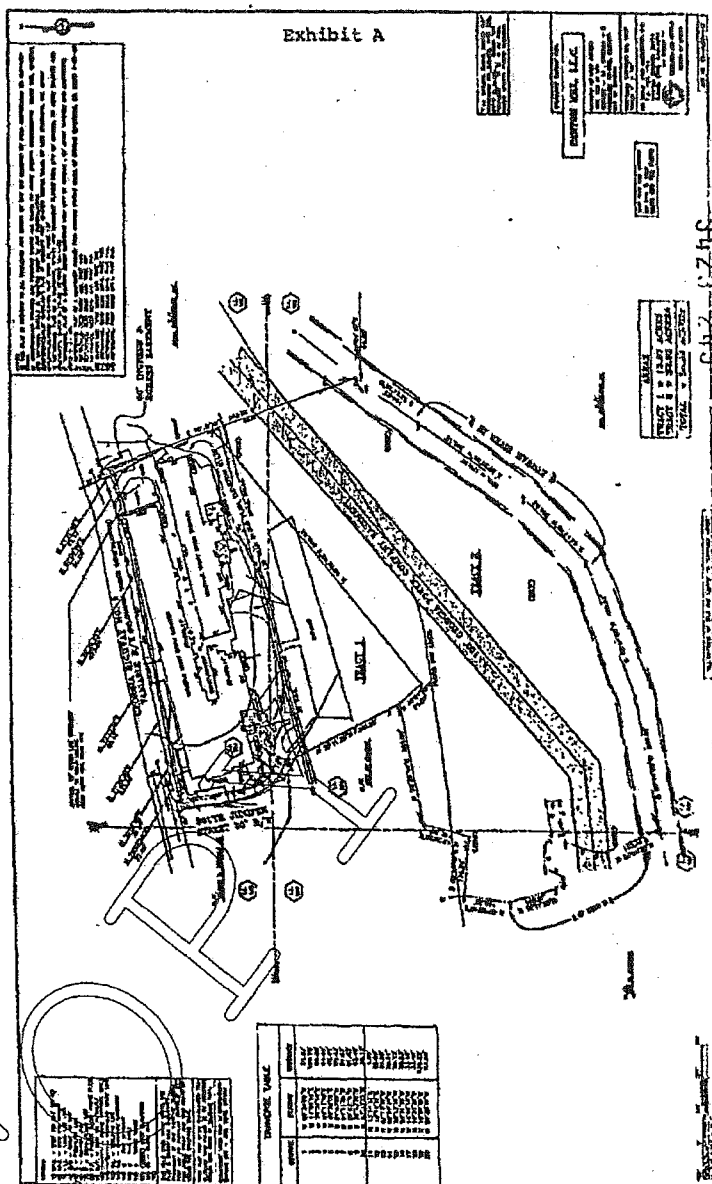
Exhibit D - Sign Criteria

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EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND lying and being in City of Canton in Land Lots 167, 193 and 194 of the 14th District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at the intersection of the easterly right-of-way line of South Juniper Street (30 foot right-of-way) and the southerly right-of-way line of Georgia Highway No. 5 (variable right-of-way); thence running along the southerly right-of-way line of Georgia Highway No. 5 the following courses and distances: N 76° 03' 55" E, 77.23 feet to a point; thence N 78° 06' 05" E, 39.30 feet to a point; thence N 77° 35' 35" E, 233.33 feet to a point; thence N 77° 23' 50" E, 62.12 feet to a point; thence N 78° 26' 15" E, 473.51 feet to a point; thence N 67° 06' 00" E, 50.06 feet to a point; thence N 71° 07' 45" E, 62.12 feet to an iron pin set; thence leaving said right-of-way line of Georgia Highway No. 5 and running S 19° 10' 30" E, 845.80 feet to a point on the centerline of the Etowah River; thence running along the centerline of the Etowah River the following courses and distances: S 36° 04' 15" W, 44.28 feet to a point; thence S 32° 51' 35" W, 194.83 feet to a point; thence S 33° 32' 05" W, 395.12 feet to a point; thence S 41° 17' 55" W, 265.83 feet to a point; thence S 68° 41' 00" W, 420.51 feet to a point; thence S 80° 11' 05" W, 388.92 feet to a point; thence leaving the centerline of the Etowah River and running N 23° 06' 25" W, 183.45 feet +/- to a point; thence N 00° 34' 05" W, 34.62 feet to a point; thence N 17° 04' 10" E, 100.75 feet to a point; thence N 78° 30' 10" E, 59.58 feet to a point; thence N 08° 11' 25" E, 64.60 feet to a point; thence N 00° 30' 05" E, 42.61 feet to a point; thence S 81° 43' 00" W, 90.43 feet to a point; thence N 64° 51' 25" W, 51.67 feet to a point; thence N 89° 02' 25" W, 61.43 feet to a point; thence S 28° 13' 25" W, 63.46 feet to a point; thence N 53° 32' 25" W, 38.12 feet to a point; thence N 16° 21' 20" W, 150.27 feet to a point; thence N 07° 08' 40" E, 148.29 feet to a point; thence S 83° 10' 45" E, 176.24 feet to an iron pin found; thence N 13° 35' 25" E, 141.85 feet to an iron pin found; thence N 78° 36' 10" E, 360.00 feet to an iron pin found; thence N 26° 11' 20" W, 386.95 feet to an iron pin found; thence N 16° 14' 25" E, 4.99 feet to an iron pin found on the right-of-way line of South Juniper Street (30 foot right-of-way); thence running along said right-of-way line of South Juniper Street the following courses and distances: N 15° 14' 25" E, 30.08 feet to a point; N 62° 12' 20" W, 34.25 feet to a point; thence N 60° 50' 30" W, 28.31 feet to a point; thence N 39° 12' 55" W, 25.12 feet to a point; thence N 24° 31' 25" W, 29.23 feet to a point; thence N 14° 46' 10" W, 33.49 feet to a point; thence N 10° 34' 30" W, 33.49 feet to a point; thence N 10° 04' 55" W, 130.22 feet to a point; thence N 09° 25' 15" W, 57.14 feet to an iron pin set on the southerly right-of-way line of Georgia Highway No. 5 and the POINT OF BEGINNING. All according to survey by Wikle Land Surveying, Inc., dated October 30, 1997.

TOGETHER WITH a non-exclusive Ingress-Egress Easement as contained in that certain Easement Agreement by and between Coma Properties, Inc. and Canton Mill, LLC, dated November ____, 1997, recorded at Deed Book ____ page ____, Cherokee County, Georgia Records.

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Exhibit C
Page 1 of 2

Property Description
Canton Mill, LLC
Tract I

ALL THAT TRACT OR PARCEL of land lying and being in the City of Canton in Land Lots 193 and 194 of the 14th District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way line of South Juniper Street (30 foot right of way) and the southerly right of way line of Georgia Highway #5 (variable right of way); thence running along the southerly right of way line of Georgia Highway #5 the following courses and distances: north 76 degrees 03 minutes 55 seconds east 77.23 feet to a point; thence north 78 degrees 06 minutes 5 seconds east 39.30 feet to a point; thence north 77 degrees 35 minutes 35 seconds east 233.33 feet to a point; thence north 77 degrees 23 minutes 50 seconds east 62.12 feet to a point; thence north 78 degrees 26 minutes 15 seconds east 473.51 feet to a point; thence north 67 degrees 06 minutes 00 seconds east 50.06 feet to a point; thence north 71 degrees 07 minutes 45 seconds east 62.12 feet to an iron pin set; thence leaving the right of way of Georgia Highway #5 and running south 19 degrees 10 minutes 30 seconds east 373.47 feet to a point; thence south 48 degrees 52 minutes 05 seconds west 986.52 feet to a point; thence north 40 degrees 01 minutes 20 seconds west 91.87 feet to an iron pin found; thence north 26 degrees 11 minutes 20 seconds west 386.95 feet to an iron pin found; thence north 15 degrees 14 minutes 25 seconds east 4.99 feet to an iron pin found on the right of way line of South Juniper Street (30 foot right of way); thence running along the right of way line of South Juniper Street the following courses and distances: north 15 degrees 14 minutes 25 seconds east 30.00 feet to a point; thence north 62 degrees 12 minutes 20 seconds west 34.25 feet to a point; thence north 60 degrees 50 minutes 30 seconds west 28.31 feet to a point; thence north 39 degrees 12 minutes 55 seconds west 25.12 feet to a point; thence north 24 degrees 31 minutes 25 seconds west 29.23 feet to a point; thence north 14 degrees 46 minutes 10 seconds west 33.49 feet to a point; thence north 10 degrees 34 minutes 30 seconds west 33.49 feet to a point; thence north 10 degrees 04 minutes 55 seconds west 130.22 feet to a point; thence north 09 degrees 25 minutes 15 seconds west 57.14 feet to an iron pin set on the southerly right of way of Georgia Highway #5 and the POINT OF BEGINNING.

The foregoing property is described in accordance with a survey by Wikle Land Surveying, Inc., dated October 30, 1997, last revised November 2, 1998.

Canton Mill, LLC

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Exhibit C
Page 2 of 2

Property Description
Canton Mill, LLC
Tract II

ALL THAT TRACT OR PARCEL of land lying and being in the City of Canton in Land Lots 193 and 194 of the 14th District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

COMMENCE at the intersection of the easterly right of way line of South Juniper Street (30 foot right of way) and the southerly right of way line of Georgia Highway #5 (variable right of way); thence running along the southerly right of way line of Georgia Highway #5 the following courses and distances: north 76 degrees 03 minutes 55 seconds east 77.23 feet to a point; thence north 78 degrees 06 minutes 5 seconds east 39.30 feet to a point; thence north 77 degrees 35 minutes 35 seconds east 233.33 feet to a point; thence north 77 degrees 23 minutes 50 seconds east 62.12 feet to a point; thence north 78 degrees 26 minutes 15 seconds east 473.51 feet to a point; thence north 67 degrees 06 minutes 00 seconds east 50.06 feet to a point; thence north 71 degrees 07 minutes 45 seconds east 62.12 feet to an iron pin set; thence leaving the right of way of Georgia Highway #5 and running south 19 degrees 10 minutes 30 seconds east 373.47 feet to the TRUE POINT OF BEGINNING; thence south 19 degrees 10 minutes 30 seconds east 472.33 feet to a point in the center line of the Etowah River; thence along the center line of the Etowah River the following courses and distances: south 36 degrees 04 minutes 15 seconds west 44.28 feet to a point; thence south 32 degrees 51 minutes 35 seconds west 194.83 feet to a point; thence south 33 degrees 32 minutes 05 seconds west 395.12 feet to a point; thence south 43 degrees 17 minutes 55 seconds west 265.83 feet to a point; thence south 68 degrees 41 minutes 00 seconds west 430.51 feet to a point; thence south 80 degrees 11 minutes 05 seconds west 388.92 feet to a point; thence leave the center line of the Etowah River and run along the center line of a creek the following courses and distances: north 23 degrees 06 minutes 25 seconds west 183.45 feet to a point; thence north 00 degrees 34 minutes 05 seconds west 34.62 feet to a point; thence north 17 degrees 04 minutes 10 seconds east 100.75 feet to a point; thence north 78 degrees 30 minutes 10 seconds east 59.58 feet to a point; thence north 88 degrees 11 minutes 25 seconds east 64.60 feet to a point; thence north 08 degrees 30 minutes 05 seconds east 42.61 feet to a point; thence south 81 degrees 43 minutes 00 seconds west 90.43 feet to a point; thence north 64 degrees 51 minutes 25 seconds west 51.67 feet to a point; thence north 89 degrees 02 minutes 25 seconds west 61.43 feet to a point; thence south 28 degrees 13 minutes 25 seconds west 63.46 feet to a point; thence north 53 degrees 32 minutes 25 seconds west 38.12 feet to a point; thence north 16 degrees 21 minutes 20 seconds west 150.27 feet to a point; thence north 07 degrees 08 minutes 40 seconds east 148.39 feet to a point; thence leaving the center line of the creek and running south 83 degrees 10 minutes 45 seconds east 176.24 feet to an iron pin found; thence north 13 degrees 35 minutes 25 seconds east 141.85 feet to an iron pin found; thence north 78 degrees 36 minutes 10 seconds east 360.00 feet to an iron pin found; thence south 40 degrees 01 minutes 20 seconds east 91.87 feet to a point; thence north 48 degrees 52 minutes 05 seconds east 986.52 feet to the TRUE POINT OF BEGINNING.

The foregoing property is described in accordance with a survey by Wakle Land Surveying, Inc., dated October 30, 1997, last revised November 2, 1998.

Canton Mill, LLC

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EXHIBIT D
(STANDARD SIGN CRITERIA)

A. GENERAL REQUIREMENTS

(1) No sign shall be erected, maintained, or permitted to be maintained on the Project, or on the exterior surface of the buildings or any improvements except in conformity with the criteria contained in this exhibit, or with such variance as approved by unanimous vote of all Owners.

(2) There shall be no flashing, rotating, or moving signs or markers of any type.

(3) There shall be no signs painted on the exterior surfaces of any buildings except exterior service door entrance.

(4) Except as provided in (5) below, there shall be no free standing signs without the prior written consent of all Owners. Such consent shall not be unreasonably withheld.

(5) Project identification signs shall be permitted in locations approved by all Owners. Traffic control signs, general directory signs and parking signs are permitted.

(6) There shall be no rooftop signs.

(7) No banners, posters, or other advertising materials shall be affixed to any exterior walls, or on any exterior door, window, or display window.

Rec 12-17-98

ANNE M. RENEAU
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

Filed in 1/17/2007 9:51:00 AM Office Clerk of Superior
Court Cherokee County, GA Deed BK 9342 Page 63 -
65, Patty Baker #1

M 115431
HASTY POPE AND BALL LLP
PO BOX 1818

CANTON, GA 30169

3

After recording return to:

Sam E. Thomas
Sam E. Thomas & Associates
3715 Northside Parkway NW
400 Northcreek, Ste 650
Atlanta, GA 30327-2806

STATE OF Georgia

COUNTY OF Fulton

DEED OF GIFT

THIS INSTRUMENT is made this 27th day of December, in the Year Two Thousand Six (2006), between CANTON MILL II, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor"), and CITY OF CANTON, Georgia, a Political Subdivision of the State of Georgia (hereinafter referred to as "Grantee") (the terms "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context hereof requires or permits, unless otherwise specifically provided herein).

WITNESSETH THAT: Grantor, for and in consideration of its goodwill and charitable generosity for the said Grantee, and other good and valuable consideration, has given, granted and conveyed, and by these presents does hereby give, grant and convey unto Grantee, the following described real property, to-wit:

All those tracts or parcels of land lying and being in Land Lots 167, 193 and 194, of the 14th District, 2nd Section of Cherokee County, Georgia and being more particularly described on Exhibit "A" attached hereto and by this reference, incorporated in and made a part hereof.

TO HAVE AND TO HOLD the above-described tracts or parcels of land, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

THIS CONVEYANCE is made subject to city, state and county ad valorem real property taxes ad assessments not yet due and payable and all zoning ordinances, easements, covenants and restrictions of record affecting said bargained premises.

AND SUBJECT TO the title matters expressly set forth herein, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this Deed on behalf of and as a free act and deed of the Grantor the day and year first above written.

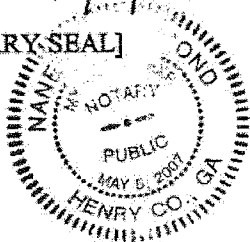
Signed, sealed and delivered
in the presence of:

Ann E. Thomas
Witness
Charlotte Aderhold
Notary Public
My Commission expires:
5/5/2007

Canton Mill II, LLC, a Georgia
limited liability company

By: *Thomas E. Aderhold*
Thomas E. Aderhold, Member/Manager

[NOTARY SEAL]

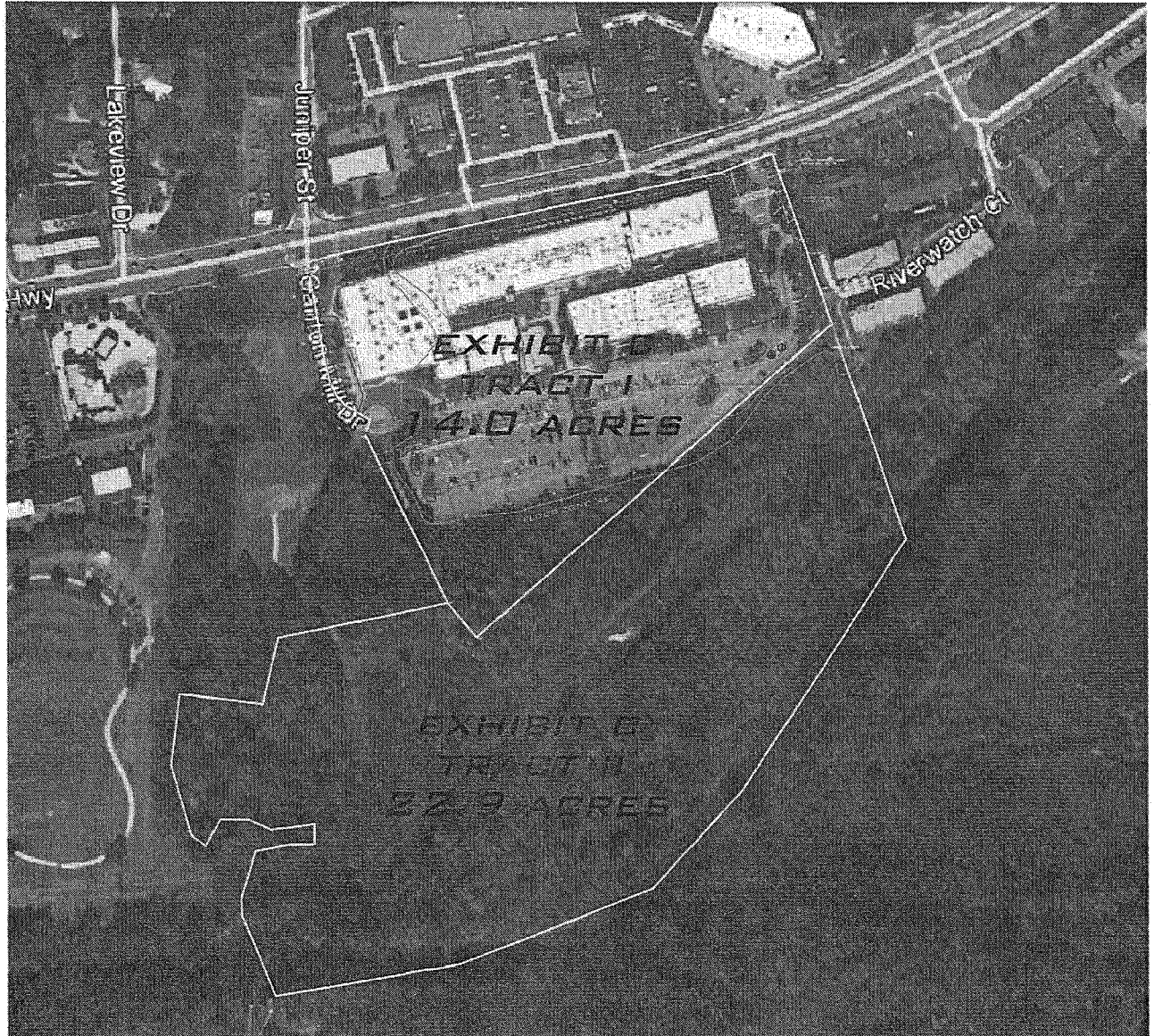


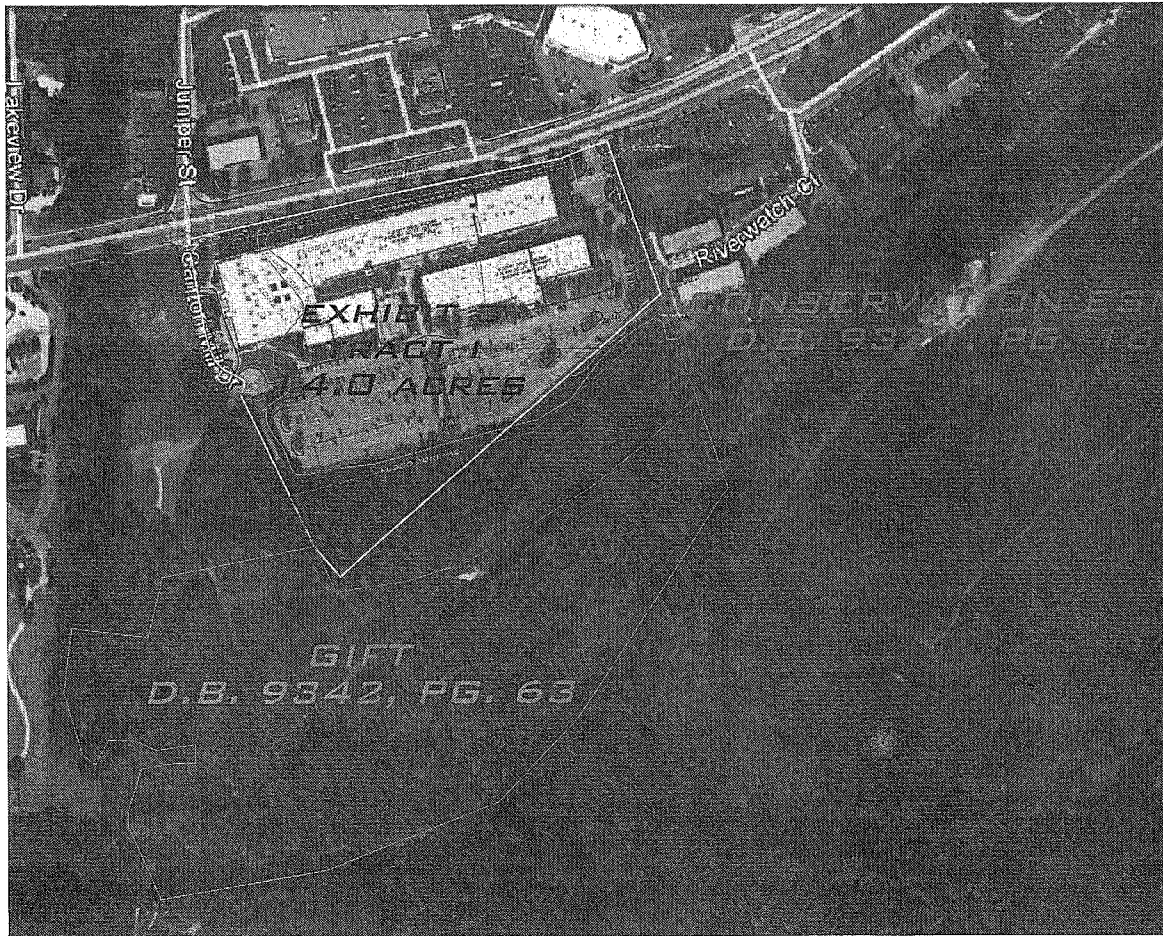
Deed of Gift-Tract 3**Property Description**

ALL THAT TRACT OR PARCEL of land lying and being in the City of Canton in Land Lots 167 and 194 of the 14th District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

COMMENCE at the intersection of the easterly right of way line of South Juniper Street (30 foot right of way) and the southerly right of way line of Georgia Highway #5 (variable right of way); thence running along the southerly right of way line of Georgia Highway #5 the following courses and distances: North 76 degrees 03 minutes 55 seconds East 77.23 feet to a point; thence North 78 degrees 06 minutes 5 seconds East 39.30 feet to a point; thence North 77 degrees 35 minutes 35 seconds East 233.33 feet to a point; thence North 77 degrees 23 minutes 50 seconds East 62.12 feet to a point; thence North 78 degrees 26 minutes 15 seconds East 473.51 feet to a point; thence North 67 degrees 06 minutes 00 seconds East 50.06 feet to a point; thence North 71 degrees 07 minutes 45 seconds East 62.12 feet to an iron pin set; thence leaving the right of way of Georgia Highway #5 and running South 19 degrees 10 minutes 30 seconds East 397.27 feet to a point; thence South 19 degrees 10 seconds 30 minutes East 226.03 feet to the TRUE POINT OF BEGINNING; thence South 19 degrees 10 minutes 30 seconds East 222.51 feet to a point in the center line of the Etowah River; thence along the center line of the Etowah River the following courses and distances: South 36 degrees 04 minutes 15 seconds West 44.28 feet to a point; thence South 32 degrees 51 minutes 35 seconds West 194.83 feet to a point; thence South 33 degrees 32 minutes 05 seconds West 395.12 feet to a point; thence South 43 degrees 17 minutes 55 seconds West 265.83 feet to a point; thence South 68 degrees 41 minutes 00 seconds West 430.51 feet to a point; thence South 80 degrees 11 minutes 05 seconds West 388.92 feet to a point; thence leave the center line of the Etowah River and run along the center line of a creek the following courses and distances: North 23 degrees 06 minutes 25 seconds West 183.45 feet to a point; thence North 00 degrees 34 minutes 05 seconds West 34.62 feet to a point; thence North 17 degrees 04 minutes 10 seconds East 100.75 feet to a point; thence North 78 degrees 30 minutes 10 seconds East 59.58 feet to a point; thence North 88 degrees 11 minutes 25 seconds East 64.60 feet to a point; thence North 00 degrees 30 minutes 05 seconds East 42.61 feet to a point; thence South 81 degrees 43 minutes 00 seconds West 90.43 feet to a point; thence North 64 degrees 51 minutes 25 seconds West 51.67 feet to a point; thence North 89 degrees 02 minutes 25 seconds West 61.43 feet to a point; thence South 28 degrees 13 minutes 25 seconds West 63.46 feet to a point; thence North 53 degrees 32 minutes 25 seconds West 38.12 feet to a point; thence North 16 degrees 21 minutes 20 seconds West 150.27 feet to a point; thence North 07 degrees 08 minutes 40 seconds East 148.39 feet to a point; thence leaving the center line of the creek and running South 83 degrees 10 minutes 45 seconds East 176.24 feet to an iron pin found; thence North 13 degrees 35 minutes 25 seconds East 141.85 feet to an iron pin found; thence North 78 degrees 36 minutes 10 seconds East 360.00 feet to an iron pin found; thence South 24 degrees 26 minutes 20 seconds East 115.31 feet to a point; thence North 81 degrees 41 minutes 20 seconds East a distance of 169.40 feet to a point; thence North 72 degrees 41 minutes 10 seconds East 132.55 feet to a point; thence North 62 degrees 20 minutes 45 seconds East 120.30 feet to a point; thence North 57 degrees 45 minutes 20 seconds East 223.32 feet to a point; thence North 51 degrees 48 minutes 50 seconds East 150.72 feet to a point; thence North 47 degrees 55 minutes 40 seconds East 172.71 feet to the TRUE POINT OF BEGINNING and consisting of 18.79 acres.

The foregoing property is described in accordance with a survey by Wikle Land Surveying, Inc., dated October 30, 1997, revised November 2, 1998, November 30, 2005 and last revised December 26, 2006.





Prepared by and after recording return to:

Nelson Mullins Riley & Scarborough LLP
Attn: Andrew Mullen, Esq.
201 17th Street NW
Suite 1700
Atlanta, Georgia 30363

Cross Reference: Deed Book 3423, Page 229

**TERMINATION OF DECLARATION OF RECIPROCAL EASEMENTS
CANTON MILL, CANTON, GEORGIA**

THIS TERMINATION OF DECLARATION OF RECIPROCAL EASEMENTS CANTON MILL, CANTON, GEORGIA (this "Termination") is made as of the ____ day of April, 2015 (the "Effective Date"), by and between CANTON MILL, LLC, a Georgia limited liability company, CANTON MILL II, LLC, a Georgia limited liability company, and CITY OF CANTON, Georgia, a Political Subdivision of the State of Georgia.

RECITALS:

A. Canton Mill, LLC, as predecessor-in-interest to the parties hereto, made and established that certain Declaration of Reciprocal Easements Canton Mill, Canton, Georgia dated November 30, 1998, filed and recorded in Deed Book 3423, Page 229, Cherokee County real estate records (the "Declaration");

B. Canton Mill, LLC is incorrectly referred to as Canton Mill, L.L.C. in the Declaration;

C. Pursuant to Section 13 of the Declaration, the Declaration may be terminated by the unanimous consent of the owners of all of the real property burdened by the Declaration; and

D. The parties hereto, which collectively own all of the real property burdened by the Declaration, desire to terminate the Declaration as provided for herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERMINATION OF DECLARATION.**

As of the Effective Date, and in accordance with Section 13 of the Declaration, the Declaration is hereby terminated and shall have no further force or effect whatsoever. The parties hereto, including their respective heirs, successors-in-title and assigns, shall have no further liability or responsibility under the Declaration of any nature.

2. **COUNTERPARTS.**

This Termination may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument and Termination.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have made this Termination as of the Effective Date written above.

Signed, sealed and delivered in the presence of:

CANTON MILL, LLC,
a Georgia limited liability company

Witness

By: Aderhold Properties, Inc.
a Georgia corporation,
its Manager

Notary Public

By: _____ (Seal)
Thomas E. Aderhold, President

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

By: A.C.T. INVESTMENTS, INC.
a Georgia corporation,
its Manager

By: _____ (Seal)
Peter Chang, President

[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered in the
presence of:

CANTON MILL II, LLC,
a Georgia limited liability company

Witness

Notary Public

By: _____
Name: _____
Title: _____

My commission expires: _____

[AFFIX NOTARIAL SEAL OR STAMP]

[SIGNATURES CONTINUED ON NEXT PAGE]

Signed, sealed and delivered in the
presence of:

CITY OF CANTON, Georgia
a Political Subdivision of the State of Georgia

Witness

Notary Public

My commission expires:_____

By: _____
Name: _____
Title: _____

[AFFIX NOTARIAL SEAL OR STAMP]

[END OF SIGNATURES]