

eFiled & eRecorded
DATE: 1/18/2022
TIME: 3:07 PM
DEED BOOK: 01842
PAGE: 00176 - 00201
RECORDING FEES: \$25.00
PARTICIPANT ID: 5686114505,0848497841
CLERK: Dena M. Adams
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Kayne Law Group
612 Park St.
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EASEMENT AND RESTRICTION AGREEMENT

THIS EASEMENT AND RESTRICTION AGREEMENT (this "**Agreement**") is executed, delivered and made effective as of this 12 day of November, 2021 (the "**Effective Date**"), by and between **HRH LAND DEVELOPMENT GROUP, LLC**, a Georgia limited liability company ("**HRH**"), and **ALDI INC. (GEORGIA)**, a Georgia corporation ("**Aldi**").

Background Information

A. Aldi and HRH entered into that certain Real Estate Purchase Agreement, dated April 14, 2021 (the "**Purchase Agreement**"). As a result, Aldi and HRH each own certain parcels of real property located adjacent to each other in Cleveland, Georgia, as further shown on the Re-Subdivision Plat of Tract 6 recorded on October 8, 2021, in Book 2021, Page 189, in the Records of the Clerk of White County, Georgia (the "**Plat**"). A copy of a site plan that generally depicts the properties owned by each of the Parties is attached hereto and made a part hereof as **Exhibit A**.

B. Aldi's parcel, containing approximately 2.502 acres, is more particularly described on **Exhibit B**, attached hereto and made a part hereof (the "**Aldi Property**").

C. HRH's parcel, containing approximately 25.06 acres located adjacent to the Aldi Property, is more particularly described on **Exhibit C**, attached hereto and made a part hereof (the "**HRH Property**"; collectively, the Aldi Property and the HRH Property are sometimes referred to as the "**Properties**" and individually sometimes as a "**Property**").

D. In order to provide for, among other things, the coordinated development and operation of the Properties, the Parties have agreed to grant to the other certain easements upon the terms and conditions specifically provided for herein. In addition, the Parties have agreed to subject the HRH Property to certain restrictions on use and development, as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and other good and valuable consideration paid, the Parties do hereby agree as follows:

ARTICLE I Easements

1.01. Ingress/Egress Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), as an easement appurtenant to the Aldi Property, A perpetual, non-exclusive easement from HRH, for the benefit of the Aldi Property, over and across the driveways and walkways on the HRH Property (including but not limited to the "**Critical Access Drives**" depicted on **Exhibit A**, and being Tracks 7 and 13 of the Plat, which HRH shall not alter, relocate, or close without the prior written consent of Aldi), for the purpose of vehicular (including Aldi's delivery tractor trailers) and pedestrian ingress, egress and access between and among the Aldi Property, HRH Property and the public roads, as well as an easement providing Aldi the right of access over the HRH Property to construct and extend the Critical Access Drives and any improvements related thereto (the "**Critical Access Drives Work**"). There shall specifically be no parking easements or rights between the Aldi Property and the HRH Property.

1.02. Utility Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns, as an easement appurtenant to the Aldi Property, a non-exclusive easement over, under and across the HRH Property as may be necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation and removal of utility lines, connections and related improvements (collectively, "**Utility Lines**" and individually, a "**Utility Line**"), together with the right of ingress and egress for the foregoing purposes. Utility Lines include, but are not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. HRH shall have the right at any time to relocate a Utility Line located upon its Property upon 30-days prior written notice to Aldi; provided, however, that such relocation shall not interfere with or diminish the utility service to the Aldi Property; shall not reduce or unreasonably impair the usefulness or function of such Utility Line; shall be performed without cost or expense to Aldi; and shall be completed using materials and design standards which equal or exceed those originally used. Aldi shall install, maintain and replace, at its sole cost and expense and in a good condition, its Utility Lines that are located on the HRH Property (unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility Line). Any maintenance and repair of Utility Lines located on the HRH Property shall be performed in such a manner as to cause as little disturbance in the use of the HRH Property as is practicable under the circumstances. Following Aldi's installation, maintenance or replacement of a Utility Line on the HRH Property, Aldi shall restore the affected portion

of the HRH Property to a condition equal to or better than the condition which existed prior to commencement of such work.

1.03 Water and Sanitary Line Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), a perpetual, non-exclusive easements over and across the HRH Property for the benefit of the Aldi Property for the purposes of extending the sanitary sewer and water lines as shown on page 2 of **Exhibit A**, at a cost shared evenly (50/50) between Aldi and HRH and reimbursed by HRH to Aldi in accordance with a separate Escrow Agreement between the Parties.

1.04 Temporary Construction Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), a non-exclusive temporary construction easement and right-of-way for the benefit of the Aldi Property to the extent needed in accordance with good construction practices, but only during a period of construction on the Aldi Property, on, over, across and through a location or locations reasonably approved by HRH on the HRH Property for the purposes of facilitating construction on the Aldi Property and providing a temporary means of access for construction vehicles to and from the Aldi Property and facilitating construction of such improvements on the Aldi Property. Such construction activities shall be performed in such a manner as to cause as little disturbance in the use of the HRH Property as is practicable under the circumstances. Similarly, construction activities shall be performed on the HRH Property so as to minimize interference with the business activities conducted on the Aldi Property. Further, Aldi (and its successors and assigns) is hereby granted a non-exclusive temporary construction easement and right-of-way on, over, across and through the HRH Property, for the benefit of the Aldi Property, to the extent necessary to perform Seller's Site Obligations (as defined in the Purchase Agreement) in the event that HRH fails to perform Seller's Site Obligations pursuant to the terms and conditions of the Purchase Agreement.

1.05. Sign Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns, a perpetual, exclusive easement for the benefit of the Aldi Property for the purposes of installing, using, maintaining, repairing and replacing Aldi's prototypical 2-sided, graphic sign panel, in the positions and as otherwise generally depicted on **Exhibit E** attached hereto, on the common pylon sign for the benefit of the Properties in the location generally depicted on **Exhibit A** (the "**Common Sign**"). Further, HRH agrees to provide to Aldi on any future or replacement signage for the Properties the easement to install Aldi's signage in a position of no less prominence than where positioned on the Common Sign.

1.06. Encroachment Easement to Aldi. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), a

perpetual easement for the benefit of the Aldi Property, for the purpose of permitting any encroachment from the Aldi Property onto the immediately adjacent portions of the HRH Property of the foundation and the canopy of any building that Aldi constructs on the Aldi Property.

1.07. Detention Facilities Easement. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), perpetual, non-exclusive easements over and across portions of the HRH Property, generally depicted on Exhibit A as the "**Detention Facilities**" for the benefit of the Aldi Property for the purposes of using, maintaining, repairing and replacing storm water pipes, connections and related improvements and facilities connecting the Aldi Property to storm drainage pipes and a detention/retention pond located on the HRH Property (the "**Detention Pond**"), together with the right of inflow into and outflow out of such Detention Facilities and Detention Pond. The width of the easement for the Detention Facilities extends five (5) feet on either side of any detention pipes located within the Detention Facilities, and extends ten (10) feet on either side of the bottom of the detention ditch shown on Exhibit A. The Detention Pond, together with the Detention Facilities, are hereby collectively referred to as the "**Detention Improvements**". HRH shall have the right at any time to relocate the Detention Improvements located upon its Property upon 30-days prior written notice to Aldi; provided, however, that such relocation shall not interfere with or diminish the detention and storm water service to the Aldi Property; shall not reduce or unreasonably impair the usefulness or function of such Detention Improvements; shall be performed without cost or expense to Aldi; and shall be completed using materials and design standards which equal or exceed those originally used.

1.08 Detention Facilities Construction Easement. Subject to the terms and conditions set forth in this Agreement, HRH hereby grants and conveys to Aldi and its successors and assigns (including without limitation Aldi's employees, agents and customers), a perpetual, non-exclusive easement over and across a certain portion of the HRH Property for the benefit of the Aldi Property for the purposes of Aldi constructing and installing (at Aldi's sole cost and expense), using, maintaining, repairing and replacing the Detention Facilities.

ARTICLE II Restrictions

2.01. Use Restrictions on the HRH Property. HRH, for itself, its successors and assigns, hereby declares and imposes on the HRH Property, for the benefit of the Aldi Property, the restrictions on use set forth on Exhibit D, attached hereto and made a part hereof.

ARTICLE III Maintenance Obligations



3.01. Construction, Maintenance and Repair of the Properties. Subject to the provisions hereinafter set forth:

(a) Subject to Section 3.01(c) below, HRH shall, at its sole cost, maintain or cause to be maintained the HRH Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the HRH Property remains undeveloped, HRH shall also, at its sole cost, keep the HRH Property seeded and mowed and in a slightly condition.

(b) Subject to Section 3.01(c) below, Aldi shall, at its sole cost, maintain or cause to be maintained the Aldi Property and shall construct and maintain all of the improvements thereon, at all times, in a good and safe condition and state of repair. Further, while any portion of the Aldi Property remains undeveloped, Aldi shall also, at its sole cost, keep the Aldi Property seeded and mowed and in a slightly condition.

(c) HRH shall be responsible for the future maintenance, repair and/or replacement of all portions of the Critical Access Drives ("**Critical Access Drive Maintenance**"), and such costs shall be shared by all owners of parcels within the Aldi Property and the HRH Properties, pro-rata, based on the relative square footage of each such parcel to the total. HRH shall be responsible for the maintenance, operation, repair and/or replacement of the Common Sign ("**Common Sign Maintenance**"); provided, however, such expenses shall be shared by those persons or businesses listed thereon, pro-rata, based on the relative square footage of such parties' respective sign panels; provided, further, that individual sign panels shall be maintained and operated by the user thereof, at its sole cost and expense. HRH shall be responsible for the future maintenance, repair and/or replacement of all portions of the Detention Improvements located on the HRH Properties ("**Detention Improvements Maintenance**", which, together with Critical Access Drive Maintenance and Common Sign Maintenance, are referred to as the "**HRH Maintenance Obligations**") and such costs shall be shared by all owners of parcels service by or connected to the Detention Improvements, pro-rata, based on the relative acreage of each such parcel to the total acreage utilizing the Detention Improvements. If HRH fails to perform any such HRH Maintenance Obligations within 30 days after Aldi provides written notice to HRH of the need for same (or if such failure is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure, so long as HRH has undertaken procedures to so cure within such 30-day period and diligently pursues such efforts to cure to completion), or in the case of an emergency as provided below stated, then Aldi may perform the repairs or maintenance and charge the cost thereof to HRH. In the event of an emergency (i.e., a condition presenting an imminent threat of harm to persons or property), Aldi shall have the right to undertake immediate repairs to the Critical Access Drive, Common Sign, and/or the Detention Improvements of such a nature as would normally be HRH's responsibility and shall give HRH such notice, if any, of the need for such repairs as is practicable under the circumstances. If no advance notice is practicable under the circumstances, Aldi shall notify HRH promptly after such repairs have been undertaken.

(d) A Party shall pay any reimbursement or payment obligation due under this Agreement within 30 days after receiving from the applicable Party an invoice therefor, together with supporting invoices and other materials (reasonably satisfactory to the Party obligated to pay/reimburse) setting forth the actual and commercially reasonable costs for which the Party obligated to pay/reimburse is liable under this Agreement.

ARTICLE IV
Insurance; Indemnification

4.01. Insurance. Each Party shall, at its own expense, obtain, carry and keep in force commercial general liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Party is responsible to the other under this Agreement or by law, with financially responsible insurers authorized to transact insurance business in the State of Georgia, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include all of the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement. Such insurance may be written by additional premises endorsement on any master policy of insurance which may cover other property in addition to the Properties which form the subject of this Agreement; provided that the insurer shall provide a schedule to each Party showing that the coverage provided by such policy shall (a) meet the requirements of this Agreement; (b) not be reduced by any claims made with respect to other properties; and (c) be in such amount as will preclude the insureds from being held to be co-insurers. The policies shall name Aldi and HRH as additional insureds (as their interests may appear) and shall provide that they may not be canceled without 30 days' prior written notice to both insureds. Upon request, each Party shall provide to the other a certificate of insurance evidencing such coverage. Notwithstanding the foregoing provisions hereof to the contrary, Aldi shall have the right to self-insure so long as the tangible net worth of Aldi or the entity which owns a controlling interest of Aldi exceeds \$100,000,000, and the self-insuring party is consistently able to meet its financial obligations as they mature.

4.02. Indemnification.

(a) By HRH. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of Aldi or of Aldi's agents, employees, servants, contractors and licensees, HRH shall indemnify Aldi and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of HRH or of HRH's agents, employees, servants, contractors or licensees arising out of HRH's use and occupancy of the HRH Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Aldi in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

(b) By Aldi. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of HRH or of HRH's agents, employees, servants, contractors and licensees, Aldi shall indemnify HRH and save it harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Aldi or of Aldi's agents, employees, servants, contractors or licensees arising out of Aldi's use and occupancy of the Aldi Property, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by HRH in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

4.03. Lien Removal. If, as a result of either Party's (the "**Contracting Party's**") exercise of any of the rights granted to it in this Agreement to enter onto and/or perform work upon the other Party's Property, a lien is filed by any contractor, subcontractor, laborer or materialman, then the Contracting Party shall discharge, bond or otherwise remove each such lien within 30 days following written notice from the other Party. If the Contracting Party fails to so discharge, bond or otherwise remove any such lien within such period of time, the other Party may do so and the Contracting Party shall reimburse the other Party upon demand therefor for the reasonable cost thereof, including, without limitation, reasonable attorney fees incurred in discharging such lien, and Interest (as defined in Section 6.02(a) below).

ARTICLE V Damage and Destruction

5.01. The Aldi Improvements. In the event the improvements on the Aldi Property (the "**Aldi Improvements**") are either destroyed or damaged by fire, flood, earthquake, or other casualty, Aldi shall have no obligation, under this Agreement, to repair, rebuild or restore the Aldi Improvements. However, if Aldi elects to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with HRH's use of its Property and the rights granted to it under this Agreement. If Aldi elects not to repair, rebuild or restore the Aldi Improvements after any such damage or destruction, Aldi shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to HRH pursuant to Article I hereof shall continue in full force and effect.

5.02. The HRH Improvements. In the event the improvements on the HRH Property (the "**HRH Improvements**") are either damaged or destroyed by fire, flood, earthquake, or other casualty, HRH shall have no obligation, under this Agreement, to repair, rebuild or restore the HRH Improvements. However, if HRH elects to repair, rebuild or restore the HRH Improvements after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Aldi's use of its Property and the rights granted to it under this Agreement. If HRH elects not to repair, rebuild or restore the HRH Improvements

after any such damage or destruction, HRH shall raze the damaged improvements and either pave or seed and maintain such area and the easements granted to Aldi pursuant to Article I hereof shall continue in full force and effect.

ARTICLE VI
Defaults and Remedies

6.01. Defaults. If any Party (the "**defaulting Party**") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of 30 days after the other Party (the "**non-defaulting Party**") has given to the defaulting Party written notice thereof, then the defaulting Party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the defaulting Party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this Section 6.01, then the non-defaulting Party shall have all of the rights and remedies afforded to it by law and also all of the rights and remedies set forth in Section 6.02 hereof (whether or not they are expressly provided by statute or recognized by judicial precedent), any one or more of which may be exercised and enforced independently or concurrently at any time that such default remains uncured, without waiving any of the non-defaulting Party's other rights and remedies, and all of which shall, to the extent applicable, survive the termination of any right granted in this Agreement.

6.02. Remedies.

(a) Cure. Following the expiration of the applicable cure period, the non-defaulting Party may, at its election, cure any default of the defaulting Party under this Agreement; and if the non-defaulting Party should do so, then it shall be entitled to be reimbursed for all reasonable and documented costs and expenses expended by it in connection therewith, together with interest ("**Interest**") thereon at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. Such costs, expenses and Interest shall be payable upon demand and presentation of such documentation. Any provision of this Agreement to the contrary notwithstanding, all sums due from a Party under the provisions of Article VI of this Agreement shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time encumbering the Property of the defaulting Party, and to the rights of the holder or holders of any indebtedness secured by the same.

(b) Civil Actions. Following the expiration of the applicable cure period, the non-defaulting Party may bring an action against the defaulting Party for the specific performance of any obligation undertaken by the defaulting Party in this Agreement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction

for White County, Georgia or such other jurisdiction as may be agreed to between the Parties, in order to enforce the rights and remedies available to the non-defaulting Party.

6.03. Obstruction Events. Notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the Aldi Property is obstructed due to an obstruction on the HRH Property (including, but not limited to, the Critical Access Drive) or an activity of an HRH Permittee (each such event, a "**HRH Obstruction Default**"), Aldi may notify HRH by any means reasonable under the circumstances, including via facsimile or telephone, of the HRH Obstruction Default and demand that the HRH Obstruction Default be remedied. If, after 24 hours after such notice has been provided, HRH has not (i) remedied the HRH Obstruction Default or (ii) commenced to remedy the HRH Obstruction Default and thereafter remedied such HRH Obstruction Default within 24 hours, Aldi shall have the right (but not the obligation) to remedy the HRH Obstruction Default (including the right to enter upon the HRH Property) and shall be reimbursed by HRH for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above. Further and notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to the HRH Property is completely obstructed due to an obstruction on the Aldi Property or an activity of an Aldi Permittee (each such event, an "**Aldi Obstruction Default**"), HRH may notify Aldi by any means reasonable under the circumstances, including via facsimile or telephone, of the Aldi Obstruction Default and demand that the Aldi Obstruction Default be remedied. If, after 24 hours after such notice has been provided, Aldi has not remedied the Aldi Obstruction Default or commenced to remedy the Aldi Obstruction Default and thereafter remedies such Aldi Obstruction Default within 24 hours, HRH shall have the right (but not the obligation) to remedy the Aldi Obstruction Default (including the right to enter upon the Aldi Property) and shall be reimbursed by Aldi for the reasonable costs for such remedy in accordance with the provisions of Section 6.02(a) above.

ARTICLE VII
Notices; Notice of Transfer

7.01. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be deemed effective upon delivery (or refusal of delivery) when transmitted by one of the following methods to such Party at the address set forth at the end of this Section 7.01: (a) via a nationally recognized overnight delivery service (such as FedEx or UPS); (b) by facsimile, provided, however, that if any notice is given by facsimile, a copy shall also be sent on the same day for next day delivery by overnight delivery service as provided in the preceding clause (a); or (c) by certified mail, postage prepaid, return receipt requested. Either Party may change its address for notice by giving written notice thereof to the other Party at least ten (10) business days prior to the effective date of such change of address. The address of each Party for notice initially is as follows:

- (a) If intended for HRH, to:

HRH Land Development Group, LLC

c/o James Hatcher
1605 Helen Highway
Cleveland, GA 30528
Fax #: _____
Email: jadiehatcher@gmail.com

(b) If intended for Aldi, to:

Aldi Inc. (Georgia)
Attn: Al Keeler, Director of Real Estate
1597 Dry Pond Drive
Jefferson, GA 30549
Fax #: (706) 387-7701
Email: Al.Keeler@aldi.us

With a copy to:

Kayne Law Group, Co., P.A.
Attn: Bradley Walent
612 Park Street, Suite 100
Columbus, Ohio 43215
Fax #: (614) 559-6768
Email: Brad.Walent@kaynelaw.com

7.02. Notice of Conveyance. If a Party (a "**Conveying Party**") should convey its fee interest in and to its Property (or any portion thereof) to another Person, it shall promptly notify the other Party of such conveyance in the manner provided in Section 7.01 hereof. Such notice shall contain the name of the grantee and the address of such grantee for purposes of receiving notices hereunder. Unless and until a Conveying Party notifies the other of a conveyance of its fee interest in and to its Property as provided for herein, notices addressed to the Conveying Party as provided for in Section 7.01 shall continue to be effective, but the other Party may also send notices that shall be deemed effective hereunder to such grantee at the tax mailing address listed for such grantee on the books of the County Assessor of Property, until such time as the grantee has notified the other Party of a different notice address in the manner provided in Section 7.01 hereof.

ARTICLE VIII Miscellaneous Provisions

8.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

8.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Properties are situated. For all litigation, disputes and controversies which may arise out of or in connection with this

Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the state in which the Properties are situated. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other party(s), in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

8.03. Restoration. If, as a result of the exercise of any easement rights created under this Agreement, a Party shall damage or disturb the improvements of another Party, the Party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Property of such other Party to, as nearly as possible, the condition existing prior to such damage or disturbance.

8.04. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

8.05. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

8.06. Severability. If any provision of this Agreement or the application of any provision to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

8.07. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

8.08. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Properties, the Parties (and their successors and assigns) and the Permittees of the Parties and not for the benefit of any other Persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other Persons.

8.09. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

8.10. Reasonableness of Consent or Approval/Further Actions. Whenever a Party is entitled to exercise some right under this Agreement, only with the prior consent or approval of another Party, such consent or approval shall not be unreasonably withheld or delayed. If a Party is required to obtain the written consent or approval of another Party to effectuate a plat, subdivision or lot split of such Party's property, the other Party shall not unreasonably withhold, condition or delay such written consent or approval.

8.11. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall (subject to the provisions of Section 8.14 hereof) be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. If a Property is subdivided and sold, any obligation or expense attributed to a subdivided parcel shall be deemed an expense of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, easement or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

8.12. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Properties.

8.13. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the Aldi Property or the HRH Property to the general public or for any public purpose; provided that the Parties shall have the right to extend the benefit of any of the easements granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of Utility Lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

8.14. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest (or any portion thereof) in and ownership of such Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have

accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

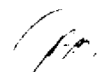
8.15. Definition of Certain Terms. As used in this Agreement, the term "**Person**" means a corporation, association, partnership, limited liability company, trust, estate, governmental agency or other entity, as well as an individual or natural person, unless the context otherwise requires, the term "**Permittee**" means the respective employees, agents, customers, contractors, licensees, guests and invitees of Aldi and HRH, and the term "**Party**" means Aldi or HRH individually (or "**Parties**" shall mean Aldi and HRH collectively) and their respective successors and assigns. The term "business day" when used herein shall mean a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in the State of Georgia are authorized by law to be closed.

8.16. Index of Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein:

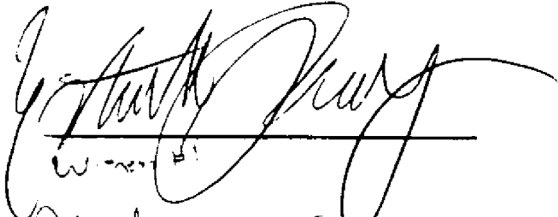
- Exhibit A – Site Plan
- Exhibit B – Aldi Property Legal Description
- Exhibit C – HRH Property Legal Description
- Exhibit D – Use Restrictions
- Exhibit E – Common Sign

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Signature and Acknowledgment Pages Follow



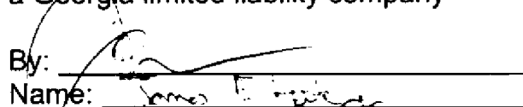
EASEMENT AND RESTRICTION AGREEMENT
(HRH Signature and Acknowledgment)



Stephanie Carva
Witness #2

HRH:

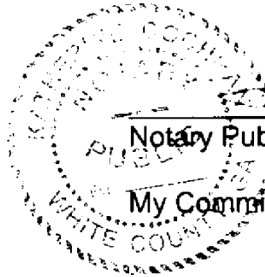

HRH LAND DEVELOPMENT GROUP, LLC,
a Georgia limited liability company

By: 
Name: James E. Jones
Its: Member
Date: 11/11/21

STATE OF GA)
COUNTY OF White }

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 11th day of November, 2021, by James E. Jones Member of HRH LAND DEVELOPMENT GROUP, LLC, a Georgia limited liability company, on behalf of said limited liability company.



Notary Public for _____
My Commission expires: 2/28/25



EASEMENT AND RESTRICTION AGREEMENT
(Aldi Signature and Acknowledgment Page)

ALDI:

ALDI INC. (GEORGIA),
a Georgia corporation

By: *Shaun O'Keefe*
Shaun O'Keefe,
Divisional Vice President

Date Signed: 11/8/21

Witnesses

[Signature]

[Signature]

STATE OF GEORGIA)
)
COUNTY OF Jackson)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 8 day of November, 2021, by Shaun O'Keefe, Vice President of Aldi Inc. (Georgia), a Georgia corporation, on behalf of said corporation.

Kristin Roney
Notary Public for Jackson County

My Commission expires: May 16, 2025



LENDER CONSENT TO EASEMENT AND RESTRICTION AGREEMENT

The Donald Thurmond Family Partnership, L.P., a Georgia partnership, and Jessie Mae Thurmond (collectively hereinafter referred to as the "Lender"), is the holder and owner of the indebtedness from HRH (as defined in this Agreement), secured by that certain Deed to Secure Debt from HRH Land Development Group, LLC to The Donald Thurmond Family Partnership, L.P. and Jessie Mae Thurmond, dated December 3, 2010 and recorded December 3, 2010, in Deed Book 1382, Page 184, White County Georgia records (together, with all other loan documents and security, the "Mortgage"). For and in consideration of the terms set forth in the foregoing Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby consent to the terms of this Agreement and subordinates the lien of the Mortgage to the easements, rights and restrictions herein created. This Lender consent shall be binding upon and inure to the benefit of the heirs, personal and legal representatives, successors and assigns of the Parties to the Agreement.

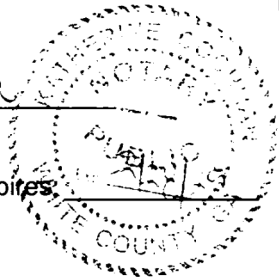
Signed, sealed and delivered
this 11 day of November, 2021
in the presence of:

[Signature]
Unofficial Witness

The Donald Thurmond Family Partnership, L.P.,
a Georgia partnership

By: [Signature]
Name: Frances Hatcher
Its: General Partner

[Signature]
Notary Public
(notarial seal)
My commission expires: [Date]

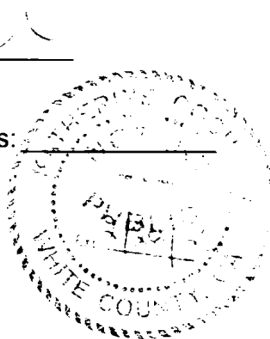


(SEAL)

Signed, sealed and delivered
this 11 day of November, 2021
in the presence of:

[Signature]
Unofficial Witness

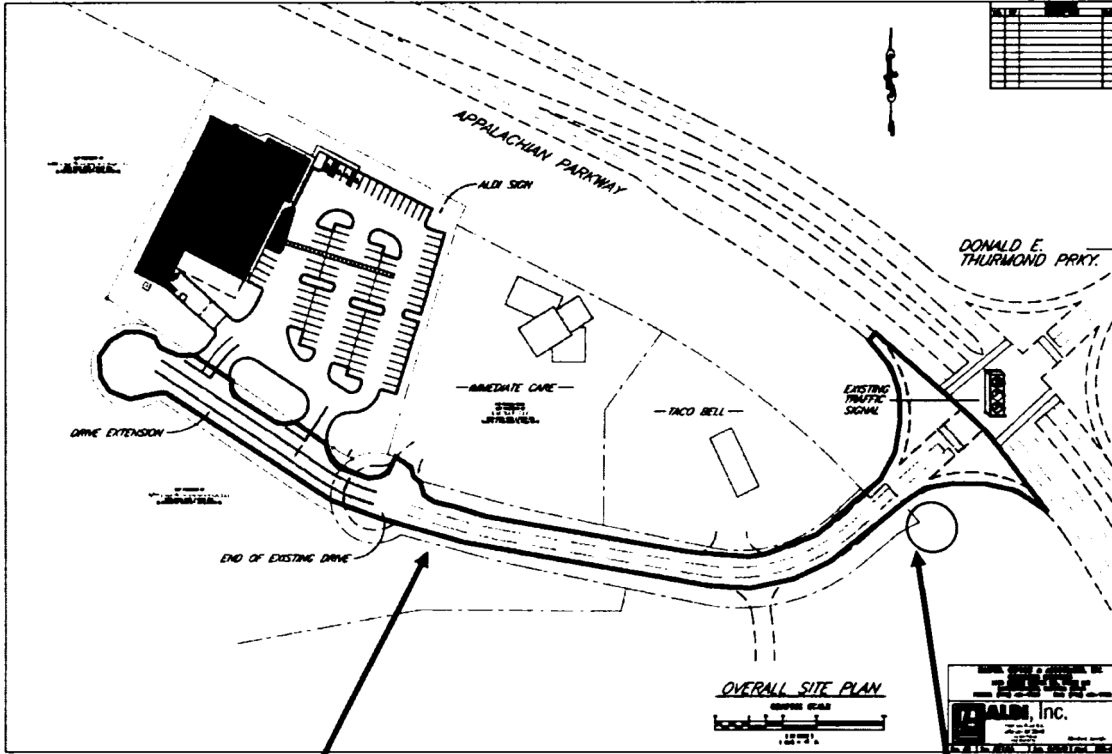
[Signature]
Notary Public
(notarial seal)
My commission expires: [Date]



Estate of Jessie Mae Thurmond
[Signature]
Frances Hatcher, co executor
[Signature]
Edward L. Hatcher, co-executor

[Handwritten mark]

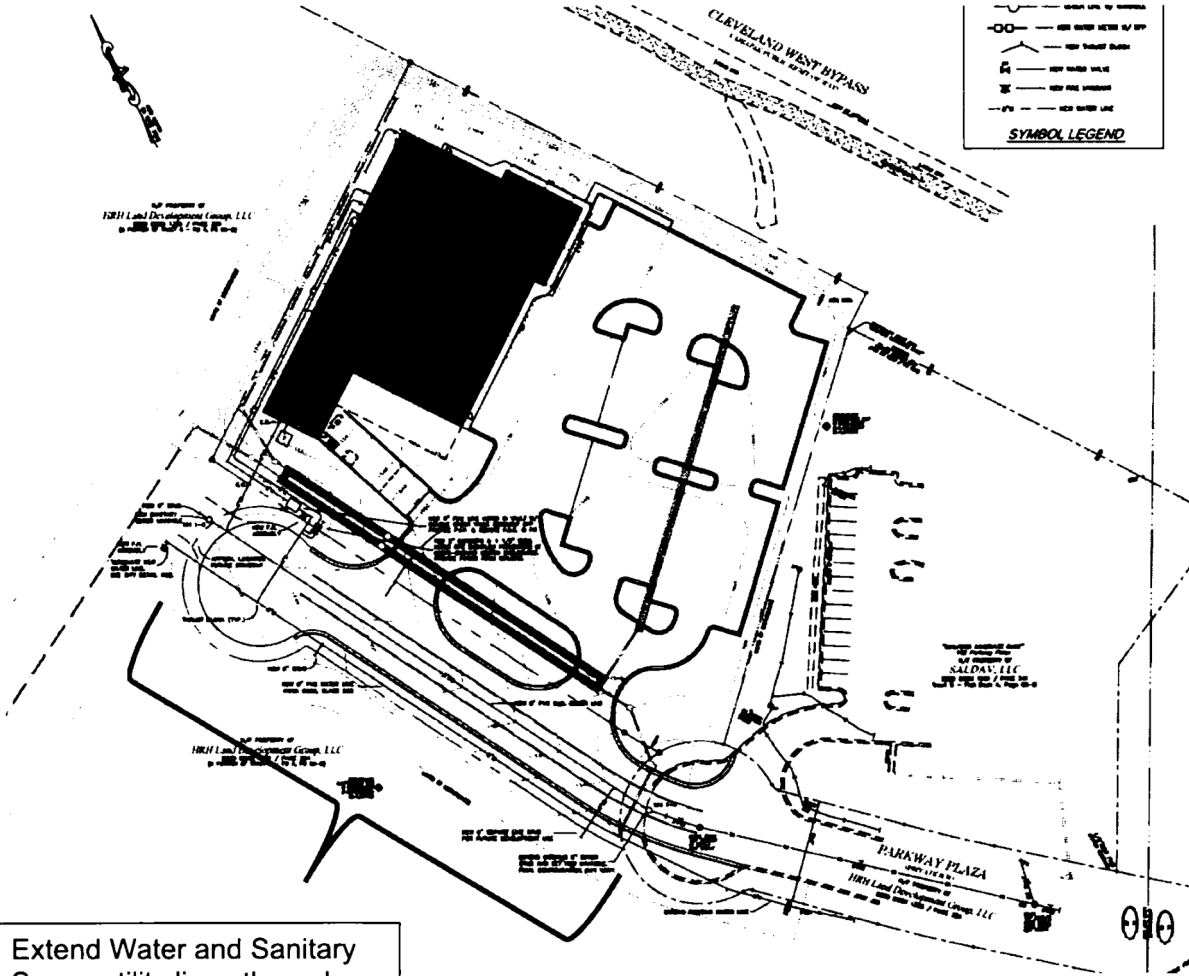
EXHIBIT A
SITE PLAN
[Page 1 of 4]



“Critical Access Drives”

“Common Sign”
Location

EXHIBIT A
SITE PLAN
[Page 2 of 4]



Extend Water and Sanitary
Sewer utility lines through
this portion of the HRH
Property

EXHIBIT A
SITE PLAN
[Page 3 of 4]

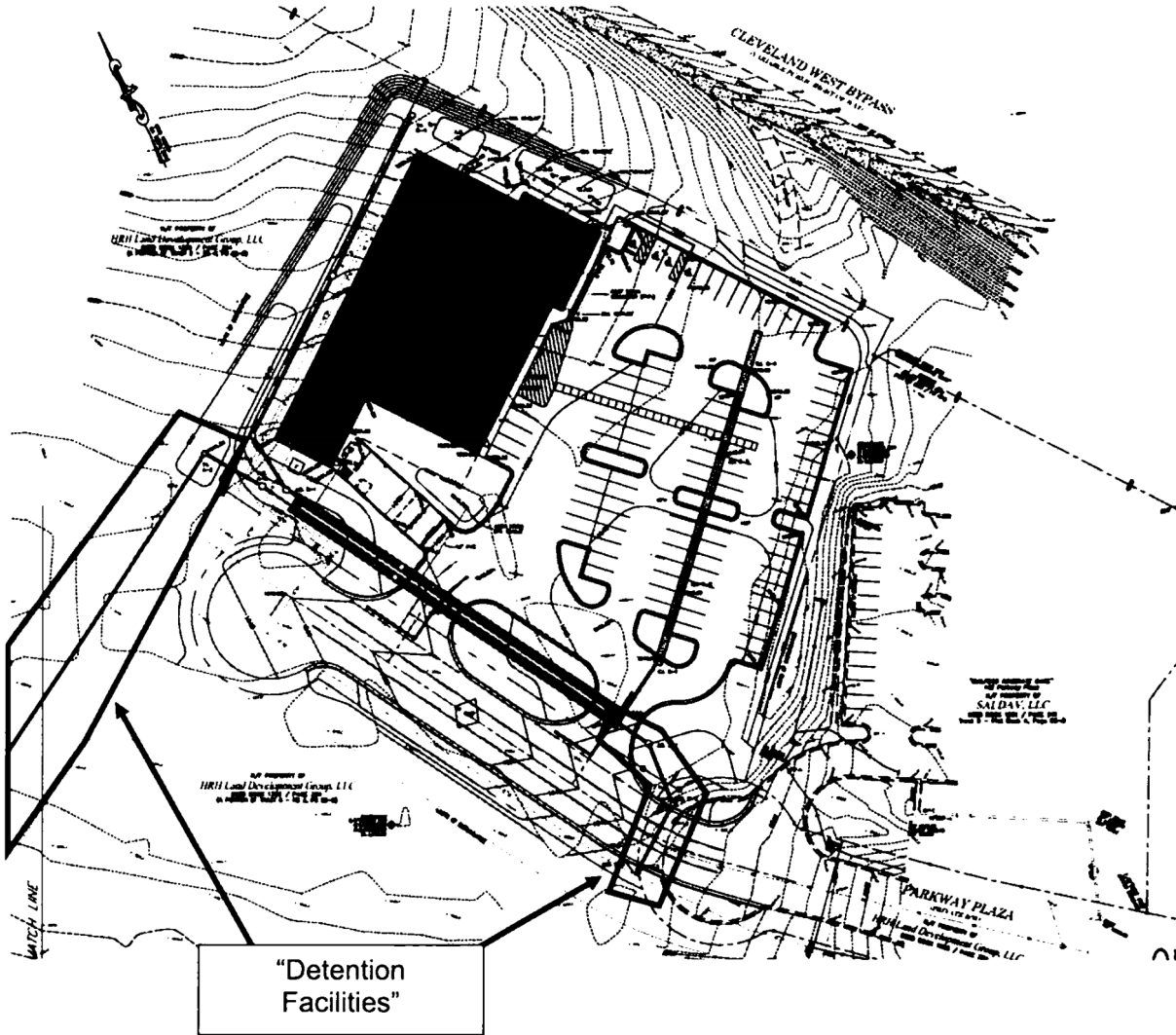


EXHIBIT A
SITE PLAN
[Page 4 of 4]

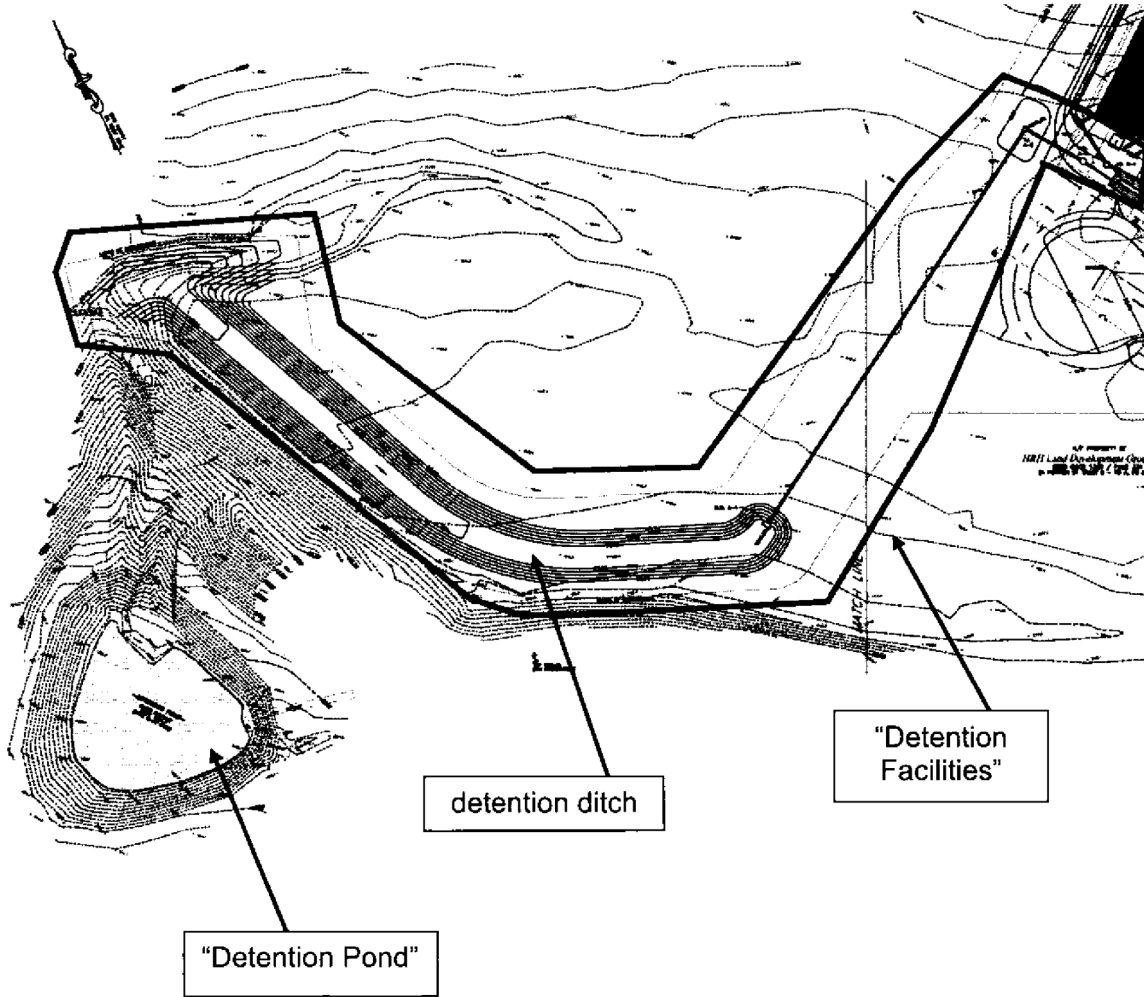


EXHIBIT B
Aldi Property Legal Description

ALDI – Cleveland, Georgia
(Revised 9-30-2021)

All that tract or parcel of land lying and being in Land Lot 33 of the 2nd District, White County, City of Cleveland, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found located on the northeasterly right-of-way line of Cleveland West Bypass (variable public limited access right-of-way) at the northwestern most corner of Tract 5 as shown on a plat for HRH Land Development Group, LLC, prepared by Surveyors of Northeast Georgia, recorded in the Plat Book A, at Page 85-B of White County, Georgia records; said concrete monument found having Georgia State Plane coordinates North: 1,666,205.13 and East: 2,417,256.80 (West Zone); Thence departing said right-of-way South 16 degrees 56 minutes 32 seconds West, a distance of 281.27 feet to a 1/2-inch rebar found with cap (Worsham #3073) located on the northerly private right-of-way of Parkway Plaza (variable width); Thence continuing with said northerly private right-of-way along a curve to the left having an arc length of 43.37 feet, with a radius of 52.50 feet, being subtended by a chord bearing of South 83 degrees 16 minutes 41 seconds West, for a distance of 42.15 feet to a 1/2-inch rebar found with cap (Worsham #3073); Thence along a curve to the right having an arc length of 26.30 feet, with a radius of 200.00 feet, being subtended by a chord bearing of North 60 degrees 18 minutes 34 seconds West, for a distance of 26.28 feet to a 1/2-inch rebar found with cap (Worsham #3073); Thence North 56 degrees 32 minutes 30 seconds West, a distance of 250.95 feet to a 1/2-inch rebar found with cap (Worsham #3073); Thence North 56 degrees 32 minutes 30 seconds West, a distance of 70.11 feet to a 1/2-inch rebar found with cap (Worsham #3073); Thence North 26 degrees 51 minutes 54 seconds East, a distance of 287.22 feet to a 1/2-inch rebar found with cap (Worsham #3073) on the northeasterly right-of-way line of said Cleveland West Bypass; Thence continuing with said right-of-way South 63 degrees 08 minutes 06 seconds East, a distance of 331.83 feet to a concrete monument found; Thence South 26 degrees 51 minutes 59 seconds West, a distance of 25.00 feet to a concrete monument found, which is the **POINT OF BEGINNING**.

Said tract or parcel of land contains 2.502 Acres and being the same as Tract 12 within the Plat recorded on October 8, 2021, in Book 2021, Page 189, in the Records of the Clerk of White County, Georgia.

EXHIBIT C
HRH Property Legal Description

Tract 6, 7 and 14 of the within the Re-Subdivision of Tract 6 recorded on October 8, 2021, in Book 2021, Page 189, in the Records of the Clerk of White County, Georgia.



EXHIBIT D
Use Restrictions

HRH, for itself, its successors and/or assigns, covenants and agrees that it will not lease, rent, sell or otherwise permit to be owned, controlled, leased or occupied, any portion of the HRH Property or otherwise permit any portion of the HRH Property for any of the uses set forth below:

- (a) a Retail Grocery Store. The term "**Retail Grocery Store**" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 1,500 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption. Notwithstanding the foregoing, a Kroger and/or Publix grocery store shall be excluded from this prohibition;
- (b) a business selling alcoholic beverages for on-premises consumption except for a restaurant with sit down table service as its primary operation in which the sale of alcoholic beverages does not exceed 50% of its gross sales;
- (c) any establishment which stocks, displays, sells, rents, or offers for sale or rent any merchandise or material commonly used or intended for the use with or in consumption of any narcotic, dangerous drug, or other controlled substance (provided that the foregoing is not intended and shall not be construed to prohibit a drug store); any store or operation where the sale of cannabis (including marijuana) or cannabis derivatives and related products exceeds 50% of such store or operation's gross sales;
- (d) adult book store, an establishment selling or exhibiting pornographic materials (provided that this restriction shall not prohibit sales by national book retailers such as Barnes and Noble) or any form of adult entertainment or an operation whose principal use is an exotic dancing and/or massage parlor (provided this restriction shall not prohibit massages in connection with a beauty salon, health club or athletic facility, or a national massage chain such as Massage Envy);
- (e) a pool or billiard hall; arcade;
- (f) night club or dance club;
- (g) movie theater or cinema;
- (h) gym or health club greater than 5,000 square feet;



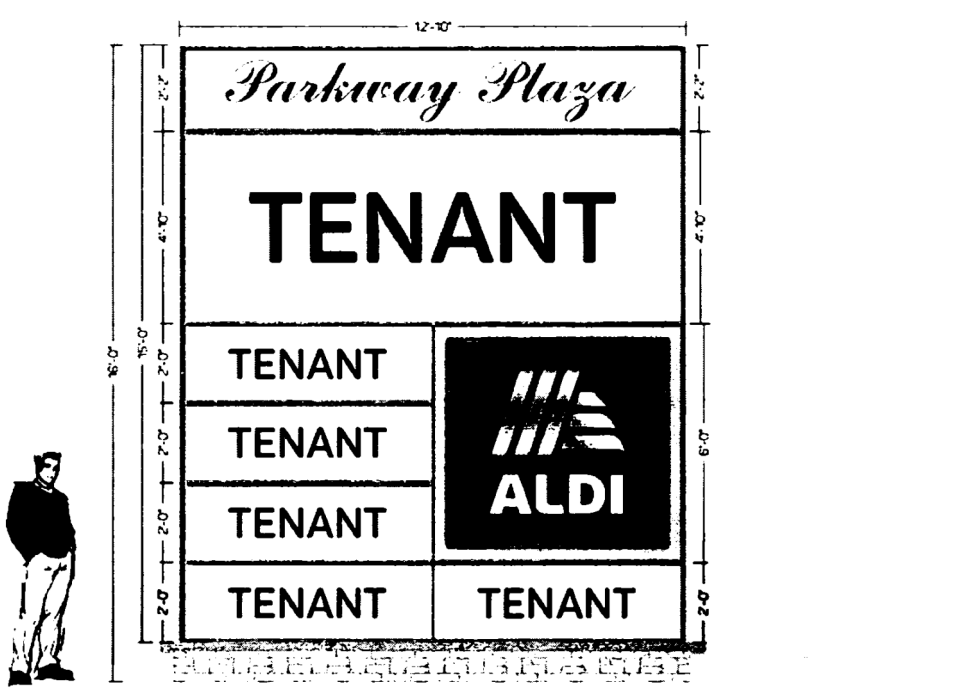
- (i) school or learning center having more than thirty students at any one time,
- (j) children's play or party center; trampoline center; laser tag operation; skating rink; bowling alley; race track; go-karting track;
- (k) telemarketing; polling and surveying center; office use (other than office uses within and ancillary to a permitted retail use);
- (l) an abortion clinic; Planned Parenthood;
- (m) a pet store; except, however, a national pet store (e.g., Petsmart or Petco) shall be permitted if the location of such use is not adjacent to the Premises;
- (n) an auto repair shop (provided, however, a retail auto supply store that does not perform repairs shall be permitted); the sale of used automobiles;
- (o) a mobile home park; trailer court (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance); mobile home sales; living quarters; hotel; apartment building;
- (p) off-track betting establishment, bingo parlor or any gambling use (other than the ancillary operations of state sponsored lottery);
- (q) a use or operation which would emit or produce noxious or harmful, fumes, contaminants, gases, excessive dust, dirt or loud noises
- (r) dry cleaner/laundry operation performing cleaning on-site, except for environmentally safe cleaning;
- (s) a public or private nuisance
- (t) an assembly, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation;
- (u) a junk yard, stock yard, animal raising operation, a dump or disposal or any operation for the incineration or reduction of garbage or refuse;
- (v) a gun/firearms shop or gun/firearms range;
- (w) a pawn shop, tattoo parlor or flea market;
- (x) a thrift store, consignment shop or "re-sell" shop, a "Good Will" or "Salvation Army" type store, or any "drop box" or similar collection facility for donated goods;
- (y) a store dedicated to the sale of tobacco products;

- (z) a mortuary or funeral home;
- (aa) a church or other place of worship; banquet hall; auditorium or meeting hall;
- (bb) the outdoor display, sale or storage of merchandise (Christmas trees, pumpkins, produce, flowers, art work, fireworks, novelties, clothing, etc.); and/or
- (cc) carnival, amusement park, car show, festival, political event/rally, circus or other similar public event.



EXHIBIT E
Common Sign

1




MONUMENT SIGN
 SCALE 3/8" = 1'-0"

APPROVAL BOX - PLEASE INITIAL

CUSTOMER APPROVAL

NOTE: All signs must be approved by the appropriate authority before installation. All signs must be installed within the specified dimensions and be verified before installation.

Customer ALDI	Date 9/10/21	Prepared By CM/CD/TJ	Project Name 288176 - R2 - CLEVELAND, GA	Address CLEVELAND, GA	 DIST. BY: BEA-UP COMPANY 100 W. BOSTON ST. #100 PO BOX 210 ANDERSON, SC 29625 TEL: 803-443-8888 www.personasigns.com
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