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Dena Adams, C.S.C.
White County, GA



Return To:
REGINALD A. HUDSPETH, LLC
6340 Sugarloaf Pkwy, Suite 150
Duluth, Georgia 30097
(770) 925-1400

5-0491C

Please Return to:

Fidelity National Title Group
5565 Glenridge Connector
Suite 300
Atlanta, Georgia 30342
Attention: Erika L. Peeke

Cross Reference to:

Deed Book 1306, Page 334,
White County, Georgia records

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (this "Declaration") is made this 1 day of October, 2015 (the "Effective Date") by HRH LAND DEVELOPMENT GROUP, LLC, a Georgia limited liability company ("Declarant").

RECITALS

Declarant is the owner of certain real property located in White County, Georgia, containing approximately 50.64 acres, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Entire Property");

Declarant has agreed to sell to AMF REALTY COMPANY, LLC, a Georgia limited liability company ("AMF"), and AMF has agreed to purchase from Declarant, a portion of the Entire Property, which portion consists of approximately 1.14 acres, as more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "AMF Parcel");

As an inducement for AMF to close on the purchase of the AMF Parcel, Declarant desires to declare, create and establish certain perpetual easements, rights, covenants and restrictions for the mutually beneficial ownership, use and development of the Entire Property, all as more particularly hereinafter set forth;

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant, for itself and its successors and assigns, hereby declares, creates, establishes, covenants and agrees that the Entire Property and all present and future owners and occupants thereof, shall be and hereby are subject to the terms, covenants, easements, restrictions, and conditions hereinafter set forth in this Declaration.

1. **Recitals.** The recitals set forth above are incorporated herein as though fully set forth herein.

2. **Definitions.** The following words and terms used or referred to in this Declaration shall have the following meanings:

- (a) **“Access Road”** shall mean that certain roadway, turn lanes, deceleration lanes, curb cuts, and all appurtenances thereto providing access to and from the AMF Parcel to the public right-of-way currently known as the Cleveland West By-Pass – State Highway 129. For avoidance of doubt, the “Joint Driveway Area” is included within and is a portion of the Access Road.
- (b) **“Default Rate”** shall mean the lesser of (i) two percent (2%) in excess of the prime rate from time to time publicly announced by Bank of America, N.A., or its successor, or (ii) the maximum rate of interest permitted by law.
- (c) **“Governmental Authorities”** shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity, or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.
- (d) **“Governmental Requirements”** shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees (as may presently exist and as may be hereafter amended, supplemented, or otherwise changed) of any Governmental Authorities.
- (e) **“Joint Driveway Area”** shall mean that portion of the Access Road located on the Seller’s Remaining Parcel on which the Joint Driveway Improvements are located, as more particularly described on Exhibit “C” attached hereto and incorporated herein by reference. The Joint Driveway Area is generally shown on the Site Plan.
- (f) **“Joint Driveway Improvements”** shall mean and refer to any and all improvements located within the Joint Driveway Area which provide or facilitate access to and from the AMF Parcel to the public right-of-way currently known as the Cleveland West By-Pass – State Highway 129. The term “Joint Driveway Improvements” shall include, without limitation, all driveways, paved areas, aprons, entrances, exits, curb cuts, curbing, crosswalks, traffic signs, sidewalks, passages, landscaped areas, service drives, and all appurtenances to each of the foregoing.
- (g) **“Owner”** shall mean and refer to any and all of the owners (including Declarant) and long-term ground lessees of fee simple title to a Parcel; provided, however, the term “Owner” shall not mean and refer to (i) the holder of any deed to secure debt, mortgage, deed of trust or any other security instrument encumbering title to a Parcel unless and until the holder thereof shall become a mortgagee in possession under such instrument or shall acquire fee simple or long-term ground leasehold title thereto pursuant to the foreclosure thereof, the exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto,

and (ii) any lessee (other than a long-term ground lessee), tenant, or licensee of any Owner. For purposes hereof, a long-term ground lessee shall mean a lessee under a ground lease having a term of at least ten (10) years. In the event any Parcel is further subdivided after the Effective Date of this Declaration, each owner of a subdivided parcel shall be deemed an "Owner" of its subdivided parcel, and shall be subject to and bound by the terms, covenants, easements, restrictions, and conditions set forth in this Declaration.

- (h) "Parcel" or "Parcels" shall mean, as the context requires or permits, the Seller's Remaining Parcel, including any subdivided portions thereof, and the AMF Parcel.
- (i) "Reserved Capacity" shall have the meaning set forth in Section 4(c) below.
- (j) "Seller's Remaining Parcel" shall mean the Entire Property (including any subdivided portions thereof), less and except the AMF Parcel.
- (k) "Site Plan" shall mean the site plan attached hereto as Exhibit "D" and made a part hereof.
- (l) "Stormwater Facilities" shall mean, collectively, the stormwater drainage swales, ditches, lines, manholes, inlets, drainage systems and facilities now or hereafter located on the Entire Property, including, but not limited to, the detention facility, the related outlet structure and pipes and all appurtenances thereto (collectively, the "Detention Facility"). The Stormwater Facilities shall include, without limitation, the Detention Facility and the twenty (20) foot drainage easement generally shown on the Site Plan.
- (m) "Utility Connection Areas" shall mean and refer to those certain areas of land located on or within the Seller's Remaining Parcel more particularly designated as the "Utility Connection Area" as shown on the Site Plan.
- (n) "Utility Easement Areas" shall mean and refer to those certain areas of land located on or within the portions of the Seller's Remaining Parcel designated on the Site Plan as the Utility Connection Areas, the ten (10) foot water line easement, and the twenty (20) foot sanitary sewer line easement.
- (o) "Utility Facilities" shall mean and refer to the gas, electrical, telephone, cable, water mains and lines, sewer mains and lines, other utility facilities, manholes, poles, lines, mains, systems, conduits, and all appurtenances related thereto which are now or hereafter located within the Utility Easement Areas.

3. **Access Easement Benefitting the AMF Parcel.**

- (a) Access Road. Declarant does hereby declare, create, and establish, for the benefit of and as an appurtenance to the AMF Parcel, a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian access over, across, and through the

Access Road so that the AMF Parcel shall at all times have open, unobstructed, and free passage to and from the public right-of-way currently known as the Cleveland West By-Pass – State Highway 129.

- (b) Easement Rights. The easement established pursuant to Section 3(a) above shall further include and be for purposes of constructing, installing, operating, inspecting, improving, maintaining, repairing and replacing the Joint Driveway Improvements.
- (c) Prohibition on Medians and Other Obstructions. Declarant and the Owner(s) of the Access Road and Joint Driveway Area shall not install any gate, curbing, or other obstructions on its Parcel which would prevent the free and continuous flow of pedestrian and vehicular traffic to and from the AMF Parcel. Additionally, Declarant and the Owner of the Seller's Remaining Parcel covenant and agree for the benefit of and as an appurtenance to the AMF Parcel not to install a median or otherwise restrict access to and from the Joint Driveway Area and the public right-of-way currently known as the Cleveland West By-Pass.
- (d) Obligations of Owner(s) of the Seller's Remaining Parcel. The Owner(s) of the portions of the Seller's Remaining Parcel on which the Access Road and Joint Driveway Improvements may, from time to time, be located:
 - (i) shall be responsible, at no cost to the Owner of the AMF Parcel, for inspecting, maintaining, operating, repairing, replacing, re-sealing, re-striping, resurfacing, and otherwise keeping the Access Road and the Joint Driveway Improvements in a safe, clean and good state of repair and condition (which shall include, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties; and
 - (ii) shall not change the grade, relocate, modify, or otherwise alter the configuration of the Access Road or the Joint Driveway Improvements, as the case may be, in any manner that may interfere with the use and enjoyment thereof by the AMF Parcel.

4. Stormwater Facilities Easement Benefitting the AMF Parcel

- (a) Stormwater Facilities. Declarant does hereby declare, create, and establish, for the benefit of and as an appurtenance to the AMF Parcel, a perpetual, non-exclusive easement over, upon, across, through, and under the portions of the Entire Property on which the Stormwater Facilities may now or hereafter be located for the drainage, storage, and discharge of storm and surface water from the AMF Parcel into the Stormwater Facilities located on the Seller's Remaining Parcel.
- (b) Easement Rights. The easement established pursuant to Section 4(a) above shall further include and be for purposes of constructing, installing, operating,

inspecting, improving, maintaining, repairing, replacing, and removing (i) any and all portions of the Stormwater Facilities that serve the AMF Parcel; and (ii) any and all pipes, connections, apparatus, and other appurtenances to the Stormwater Facilities which exclusively serve the AMF Parcel and which are necessary or useful for the drainage, storage, and discharge of storm and surface water from the AMF Parcel into the Stormwater Facilities located on the Seller's Remaining Parcel.

- (c) Easement and Reservation of Capacity for the Exclusive Benefit of the AMF Parcel. Declarant does hereby declare, establish and reserve, for the exclusive use and benefit of and as an exclusive appurtenance to the AMF Parcel, a perpetual, exclusive right and easement to discharge a minimum of 0.75 acres of impervious area (the "Reserved Capacity") from the AMF Parcel into and through the Stormwater Facilities. No party shall be allowed to tap into, connect, or use in any other way the Stormwater Facilities from and after the Effective Date (a "New Connection") if, after or as a result of such New Connection, the capacity of the Stormwater Facilities (including all of the Reserved Capacity, whether then used or unused) is or may be overburdened or exceeded.
- (d) Obligations of Owner(s) of the Seller's Remaining Parcel. The Owner(s) of the portions of the Seller's Remaining Parcel on which the Stormwater Facilities may, from time to time, be located:
- (i) shall be responsible, at no cost to the Owner of the AMF Parcel, for inspecting, maintaining, operating, and otherwise keeping the Stormwater Facilities in a safe, clean and good state of repair and condition (including, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties. Without limiting the generality of the foregoing, the Owner(s) of the portions of the Seller's Remaining Parcel on which the Detention Facility is located shall perform and take such other actions as may be needed to keep the Detention Facility clear of brush, litter and overgrowth; inspecting and submitting required reports with respect to the Detention Facility and the other portions of the Stormwater Facilities; and obtaining and maintaining any required permits or approvals of applicable Governmental Authorities for the Detention Facility and the other portions of the Stormwater Facilities. Notwithstanding the foregoing, the Owner of the AMF Parcel shall be responsible for inspecting, maintaining, operating, and otherwise keeping such portions of the Stormwater Facilities which were initially constructed by and which exclusively serve the AMF Parcel, at the sole cost of the Owner of the AMF Parcel except to the extent any wear, disruption, injury, or other damage is caused by a third party; and
- (ii) shall not change the grade, relocate, modify, or otherwise alter the configuration of the Stormwater Facilities in any manner that may interfere with the use and enjoyment thereof by the AMF Parcel.

5. Utilities Easements Benefitting the AMF Parcel.

- (a) **Utilities.** Declarant does hereby declare, create, and establish for the benefit of and as an appurtenance to the AMF Parcel, perpetual, non-exclusive easements for the continuous, uninterrupted use of such Utility Facilities in, under, on, over, through, and across the Utility Easement Area as may be necessary or useful to the improvements located on the AMF Parcel, as may exist from time to time.
- (b) **Easement Rights.** The easements established pursuant to Section 5(a) above shall further include and be for the the purposes of constructing, installing, operating, inspecting, improving, expanding, connecting, maintaining, repairing, replacing, and removing Utility Facilities as may be necessary or useful to the improvements located on the AMF Parcel, as may exist from time to time.
- (c) **Limitation on New Connections.** No party shall be allowed to tap into, connect, or otherwise use any utilities, lines, pipes, and other appurtenant facilities which (i) were installed by or on behalf of the Owner of the AMF Parcel; or (ii) which would overburden or exceed the capacity of such Utility Facilities serving the improvements located on the AMF Parcel, as may exist from time to time.
- (d) **Obligations on Owner(s) of the Seller's Remaining Parcel.** The Owner(s) of the portions of the Seller's Remaining Parcel on which the Utility Facilities may, from time to time, be located:
 - (i) shall be responsible, at no cost to the Owner of the AMF Parcel, for inspecting, maintaining, operating, and otherwise keeping the Utility Facilities in a safe, clean and good state of repair and condition (including, without limitation, complying with applicable Governmental Requirements) consistent with first-class properties. Notwithstanding the foregoing, the Owner of the AMF Parcel shall be responsible for inspecting, maintaining, operating, and otherwise keeping such portions of the Utility Facilities which were initially constructed by and which exclusively serve the AMF Parcel, at the sole cost of the Owner of the AMF Parcel except to the extent any wear, disruption, injury, or other damage is caused by a third party; and
 - (ii) shall not change the grade, relocate, modify, or otherwise alter the configuration of the Utility Facilities in any manner that may interfere with the use and enjoyment thereof by the AMF Parcel.

6. General Easement Provisions. All of the following terms, covenants, restrictions, and conditions shall apply to each of the easements established pursuant to this Declaration:

- (a) **Entry Easement.** Declarant does hereby declare, create and establish for the benefit of and as an appurtenance to the AMF Parcel perpetual, non-exclusive easements to enter upon the Seller's Remaining Parcel for the purposes of constructing,

installing, inspecting, improving, operating, using, maintaining, repairing, replacing, and removing the Access Road, the Joint Driveway Improvements, the Stormwater Facilities, and the Utility Facilities or such portions thereof as the Owner of the AMF Parcel may deem necessary or useful to the improvements located on the AMF Parcel, as may exist from time to time.

- (b) Construction Easement. To facilitate the exercise of any of the easements and rights established pursuant to this Declaration, the Owner of the AMF Parcel shall have such perpetual, non-exclusive construction easements as the Owner of the AMF Parcel may need or find useful from time to time on, under, over, and across the portions of the Entire Property which are adjacent to the aforementioned easements. Upon completion of such work, the Owner of the AMF Parcel will restore any disturbed areas to the condition as existed prior to such work.

7. Defaults and Remedies.

- (a) Self-Help Rights of the Owner of the AMF Parcel. In the event any Owner fails to perform its obligations under Sections 3, 4, 5, or 6 above, within twenty (20) days after receiving written notice from the Owner of the AMF Parcel (unless such failure either interferes with the operation of the business located on the AMF Parcel or results in the violation of any applicable Governmental Requirements which in either such event shall be cured immediately within twenty-four (24) hours), the Owner of the AMF Parcel shall have the right, but not the obligation, to perform such obligations, whether on a permanent or temporary basis, in which event the Owner of such Parcel shall reimburse the Owner of the AMF Parcel for the reasonable costs thereof incurred by the Owner of the AMF Parcel within ten (10) days after receiving written demand from the Owner of the AMF Parcel accompanied by reasonable documentation of such costs and expenses incurred. In the event the Owner of the AMF Parcel does not receive payment within the aforementioned ten (10)-day period, such unpaid amounts shall accrue interest at the Default Rate until the date payment is received by the Owner of the AMF Parcel. For purposes of this Declaration, notice may be given by courier obtaining written confirmation of delivery, by overnight mail by a nationally recognized delivery service, or U.S. certified mail, return receipt requested to the address of such Owner as may be reflected in the records of the White County, Georgia tax assessor.
- (b) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the Owner of the AMF Parcel shall have the right to pursue any and all remedies available at law, in equity (including, without limitation, the right to seek injunctive relief or to compel the performance of any of the obligations under this Declaration), under this Declaration, or any combination thereof.
- (c) Irreparable Harm; Right to Seek Equitable Relief. In the event of a violation or threat thereof of any of the terms, covenants, restrictions, or conditions of this Declaration, such violation or threat thereof may cause the Owner of the AMF Parcel to suffer

irreparable harm with no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 3, 4, 5, or 6 above, the Owner of the AMF Parcel, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof or compel the performance of any of the obligations under this Declaration.

- (d) Attorneys' Fees and Expenses. In the event the Owner of the AMF Parcel engages an attorney to enforce any of the provisions of this Declaration or collect any amounts due from the Owner(s) of another Parcel(s), the Owner of the AMF Parcel shall be entitled to recover its reasonable attorneys' fees and expenses in connection with such action, which shall be paid within ten (10) days after written demand therefor. In the event the Owner of the AMF Parcel does not receive payment within the aforementioned ten (10)-day period, such unpaid amounts shall accrue interest at the Default Rate until the date payment is received by the Owner of the AMF Parcel.
 - (e) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity or otherwise available.
 - (f) No Waiver. The failure of the Owner of the AMF Parcel to enforce any of the terms, covenants, restrictions, and conditions, or to require strict compliance with this Declaration, shall in no event be deemed to be a waiver of the right to do so with respect to any then-existing or future failure or default.
 - (g) No Termination For Breach. Notwithstanding anything herein to the contrary, no breach under this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage, deed to secure debt, or other any other security interest upon any Parcel or any leasehold interest therein made in good faith for value, but the terms, easements, covenants, conditions and restrictions hereof shall be binding upon and effective against all future Owners of such Parcel, including, without limitation, a mortgagee in possession and all subsequent purchasers and their respective successors and assigns.
8. **Eminent Domain.** If the whole or any part of any Parcel shall be taken by right of eminent domain or any similar authority of law or any conveyance is made under threat thereof (a "Taking"), the entire award for the value of the fee simple title to the land and improvements so taken shall belong to the Owner of the Parcel subject to such Taking. Notwithstanding the foregoing, the Owner of the AMF Parcel shall be permitted to file a separate claim with the condemning authority over and above the value of the fee simple title to the land and improvements being so taken, to the extent of any damage suffered by the Owner of the AMF Parcel resulting from such Taking; provided, however, no such separate claim shall reduce the award to the Owner of the Parcel subject to such Taking. In the event of a partial Taking, the Owner of the portion of the Parcel so taken shall restore the improvements located thereon to as nearly as possible as the condition existing prior to the Taking, without contribution or reimbursement from the Owner of the AMF Parcel.

9. **Dedication**. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any Parcel to the general public.
10. **Mortgage Subordination**. Any mortgage, deed to secure debt, or any other security interest affecting any portion of any Parcel shall at all times be subject and subordinate to the terms, easements, covenants, restrictions, and conditions of this Declaration, and any party foreclosing any such mortgage, deed to secure debt, or any other security interest, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all the terms, easements, covenants, restrictions, and conditions of this Declaration.
11. **Governing Law**. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Declaration.
12. **Interpretation**. The section headings in this Declaration are for convenience only and shall in no way define, limit, or otherwise affect the scope or contents of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part thereof.
13. **Separability**. If any term, provision, covenant, agreement, restriction, or condition contained herein or the application thereof to any party or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such holding shall not affect the validity, legality, or enforceability of the remainder of this Declaration or the application of such term, provision, covenant, agreement, restriction or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable. In the event any term, provision, covenant, agreement, restriction or condition herein contained is capable of different interpretations, one of which will render such term, provision, covenant, agreement, condition, or restriction valid, legal, and enforceable, then such interpretation rendering such term, provision, covenant, agreement, restriction, or condition valid, legal, and enforceable shall control. In the event the validity, legality, or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the Owners of the affected Parcels covenant and agree to promptly cause such legal description to be prepared to the mutual satisfaction of the Owner of the AMF Parcel and recorded in the public records of White County, Georgia.
14. **Estoppel Certificates**. In the event the Owner of the AMF Parcel or the Owner of another Parcel affected by this Declaration (the "**Requesting Owner**") so requests in writing, the other Owner (the "**Responding Owner**") shall, within twenty (20) days, execute and deliver a certificate in favor of the Requesting Owner certifying to the actual knowledge of the Responding Owner whether any party subject to this Declaration is in default or violation of this Declaration and if so identifying such default or violation as of the date of such certificate.
15. **Constructive Notice**. Every party or entity which now has or hereafter acquires any right, title, estate, or interest in or to a Parcel is and shall conclusively be deemed to have consented and agreed to and be bound by the terms, easements, covenants, restrictions,

conditions, and other provisions contained in this Declaration, as the case may be, whether or not any reference to this Declaration is contained in the instrument by which such party or entity acquires its interest.

16. **Amendment.** This Declaration may be modified or amended only by the recordation with the Clerk of the Superior Court for White County, Georgia of a written instrument setting forth such modification or amendment and executed by the Owner of the AMF Parcel and the Owner(s) of the Seller's Remaining Parcel (and all portions thereof) affected by such modification or amendment.
17. **Duration.** Declarant hereby declares that the terms, easements, covenants, and restrictions set forth in this Declaration shall be deemed to be covenants running with the title to the Parcels, which terms, easements, covenants, restrictions, and conditions shall remain in full force and effect and be binding upon the Owner of each Parcel and its successors-in-title in perpetuity. In the event the covenants or restrictions set forth herein which are not for a specific period of time shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants or restrictions shall be automatically renewed and extended for the maximum consecutive periods permitted by law.
18. **Binding Effect.** The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall bind the Entire Parcel described herein and inure to the benefit of and be binding upon the Owners of the Seller's Remaining Parcel (and all portions thereof) and the Owner of the AMF Parcel, and their respective successors, successors-in-title, legal representatives, and assigns.
19. **Exhibits.** This Declaration includes the following Exhibits, which are made an integral part of this Declaration, which are fully incorporated herein by this reference:

- Exhibit "A" - Legal Description of the Entire Property
- Exhibit "B" - Legal Description of the AMF Parcel
- Exhibit "C" - Legal Description of the Joint Driveway Area
- Exhibit "D" - Site Plan Depicting Initial Utility Connection Areas

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

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

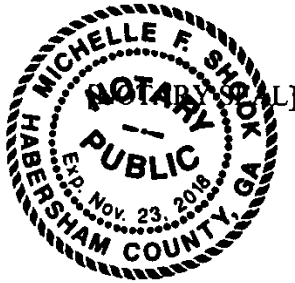
Melissa Brown
Unofficial Witness
Melissa Brown
Printed Name

By: [Signature]
James E. Hatcher, Member

[Signature]
Notary Public
Michelle F. Shuck
Printed Name

My Commission Expires:


11-23-18



[Signatures Continue on Following Pages.]

Signed, sealed and delivered
in the presence of:

Melissa Brown
Unofficial Witness
melissa Brown
Printed Name

By: 
Edward L. Hatcher, Member

Michelle F. Shook
Notary Public
Michelle F. Shook
Printed Name

My Commission Expires:

11-23-18



[Signatures Continue on Following Page.]

Signed, sealed and delivered
in the presence of:

Melissa Brown
Unofficial Witness
Melissa Brown
Printed Name

By: James Robinson
James Robinson, Member

Michelle F. Shook
Notary Public
Michelle F. Shook
Printed Name

My Commission Expires:

11-23-18

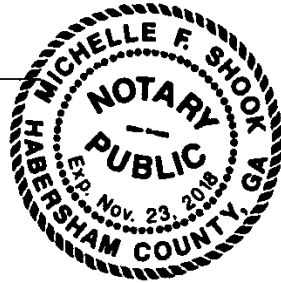


EXHIBIT "A"

LEGAL DESCRIPTION OF THE ENTIRE PROPERTY

TRACT 1:

All that tract or parcel of land lying and being in Land Lot Number 40 of the 2nd Land District of White County, Georgia, containing 23.58 acres as shown on a certain plat of survey prepared for Cleveland Commercial Land Development Group, LLC, dated September 28, 2007, and recorded in Plat Book 62, page 223, White County, Georgia Plat Records. Said plat is incorporated herein by reference for a more complete and accurate description of said property.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lots 33, 40, and 41 of the 2nd Land District of White County, Georgia, and being more particularly described on that certain Right of Way Deed from Harvie J. Ewing, Jr. to the Department of Transportation dated April 8, 2008, and recorded in Deed Book 1250, pages 440-447, White County, Georgia Deed Records, containing 12.156 acres, more or less, in fee, and 1.195 acres, more or less, of permanent easement.

FURTHER LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 40 of the 2nd Land District of White County, Georgia, and being more particularly described on that certain Warranty Deed from Harvie J. Ewing, Jr. to the Department of Transportation dated April 8, 2008, and recorded in Deed Book 1250, pages 448-453, White County, Georgia Deed Records, containing 1.998 acres more or less.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 33 of the 2nd Land District of White County, Georgia, and containing 47.08 acres as shown on a certain plat of survey made for Cleveland Commercial Land Development Group, LLC, by Eddie Hood & Associates, Eddie Hood, Georgia Registered Surveyor, dated September 28, 2007, with said plat of survey being recorded in the Office of the Clerk of Superior Court of White County, Georgia, in Plat Book 61, page 159, the reference of which is incorporated herein for a more full and complete description.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 33 of the 2nd Land District of White County, Georgia, and being more particularly described on that certain Right of Way Deed in favor of the Department of Transportation dated April 8, 2008, and recorded in Deed Book 1250, pages 463-469, White County, Georgia Deed Records, containing 8.212 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE AMF PARCEL

All that tract or parcel of land lying and being in Land Lots 33 and 40 of the 2nd Land District, White County, Georgia, and being more particularly described as follows:

To Find the Point of Beginning commence at the intersection of the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 (Right of Way Varies) and the common line with Land Lots 33 and 40 of the 2nd Land District, White County; thence along the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 following the curvature thereof to the right an arc distance of 52.59 feet to an iron pin set and The Point of Beginning, said curvature having a chord bearing and distance of South 61 Degrees 24 Minutes 05 Seconds East, 52.58 feet and having a radius of 1,075.00 feet; thence continue along the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 following the curvature thereof to the right an arc distance of 299.75 feet to an iron pin set at the intersection of the southwesterly Right of Way line of Cleveland West By-Pass with the northwesterly Right of Way line of an Access Road (Right of Way Varies), said curvature having a chord bearing and distance of South 52 Degrees 00 Minutes 43 Seconds East, 298.78 feet and having a radius of 1,075.00 feet; thence along the northwesterly Right of Way line of said Access Road South 45 Degrees 18 Minutes 57 Seconds West, 17.41 feet to an iron pin set; thence continue along the northwesterly Right of Way line of said Access Road South 49 Degrees 56 Minutes 25 Seconds West, 31.95 feet to an iron pin set; thence continue along the northwesterly Right of Way line of said Access Road following the curvature thereof to the right an arc distance of 150.38 feet to an iron pin set, said curvature having a chord bearing and distance of South 75 Degrees 43 Minutes 36 Seconds West, 145.43 feet and having a radius of 168.44 feet; thence continue along the northerly Right of Way line of said Access Road North 78 Degrees 21 Minutes 51 Seconds West, 130.28 feet to an iron pin set; thence leaving the northerly Right of Way line of said Access Road North 00 Degrees 37 Minutes 24 Seconds East, 133.88 feet to an iron pin set; thence North 36 Degrees 31 Minutes 28 Seconds East, 115.00 feet to The Point of Beginning containing 1.14 Acres.

Being the same property designated as Tract 1 on that certain Plat prepared for HRH Land Development Group, LLC, recorded on September 18, 2015 in Plat Book 67, Page 44, in the Office of the Superior Court Clerk for White County, Georgia.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE JOINT DRIVEWAY AREA

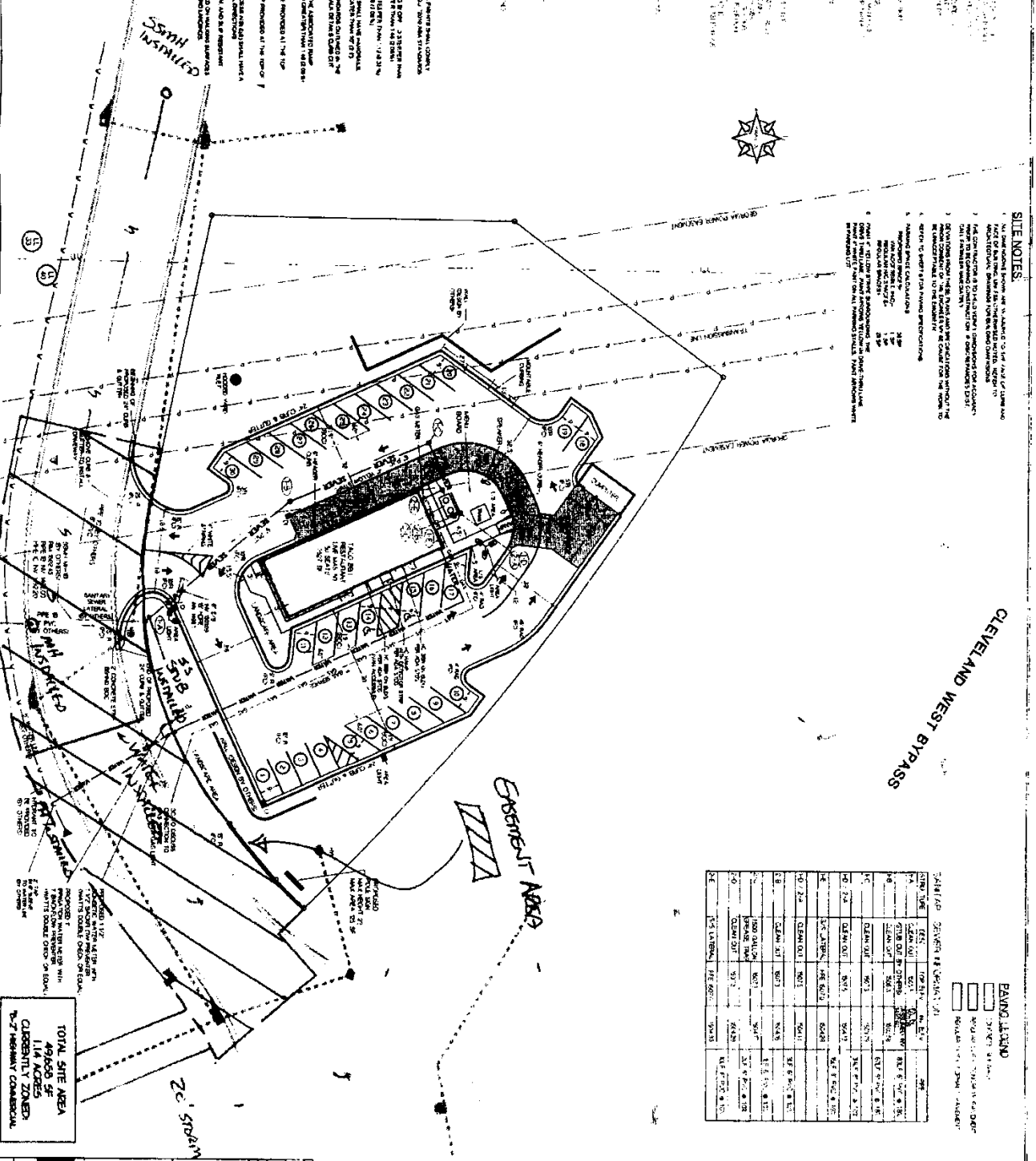
All that tract or parcel of land lying and being in Land Lots 33 and 40 of the 2nd Land District, White County, Georgia, and being more particularly described as follows:

To Find the Point of Beginning commence at the intersection of the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 (Right of Way Varies) and the common line with Land Lots 33 and 40 of the 2nd Land District, White County; thence along the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 following the curvature thereof to the right an arc distance of 52.59 feet to an iron pin set, said curvature having a chord bearing and distance of South 61 Degrees 24 Minutes 05 Seconds East, 52.58 feet and having a radius of 1,075.00 feet; thence continue along the southwesterly Right of Way line of Cleveland West By-Pass – Highway 129 following the curvature thereof to the right an arc distance of 299.75 feet to an iron pin set at the intersection of the southwesterly Right of Way line of Cleveland West By-Pass with the northwesterly Right of Way line of an Access Road (Right of Way Varies) and The Point of Beginning, said curvature having a chord bearing and distance of South 52 Degrees 00 Minutes 43 Seconds East, 298.78 feet and having a radius of 1,075.00 feet; thence continue along the southwesterly Right of Way line of Cleveland West By-Pass South 43 Degrees 36 Minutes 43 Seconds East, 15.44 feet to a point; thence continue along the southwesterly Right of Way line of Cleveland West By-Pass North 46 Degrees 47 Minutes 57 Seconds East, 25.00 feet to a point; thence continue along the southwesterly Right of Way line of Cleveland West By-Pass following the curvature thereof to the right an arc distance of 60.53 feet to a point, said curvature having a chord bearing and distance of South 41 Degrees 37 Minutes 28 Seconds East, 60.53 feet and having a radius of 1,100.00 feet; thence leaving the southwesterly Right of Way line of Cleveland West By-Pass along the southerly Right of Way line of an Access Road following the curvature thereof to the left an arc distance of 39.82 feet to a point, said curvature having a chord bearing and distance of South 59 Degrees 12 Minutes 53 West, 39.65 feet and having a radius of 123.00 feet; thence continue along the southerly Right of Way line of an Access Road South 49 Degrees 56 Minutes 25 Seconds West, 37.76 feet to a point; thence continue along the southerly Right of Way line of an Access Road following the curvature thereof to the right an arc distance of 210.67 feet to a point, said curvature having a chord bearing and distance of South 75 Degrees 45 Minutes 08 Seconds West, 203.70 feet and having a radius of 235.18 feet; thence continue along the southerly Right of Way line of an Access Road North 78 Degrees 21 Minutes 51 Seconds West, 25.47 feet to a point; thence North 11 Degrees 38 Minutes 09 Seconds East, 66.75 feet to a point on the northerly Right of Way line of said Access Road; thence along the northerly Right of Way line of said Access Road South 78 Degrees 21 Minutes 51 Seconds East, 25.54 feet to an iron pin set; thence continue along the northwesterly Right of Way line of said Access Road following the curvature thereof to the left an arc distance of 150.38 feet to an iron pin set, said curvature having a chord bearing an distance of South 75 Degrees 43 Minutes 36 Seconds West, 145.43 feet and having a radius of 168.44 feet; thence continue along the northwesterly Right of Way line of said Access Road South 49 Degrees 56 Minutes 25 Seconds West, 31.95 feet to an iron pin set; thence along the northwesterly Right of Way line of said Access Road South 45 Degrees 18 Minutes 57 Seconds West, 17.41 feet to The Point of Beginning containing 0.43 Acres.

EXHIBIT "D"

SITE PLAN DEPICTING THE INITIAL UTILITY CONNECTION AREAS

[See attached two (2) pages.]



SITE NOTES:

1. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
2. THE SITE IS TO BE DEVELOPED IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.

EXISTING LAND

- EXISTING LAND
- EXISTING LAND
- EXISTING LAND

STATION	DESCRIPTION	BEARING	DISTANCE	AREA
1+00.00	START OF CURVE	N 89° 58' 12" E	100.00	100.00
1+100.00	END OF CURVE	S 89° 58' 12" E	100.00	100.00
1+200.00	START OF CURVE	N 89° 58' 12" E	100.00	100.00
1+300.00	END OF CURVE	S 89° 58' 12" E	100.00	100.00

UTILITY NOTES:

1. ALL UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CLEVELAND AND THE STATE OF OHIO.

TOTAL SITE AREA
49,668 SF
CURRENTLY ZONED
P-2 (RESIDENTIAL COMMERCIAL)

HAERLEBOLD ASSOCIATES
INCORPORATED
11000 WILSON AVENUE
CLEVELAND, OHIO 44122
PHONE: (216) 771-1100
FAX: (216) 771-1101
WWW.HAERLEBOLD.COM

AME REALTY, INC.
11000 WILSON AVENUE
CLEVELAND, OHIO 44122
PHONE: (216) 771-1100

CONSENT AND JOINDER

The undersigned, **SOUTHERN BANK & TRUST**, is Grantee under the following instruments (collectively, the "Security Deeds"):

- (i) that certain Commercial Real Estate Deed to Secure Debt dated August 15, 2014, from HRH LAND DEVELOPMENT GROUP, LLC, to SOUTHERN BANK & TRUST, recorded on December 22, 2014 in Book 1551, Page 134, White County, Georgia, records, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded on December 22, 2014 in Book 1551, Page 152, aforementioned records; and
- (ii) that certain Commercial Real Estate Deed to Secure Debt dated August 15, 2014, from HRH LAND DEVELOPMENT GROUP, LLC, to SOUTHERN BANK & TRUST, recorded on December 22, 2014 in Book 1551, Page 143, aforementioned record, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded on December 22, 2014 in Book 1551, Page 152, aforementioned records.

which Security Deeds encumber the Seller's Remaining Parcel, as defined and described in the foregoing DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration"), hereby consents to and joins in the easements and agreements described in the Declaration, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deeds or otherwise exercise any or all of its rights under the Security Deeds.

[Signature on Following Page.]

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers this 30 day of September, 2015.

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

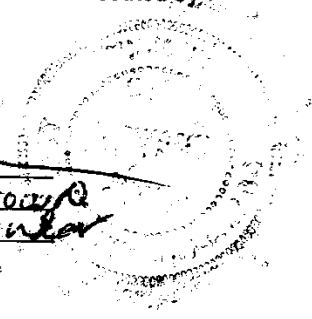
Barbara K. Coker

Notary Public

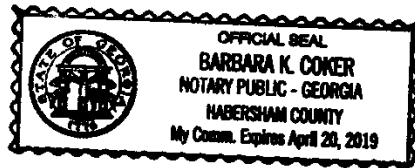
My commission expires: 4/20/19

SOUTHERN BANK & TRUST

By: [Signature]
Name: Thomas C. Brown
Its Authorized: Senior Lender



[NOTARY SEAL]



CONSENT AND JOINDER

The undersigned, **THE DONALD THURMOND FAMILY PARTNERSHIP, L.P.**, a Georgia limited partnership and **JESSIE MAE THURMOND**, a resident of the State of Georgia, County of White, are Grantee under the following instrument (the "Security Deed"):

(i) that certain Deed to Secure Debt dated December 3, 2010, from HRH LAND DEVELOPMENT GROUP, LLC, to THE DONALD THURMOND FAMILY PARTNERSHIP, L.P., a Georgia limited partnership, and JESSIE MAE THURMOND, a resident of the State of Georgia, County of White, recorded in Book 1382, Page 184, White County, Georgia, records, as affected by that certain Subordination Agreement dated August 15, 2014, by and between THE DONALD THURMOND FAMILY PARTNERSHIP, L.P. and JESSIE MAE THURMOND, on the one hand, and SOUTHERN BANK AND TRUST, on the other hand, recorded on December 22, 2014 in Book 1551, Page 152, aforementioned records.

which Security Deed encumbers the Seller's Remaining Parcel, as defined and described in the foregoing DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS (the "Declaration"), hereby consents to and joins in the easements and agreements described in the Declaration, it being the intent of such consent and joinder that the rights of the owners thereunder shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercise any or all of its rights under the Security Deed.

[Signatures Begin on Following Page.]

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officers this 28 day of September, 2015.

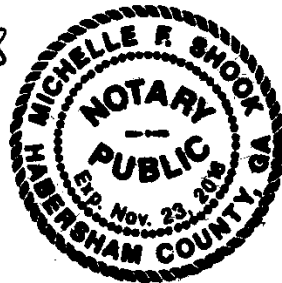
Signed, sealed and delivered
in the presence of:

Melissa Brown
Unofficial Witness

Michelle A Shook
Notary Public

My commission expires: 11-23-18

(NOTARY SEAL)



THE DONALD THURMOND FAMILY
PARTNERSHIP, L.P., a Georgia limited
partnership

By: Frances T. Hatcher
Name: Frances T. Hatcher
Title: General Partner

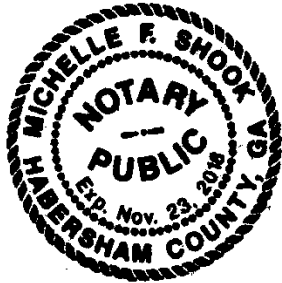
Signed, sealed and delivered
in the presence of:

Melissa Brown
Unofficial Witness

Michelle A Shook
Notary Public

My commission expires: 11-23-18

(NOTARY SEAL)



By: Jessie Mae Thurmond (Seal)
JESSE MAE THURMOND