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Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 1759 PG 260-285

(f)

EXCEPTION 8
Schedule B - Part II
RTG#2-14163

Space Above This Line For Recording Data

RETURN TO
AFTER RECORDING RETURN TO:
Richard J. Beam, Jr., Esq.
Ramsay Title Group, LLC
6400 Atlantic Boulevard
Suite 170
Norcross, Georgia 30071-1214

Cross Reference to Deed Book
1244, Page 145, Office of the
Clerk of the Superior Court of
Douglas County, Georgia

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made as of the 2nd day of June, 2003, by and between Mirror Lake, LLC, a Georgia limited liability company ("Mirror Lake"), West Georgia National Bank (the "Bank") and Sofran Mirror Lake, L.P., a Georgia limited partnership ("Sofran").

WITNESSETH:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning hereinafter provided (definitions appear in alphabetical order and defined terms used within definitions are defined in the appropriate alphabetical place in this Article I or elsewhere in this Agreement):

- 1.1 "Access Road" means the driveway labeled as such on the Site Plan.
- 1.2 "Agreement" means this Reciprocal Easement Agreement.

1.3 "Bank Declaration" means that certain Declaration of Restrictive Covenants and Development Agreement, dated April 1, 1999, among Mirror Lake, LLC, West Georgia National Bank, Harry D. Coats, Mark M. Young, Jeff R. Matthews and Phillip Kauffman, recorded in Deed Book 1244, Page 145, in the Office of the Clerk of the Superior Court of Douglas County, Georgia.

1.4 "Bank Property" means that certain parcel of real property located in Douglas County, Georgia shown on the Site Plan and more particularly described on Exhibit "B" attached hereto and incorporated herein.

1.5 "Drainage System" means the surface water drainage and detention system serving the Parcels, including the detention pond located on the Mirror Lake Parcel shown on the Site Plan.

1.6 "Mirror Lake Parcel" means that certain parcel of real property located in Douglas and Carroll Counties, Georgia shown on the Site Plan and more particularly described in Exhibit "C" attached hereto and incorporated herein.

1.7 "Mirror Lake Development Date" shall mean the first date after the date hereof on which any type of permit that allows land disturbance on the Mirror Lake Parcel is issued in connection with the development of the Mirror Lake Parcel.

1.8 "Outparcel" or "Outparcels" means, individually or collectively, as the context requires, those certain parcels of real property located in Douglas County, Georgia shown on the Site Plan as Outparcel 1, Outparcel 2 Outparcel 3, and Outparcel 4 and any subdivision or reconfiguration thereof.

1.9 "Owner" or "Owners" means, individually or collectively, as the context requires: (a) Sofran, Mirror Lake and the Bank and any and all of their successors, assigns and grantees of a fee simple interest in all or any part of the Parcels; (b) any lessee of an estate in land of any Parcel or any portion of any Parcel under a ground lease, provided that such lessee is designated as the "Owner" in an instrument recorded in the Office of the Clerk of the Superior Court of Douglas County, Georgia; and (c) the owner of a reversionary interest in a Parcel after the expiration or other termination of a ground lease as set forth in subsection 1.9(b) above.

1.10 "Parcel" or "Parcels" means, individually or collectively, as the context requires, Mirror Lake Parcel, the Bank Property, the Shopping Center Property, and the Outparcels.

1.11 "Parkway Driveway" means the driveway labeled as such in the Site Plan.

1.12 "Shopping Center Development" means collectively the Shopping Center Property and the Outparcels.

1.13 "Shopping Center Property" means that certain parcel of real property located in Douglas County, Georgia shown on the Site Plan and more particularly described on Exhibit "D" attached hereto and incorporated herein.

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1.14 "Site Plan" means the site plan attached hereto as Exhibit "A" and incorporated herein.

1.15 "Utility System" or "Utility Systems" means, individually or collectively, as the context requires, any and all water, sanitary sewer, gas, electric, telephone, cable television, or other utility services, lines, pipes, conduits, systems or rights hereafter established in or upon the Parcels, including the Drainage System.

ARTICLE II

RECITALS

2.1 Ownership. As of the date hereof, the ownership of the Parcels is as follows:

2.1.1 Mirror Lake is the Owner of the Mirror Lake Parcel;

2.1.2 The Bank is the Owner of the Bank Property; and

2.1.3 Sofran is the Owner of the Shopping Center Property and the Outparcels.

2.2 Purpose. Mirror Lake, the Bank and Sofran intend to develop the Parcels as commercial facilities and in connection therewith to declare and grant the easements described herein, and to set forth certain covenants, conditions and restrictions with respect to the ownership and operation of the Parcels.

ARTICLE III

ACCESS, CONSTRUCTION AND PARKING

3.1 Grant of Access Easements.

3.1.1 Mirror Lake hereby grants, declares and establishes, as an appurtenance to the Bank Property and the Shopping Center Development and every portion thereof, a perpetual, non-exclusive right, privilege and easement for the benefit of the Owners of the Parcels and their agents, employees, licensees and invitees and any assignee, tenant or subtenant to which such Owner grants the benefits of such easement during such tenancy, and to the employees, licensees and invitees of any such tenant or subtenant, to the continuous and unrestricted use in, upon, over and across the Access Road and such other portions of the Mirror Lake Parcel as are designated for pedestrian and vehicular traffic from time to time for the purpose of vehicular and pedestrian ingress and egress to and from Mirror Lake Parkway and to portions of the Utility Systems located on the Mirror Lake Parcel.

3.1.2 The Bank hereby grants, declares and establishes, as an appurtenance to the Mirror Lake Parcel and the Shopping Center Development and every

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portion thereof, a perpetual, non-exclusive right, privilege and easement for the benefit of the Owners of the Parcels and their agents, employees, licensees and invitees and any assignee, tenant or subtenant to which such Owner grants the benefits of such easement during such tenancy, and to the employees, licensees and invitees of any such tenant or subtenant, to the continuous and unrestricted use in, upon, over and across the portions of the Bank Property as are designated for pedestrian and vehicular traffic from time to time for the purpose of vehicular and pedestrian ingress and egress to and from the Mirror Lake Parkway and Conners Road and to portions of the Utility Systems located on the Bank Property.

- 3.1.3 Sofran hereby grants, declares and establishes, as an appurtenance to the Mirror Lake Parcel and the Bank Property and every portion thereof, a perpetual, non-exclusive right, privilege and easement for the benefit of the Owners of the Parcels and their agents, employees, licensees and invitees and any assignee, tenant or subtenant to which such Owner grants the benefits of such easement during such tenancy, and to the employees, licensees and invitees of any such tenant or subtenant, to the continuous and unrestricted use in, upon, over and across the Parkway Driveway and such other portions of the Shopping Center Development as are designated for pedestrian and vehicular traffic from time to time for the purpose of vehicular and pedestrian ingress and egress to and from Mirror Lake Parkway and Conners Road and to portions of the Utility Systems located on the Shopping Center Development.

3.2 Terms and Conditions. The rights, privileges and easements declared and granted pursuant to this Article III shall be subject to all laws, orders, rules and regulations of any governmental authority with jurisdiction and to the following terms, conditions and obligations:

- 3.2.1 The Access Road shall not be relocated or closed, nor shall passage be prohibited or restricted without the written consent of the Owners of the Shopping Center Property, Outparcel 1 and Outparcel 2 and any mortgagee of such Parcels.
- 3.2.2 The Parkway Driveway shall not be relocated or closed, nor shall passage be prohibited or restricted without the written consent of the Owners of the Shopping Center Property, Outparcel 2 and the Bank Property and any mortgagee of such Parcels.
- 3.2.3 Except as expressly set forth in Section 3.3, the motor vehicles entitled to use the ingress and egress rights, privileges and easements granted herein are passenger and delivery vehicles only; provided, however, construction vehicles shall be entitled to use such rights, privileges and easements to the extent construction access to any such Parcel is not otherwise available or permitted by applicable governmental authorities. Delivery vehicle traffic on the Bank Property shall be restricted to light delivery vehicles

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only. The Owner of all or any portion of a Parcel upon which construction, maintenance, restoration or repair activities are in progress shall, at its sole cost and expense, promptly cause to be repaired any damage caused by such activities to the Access Road.

3.3 Construction.

- 3.3.1 Sofran will, at its sole cost and expense, construct the Access Road and the Parkway Driveway in connection with the development of the Shopping Center Property.
- 3.3.2 Mirror Lake hereby grants, bargains, sells and conveys a temporary construction easement on, over, under, across and through the Mirror Lake Parcel to Sofran, its agents and independent contractors and subcontractors for the purpose of constructing the Access Road. The temporary construction easement granted by this Section 3.3.2 shall terminate upon the earlier to occur of completion of the Access Road or December 31, 2004.
- 3.3.3 Sofran will, pursuant to separate written agreements with Mirror Lake and the Bank, construct the following improvements (the "Bank Improvements") on the Bank Property in connection with the development of the Shopping Center Property:
- (a) Install the curb cut into the Bank Property from Connors Road and the related decel lane improvements as shown on that certain Site Plan prepared by Robertson Loia Roof Architects and Engineers labeled as Sheet "C-1" of Project Number 01-298 dated March 24, 2003, last revised May 14, 2003;
 - (b) Rough grade and install the surface water conveyance system as shown on that certain Grading Plan prepared by Robertson Loia Roof Architects and Engineers labeled as Sheet "C-2" of Project Number 01-298 dated March 24, 2003, last revised May 19, 2003; and
 - (c) Extend the sanitary sewer line as shown on that certain Utility Plan prepared by Robertson Loia Roof Architects and Engineers labeled as Sheet "C-3" of Project Number 01-298 dated March 24, 2003, last revised May 14, 2003.
- 3.3.4 The Bank hereby grants, bargains, sells and conveys a temporary construction easement and profit a prendre to remove soil on, over, under, across and through the Bank Property to Sofran, its agents and independent contractors and subcontractors for the purpose of constructing the Bank Improvements. The temporary construction easement and profit

a premdre granted by this Section 3.3.4 shall terminate upon the earlier to occur of completion of the Bank Improvements or December 31, 2004.

3.4 Parking. Nothing herein shall be construed as granting an easement or creating any other right for the Owner of any Parcel to park on the Parcel of another Owner, and each Owner of each Parcel shall maintain parking adequate for use of its Parcel in compliance with applicable zoning laws and regulations.

ARTICLE IV

UTILITY EASEMENTS

4.1 Grant of Utility Easement. Each Owner hereby grants, declares and establishes a perpetual, non-exclusive right, privilege and easement for the benefit of the other Owners of the Parcels to tie into, use, maintain, replace and repair the Utility Systems located from time to time upon the Parcels.

4.2 Terms and Conditions. The rights, easements and privileges declared and granted pursuant to the provisions of this Article IV shall be subject to the following terms, conditions, and obligations:

- 4.2.1 The construction, installation, maintenance and repair of the Utility Systems shall be in compliance with all laws, orders, rules and regulations of any governmental authority having jurisdiction over same including the requirements of any utility companies.
- 4.2.2 Subject to the terms of Article VI below, the Owner of each Parcel shall maintain and keep in good repair the portion of any Utility System benefitting such Parcel located: (i) on such Parcels; and (ii) on any portion of any Parcel owned by another and shall restore at its sole expense the surface and improvements disturbed in connection with the construction, installation, maintenance or repair of such Utility Systems to a condition equal or better than the condition which existed prior to its commencement of such work. Any Owner of any Parcel whose negligence or intentional conduct causes the need for repair or maintenance of any Utility System shall promptly cause such repair or maintenance to be made at its own expense.
- 4.2.3 Each Owner of each Parcel shall have the right, at its sole cost and expense, to relocate, alter or change all or any portion of the Utility System located on its Parcel, provided (i) that such relocation, alteration or change does not result in any interruption or reduction of service or use and is done in accordance with and subject to the other provisions of this

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Agreement and (ii) such relocation, alteration or change is completed so as to minimize interference to the Owners and occupants of the other Parcels.

- 4.2.4 Each Owner of each Parcel shall have the right to use the surface of its Parcel over all or any part of any underground Utility System for parking or any other purpose provided that no buildings or permanent structures shall be constructed over any portion of a Utility System.
- 4.2.5 The Utility Systems shall be underground except for such accessories and ancillary equipment as are customarily above ground.
- 4.2.6 Any maintenance and repair of any portion of a Utility System located on a Parcel owned by another or any change, alteration or relocation of any portion of a Utility System servicing another Parcel or Parcels pursuant to this Article IV shall be performed only after five (5) days notice to the Owner of such Parcel on which such activity is required (except in an emergency, when the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of such Parcel as is practicable under the circumstances. The party performing such maintenance and repair shall promptly restore the surface of such Parcel to substantially the same condition as existed immediately prior to such maintenance and repair.

ARTICLE V

OPERATION AND MAINTENANCE

5.1 Operation. Each Parcel shall be operated in accordance with the following provisions:

- 5.1.1 The Owner of each Parcel shall have the right to enact reasonable rules concerning the conduct and operation of the parking areas and any common areas situated on its Parcel.
- 5.1.2 The Owner of each Parcel shall comply with all applicable laws, rules, regulations and requirements of all public authorities.
- 5.1.3 The Owner of each Parcel may erect curbs, fences, barriers, hedges and other landscaping to define its Parcel, so long as said curbs, fences, barriers, hedges and other landscaping do not unreasonably interfere with or obstruct the passage of vehicular and pedestrian traffic to and from each Parcel or across the Access Road or the Parkway Driveway.
- 5.1.4 Each Parcel not owned by the same Owner will be assessed as a separate tax lot. The Owner of each Parcel shall pay and discharge, or shall cause to be paid and discharged, before delinquent, all real estate taxes and

assessments, extraordinary, as well as ordinary, levied or assessed upon its Parcel.

- 5.1.5 No Owner of a Parcel shall create, cause or permit hazardous materials or toxic wastes, as those terms are now or may hereafter be used or referred to in any rule, regulation or other promulgation of the Environmental Protection Agency or any successor thereto or any state or local agency or entity having jurisdiction over environmental matters (collectively, "Environmental Regulations"), to be used, stored or accumulated in or on a Parcel or any improvements now or hereafter located therein except as such use, storage or accumulation may be permitted in accordance with such Environmental Regulations. The sale to the public of pre-packaged consumer commodities in the normal course of business and in accordance with all Environmental Regulations shall not be a violation hereunder. Each Owner shall indemnify and hold the other Owners harmless from any and all claims arising out of or resulting from the violation of the provisions of this subsection 5.1.5.

5.2 Maintenance Standards. Each Parcel shall be maintained in accordance with the following provisions:

- 5.2.1 The Owner of each Parcel covenants and agrees prior to the commencement of construction of improvements upon such Parcel to keep such Parcel free of trash and debris.
- 5.2.2 Effective on the date any business on a Parcel opens for business to the public, the Owner of each Parcel covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, the common areas and parking areas situated on its respective Parcel. The obligation of the Owner of each Parcel under this Section 5.2.2 to maintain and keep in good condition and repair said common areas and parking areas shall, without limiting the generality thereof, include the following:
- (a) Maintaining surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas as well as maintaining the surfaces in a level, smooth and evenly-covered condition;
 - (b) Removing all paper, debris, filth and refuse to the extent necessary to keep said areas in a neat, clean and orderly condition;
 - (c) Keeping in good repair, and replacing as necessary directional signs, striping markers, lines and artificial lighting facilities; and

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- (d) Maintaining all landscaped areas, including replacements of shrubs and other landscaping, and keeping said areas at all times adequately mowed, weeded, fertilized and watered.

ARTICLE VI

ACCESS ROAD AND THE DRAINAGE SYSTEM

6.1 Access Road Maintenance. Subject to the provisions of Section 3.2.2, until the Mirror Lake Development Date, the Owner of the Shopping Center Property shall cause the Access Road to be maintained in good condition and repair without expense to the Owners of the Bank Property or the Mirror Lake Parcel. After the Mirror Lake Development Date, the Owner of the Mirror Lake Parcel (or its designee if such designee assumes such responsibility pursuant to an instrument recorded in the Office of the Clerk of the Superior Court of Douglas, County, Georgia) shall maintain the Access Road in good condition and repair without expense to the Owners of the Shopping Center Development or the Bank Property.

6.2 Drainage System Maintenance. Until the Mirror Lake Development Date, the Owner of the Shopping Center Property shall cause the detention pond located on the Mirror Lake Parcel to be maintained in good condition and repair. During such time, the Owners of the Parcels within the Shopping Center Development and the Owner of the Bank Property shall reimburse the Owner of the Shopping Center Property each Owner's "Pro Rata Share" as defined below within thirty (30) days after receipt of an invoice therefor. After the Mirror Lake Development Date, the Owner of the Mirror Lake Parcel (or its designee as described in Section 6.1 above) shall cause the detention pond located upon the Mirror Lake Parcel to be maintained in good condition and repair. After the Mirror Lake Development Date, the Owners of the Parcels shall reimburse the owner of the Mirror Lake Parcel (or its designee) each Owner's Pro Rata Share within thirty (30) days after receipt of an invoice therefore.

6.3 Pro Rata Share. "Pro Rata Share" for each Parcel shall be calculated by multiplying the expenses set forth below by a fraction, the numerator of which shall equal the total land area of such Parcel upon which improvements have been developed and opened for business to the public, and the denominator of which shall equal the aggregate land area of all such Parcels upon which improvements have been developed and opened for business to the public. The costs and expenses of maintenance and repair of the detention pond will be borne by the Owners of the Parcels according to each Owner's Pro Rata Share of all expenses paid or incurred in connection with the maintenance, operation or repair thereof, including dredging. Any erosion control measures or other construction related expenses, including any extraordinary costs and expenses during or otherwise related to construction activities, shall not be shared expenses, but shall be borne solely by the Owner of the Parcel upon which construction activities are in progress.

ARTICLE VII

CASUALTY AND CONDEMNATION

7.1 Casualty. Should the whole or any part of the buildings or other improvements located on any Parcel be partially or totally destroyed by fire or any other casualty, the Owner of such Parcel shall promptly and with due diligence either cause the same to be restored, or raze any such building so damaged or destroyed and maintain the Parcel as provided in Section 5.2 herein. Nothing contained herein shall prevent the Owner of a Parcel from reconstructing within such Parcel, a new building or buildings subject to the terms of this Agreement.

7.2 Condemnation. In the event of condemnation of all or any part of a Parcel, the portion of the award attributable to the value of any land and improvements thereon taken shall be payable to the Owner thereof, and no claim for severance from an appurtenant Parcel shall be made by the Owner of any other Parcel, except collateral claims made by such other Owner to the condemning authority for an amount over and above the value of the land and improvements taken, if such claims do not detract from the award of the Owner of the Parcel so taken. The Owner of any Parcel so condemned shall promptly repair and restore the remaining portion of the Parcel as nearly as practicable to the condition immediately prior to such condemnation without contribution from the other Owners, or shall remove the damaged improvements and maintain the Parcel as provided in Section 5.2 herein.

ARTICLE VIII

INDEMNITY

8.1 Mutual Indemnity. The Owners of the Parcels covenant and agree to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other Owner harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to their failure to maintain their respective Parcels in accordance with this Agreement.

8.2 Liability Insurance. The Owner of each Parcel shall carry and maintain, or cause to be carried and maintained, comprehensive public liability insurance covering injuries to persons and property on, in or about such Parcel in the single limit amount of not less than \$2,000,000.00 for bodily injury and property damage.

ARTICLE IX

USE AND DEVELOPMENT RESTRICTIONS

9.1 Shopping Center Use. So long as Publix Supermarkets, Inc., its successors or assigns ("Publix"), has a legal or equitable interest in any portion of the Shopping Center Property, no portion of any Parcel except the Shopping Center Property shall be developed, rented, leased, licensed or operated as a grocery or supermarket or for the sale of drugs or other products which are required by law to be dispensed by a registered pharmacist.

9.2 Prohibited Uses. Without the prior written consent of the Owner of the Shopping Center Property, and Publix, so long as Publix has a legal or equitable interest in any portion of

the Shopping Center Property, no portion of any Parcel shall be used for any of the following purposes: the sale or repair of mobile homes, a lumberyard, adult entertainment facility, massage parlor, adult book store, a so-called "head shop", funeral parlor, or the display or sale of pornographic materials.

9.3 Bank Property Restrictions. Upon termination of the use restrictions on the Bank Property set forth in Section 3(a) of the Bank Declaration, no portion of the Bank Property shall be used for any of the following purposes without the prior written consent of the Owner of the Shopping Center Property: a dry cleaning plant, the sale, rental, lease or repair of automobiles, trucks, other motorized vehicles or trailers, a cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, "adult" entertainment facility, gymnasium, massage parlor, adult book store, pinball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, car wash, day care center, or cafeteria. No improvements on the Bank Property shall exceed one story in height.

9.4 Development Standards.

9.4.1 The initial improvements and common areas on the Bank Property shall be similar in quality and appearance to other new branch bank buildings constructed in the Metropolitan Atlanta, Georgia area on or about the date hereof. The initial improvements on the Bank Property and all future improvements, alterations, renovations and reconstruction thereof shall be architecturally harmonious with the improvements constructed upon the Shopping Center Property and shall comply with all applicable building codes and ordinances.

9.4.2 No buildings on any Parcel shall have exterior walls with an exposed metal surface.

9.5 Enforcement. Any of the provisions set forth in this Article IX may be waived, amended, modified, released or terminated (collectively, a "Release") in writing at any time and from time to time by the Owner of the Shopping Center Property and, so long as Publix has a legal or equitable interest in any portion of the Shopping Center Property, by Publix. No Release shall be effective until the date upon which a notice thereof executed on behalf of the Owner of the Shopping Center Property and Publix is recorded in the Office of the Clerk of the Superior Court of Douglas County, Georgia. Only the Owner of the Shopping Center Property or Publix may enforce the provisions of this Article IX, provided that nothing herein shall require the Owner of the Shopping Center Property or Publix to enforce the respective provisions of this Article IX. The Owner of a Parcel may impose additional restrictions on its parcel at any time and from time to time without the consent of any other Owner, provided such restrictions do not adversely affect the other Owners.

9.6. Duration of Restrictive Covenants. So long as Georgia law limits to twenty (20) years the period during which covenants restricting lands to certain uses may run, any provision of this Agreement affected thereby shall run with and bind all of the applicable Parcels for a period of twenty (20) years from the date this Agreement is filed for record in the Official

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Records of Douglas County, Georgia, after which time such provision shall be automatically extended, if permitted by law, for successive periods of ten (10) years, unless an instrument, signed by the then owners of record of the Shopping Center Property, the holder of a first priority deed to secure debt on the Shopping Center Property, the then owners of record of a majority of the Outparcels and the holders of first priority deeds to secure debt on their Outparcels has been recorded in the Office of the Clerk of the Superior Court of Douglas County, Georgia, agreeing to terminate or change such provisions in whole or in part. Every purchaser or grantee of any interest in any portion of any Parcel by acceptance of a deed or other conveyance therefor, hereby agrees that the provisions of this Agreement may be extended and renewed as provided in this Article IX.

ARTICLE X

DEFAULT

10.1 Default and Remedies. In the event of a breach or attempted or threatened breach of this Agreement by the Owner of any Parcel or its respective tenants, subtenants, agents, licensees and invitees, or any other party, of any of the terms, covenants and conditions hereof, any Owner shall be entitled to full and adequate relief by injunction, specific performance, damages and all such other available legal and equitable remedies from the consequences of such breach. The Owner of the Shopping Center Property hereby grants Publix the irrevocable right to enforce the terms of this Agreement and to exercise the remedies for breach granted in this Article X for so long as Publix has a legal or equitable interest in any portion of the Shopping Center Property. All costs and expenses of any such suit or proceedings shall be assessed against the non-prevailing party. The remedies specified herein shall be cumulative as to each and as to all other remedies permitted at law or in equity.

10.2 Maintenance. In addition to the remedies provided in the foregoing subparagraph 10.1, if any Owner fails to perform, fulfill or observe any repair or maintenance, agreement herein to be performed, fulfilled or observed by it, for thirty (30) days after written notice thereof, or in situations creating imminent danger to person or property after receipt of reasonable notice under the circumstances, any other Owner, singularly or collectively, may, at its election, cure such failure or breach for and on behalf of the defaulting Owner. Any amount that the non-defaulting Owner shall incur for such purpose or that shall otherwise be past due to any Owner by another Owner hereunder shall be paid to the Owner to whom due on demand, together with interest thereon at the lower of (i) the rate of four percent (4%) per annum above the prime rate announced from time to time in the Wall Street Journal (or its successor), or (ii) the maximum rate permissible under applicable law, from the date of expenditure or the date when same shall have become due to the date of payment thereof in full. The provisions of this paragraph shall be subject and subordinate to the lien of any first in priority deed to secure debt at any time or from time to time on the Parcel of the defaulting Owner and the rights of the holder or holders thereof.

10.3 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN TO THE CONTRARY, IF THE OWNER OF A PARCEL FAILS TO OBSERVE, FULFILL OR PERFORM ANY COVENANT, TERM OR

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CONDITION OF THIS AGREEMENT THAT IT IS REQUIRED TO OBSERVE, PERFORM OR FULFILL, AND AS A RESULT OF SUCH DEFAULT, ANY PERSON ENTITLED TO ENFORCE JUDGMENT SHALL OBTAIN A JUDGMENT, SUCH JUDGMENT SHALL BE SATISFIED (SUBJECT TO THE RIGHTS OF THE HOLDER OF ANY DEED TO SECURE DEBT FILED OF RECORD PRIOR TO THE DATE ON WHICH THE COMPLAINT GIVING RISE TO SUCH JUDGMENT WAS FILED) ONLY FROM SUCH OWNER'S RIGHT, TITLE AND INTEREST IN ITS PARCEL, INCLUDING THE RENTS, PROFITS AND PROCEEDS THEREFROM, AND NO OTHER PROPERTY OF SUCH OWNER SHALL BE SUBJECT TO LEVY AND SALE OR OTHERWISE BE SUBJECT TO SUCH JUDGMENT, PROVIDED THAT THE FOREGOING SHALL NOT PRECLUDE A PARTY FROM SEEKING OR OBTAINING EQUITABLE RELIEF.

ARTICLE XI

MISCELLANEOUS

11.1 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

11.2 Covenants Running With the Land. The easements, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon each of the Parcels and any future subdivision thereof running with the land thereof, and which shall be perpetual to the extent permitted by law. If any of the provisions of this Agreement shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions, pursuant to and in accordance with the Uniform Statutory Rule Against Perpetuities at O.C.G.A. §44-6-200 et seq., shall continue only until ninety (90) years after the date hereof.

11.3 Successors and Assigns. The rights, privileges, duties and obligations provided herein shall inure to the benefit of and be binding upon the representatives, heirs, successors and assigns of the Owners. This Agreement shall create privity of contract and/or estate with and among all present and future Owners and grantees of each and any part of all Parcels and any successors or assigns. In the event of any transfer of any Owner's fee simple or leasehold estate interest in any Parcel, or any part thereof, the transferor shall cease to be liable and shall be released from all liability for the performance or observance of any agreements or conditions on its part to be performed or observed hereunder whether accruing prior or subsequent to the time of said transfer, it being understood and agreed that from and after said transfer the transferee shall be liable for the performance and observance of this Agreement, and the Parcel burdened thereby shall continue to be subject to the same, unaffected by any such transfer. Upon such transfer, the transferor shall thereby be divested of its rights thereafter accruing under this Agreement as respects the portion of the Parcel that it shall have transferred, and the transferee shall succeed to the same.

11.4 Binding Agreement. The provisions of this Agreement shall apply to, inure to the benefit of and bind any mortgagee or holder of a deed to secure debt acquiring an interest in any portion of a Parcel or any improvements thereon by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee or holder of a deed to

secure debt shall not incur or be required to assume any obligation under this Agreement unless and until such mortgagee or holder of a deed to secure debt has so acquired an interest in any portion of the Parcel or any improvements thereon as aforesaid, and then only such as may arise by operation of law by reason or privity of estate as limited by the provisions of this Agreement. Subject to the above, whenever in this Agreement a reference to any Owner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such Owner.

11.5 Termination and Amendment. This Agreement may be terminated or rescinded only with the written approval of all Owners of the Parcels and the written consent of the holder of each and every first priority mortgage covering all or any part of the Parcels, provided any Parcel Owner or Owners may amend any provisions herein without the consent or approval of any other Owner unless such amendment materially affects an appurtenant easement benefiting the Parcel of such Owner or further restricts the Parcel of such Owner.

11.6 Force Majeure. Whenever it is provided in this Agreement that any party shall perform or cause to be performed any obligation, it is agreed and understood that said party shall do the same at its sole cost and expense, unless, with respect to said obligation, it is provided otherwise in this Agreement. Temporary failure of performance of any obligation set forth in this Agreement due to fire or other casualty, acts of God, labor difficulties or other causes beyond the reasonable control of said party shall not be deemed a default of said obligation if said obligation shall be performed within a reasonable time after the time of the elimination of said cause, provided that obligations requiring the payment of money shall not be extended.

11.7 Severability. If any term or provision of this Agreement, or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (1) personal delivery service with charges therefor billed to shipper; (2) overnight delivery service with charges therefor billed to shipper, addressed as set forth herein below, or at such other address as the parties may have designated by ten (10) days notice to the others given as provided above. Any notice or communication sent as herein above provided shall be deemed given or delivered: (1) upon receipt if personally delivered or; (2) upon delivery by any overnight delivery service. Any notice or communication required or permitted hereunder shall be addressed as follows:

Mirror Lake:	Mirror Lake, LLC 201 Maple Street P.O. Box 280 Carrollton, Georgia 30017 Attention: H. B. Lipham, III
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The Bank:	West Georgia National Bank
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725 West Bankhead Highway
P.O. Box 129
Villa Rica, Georgia 30180

Sofran: Sofran Mirror Lake, L.P.
6160 Peachtree Dunwoody Road
Building C-100
Atlanta, Georgia 30328
Attention: Frank E. Scott

No Owner except Mirror Lake, the Bank and Sofran, shall be entitled to notice hereunder until such time as such Owner (i) records a notice of its designation as "Owner" of its Parcel hereunder in the Office of the Clerk of the Superior Court of Douglas County, Georgia, herein and (ii) provides such notice to the other Owners in accordance with this Section 11.8

11.9 Timing. Time is of the essence of this Agreement.

11.10 Bank Declaration. By execution hereof, the Bank acknowledges and agrees that:

- 11.10.1 The obligation set forth in Section 1 of the Bank Declaration has been satisfied and the boundaries of the Bank Property are as set forth on Exhibit "B" hereto.
- 11.10.2 The provisions of Section 3(b) of the Bank Declaration shall be waived with respect to one ATM machine attached to the storefront of a supermarket located upon the Shopping Center Property and accessible by customers from the adjacent sidewalk. Except for the waiver in the immediately preceding sentence, the provisions of Section 3(b) of the Bank Declaration shall remain in full force and effect.
- 11.10.3 Provided Sofran completes the Bank Improvements set forth in Section 3.3.3 above, the provisions of Section 4(a) of the Bank Declaration are deleted in their entirety.
- 11.10.4 Notwithstanding the provisions of Section 4(b) of the Bank Declaration, the Bank shall not relocate the curb cuts on the Bank Property without the prior written consent of the Owner of the Shopping Center Property.
- 11.10.5 The provisions of Section 4(c) of the Bank Declaration are deleted in their entirety.
- 11.10.6 The provisions of Section 4(d) of the Bank Declaration are deleted in their entirety.

11.11 Publix Declaration. Be execution hereof, Sofran acknowledges and agrees that the Owner of the Shopping Center Property will not amend or waive the provisions set forth in

1759 0275

Section 5.2, Section 6.1 or the first sentence of Subsection 8.1.1 (the "Restrictions") of that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements (the "Declaration") that encumbers the Shopping Center Development dated on or about the date hereof and recorded or to be recorded in the Douglas County, Georgia Records without the prior written approval of the Owner of the Bank Property. The Owner of the Bank Property shall have thirty (30) days after receipt of a written request for approval of an amendment or waiver together with such other information as is reasonably necessary to evaluate such request to approve or deny any such request, provided that any denial shall set forth in detail the reasons therefor. Failure of the Owner of the Bank Property to respond within such thirty (30) day period shall be deemed approval of such request. Sofran further acknowledges and agrees that the Owner of the Bank Property shall have the right, but not the obligation, to enforce the Restrictions in accordance with Section 9.2 of the Declaration.

11.12 Estoppels. At any time an Owner (the "Requesting Owner") may request another Owner provide to the Requesting Owner, its lender, or a prospective purchaser, within ten (10) days from such request, an estoppel letter or certificate stating that, to such Owner's knowledge, the Requesting Owner is in compliance with the provisions of this Agreement and such other information as the Requesting Owner shall reasonably request, and any exceptions thereto.

11.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and all undertakings and agreements previously had between the parties are merged herein and superseded hereby. No representation, promise or inducement not included herein shall be binding upon any party hereto.

[Signatures begin on next page]

BK PG

1759 0276

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

"Mirror Lake"

Signed, sealed and delivered
in the presence of:

MIRROR LAKE, LLC, a Georgia limited
liability company (SEAL)

Dorothy Swafford
Witness

By: Mark M. Young
Mark M. Young, Managing Member

Walter P. Rowe
Notary Public

(NOTARIAL SEAL)

My Commission Expires:



[Signatures continue on next page]

BK PG
1759 0277

"Bank"

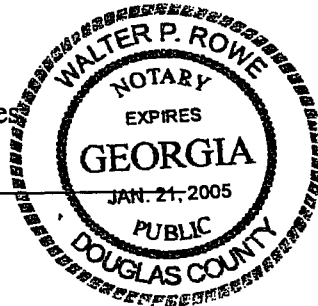
Signed, sealed and delivered
in the presence of:

Dorothy J. Swafford
Witness

Walter P. Rowe
Notary Public

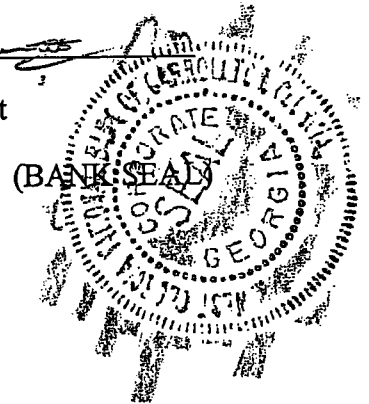
(NOTARIAL SEAL)

My Commission Expires



WEST GEORGIA NATIONAL BANK, a
Georgia banking association

By: H.B. Lipham, III
Executive Vice President



[Signatures continue on next page]

BK PG

1759 0278

"Sofran"

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

(NOTARIAL SEAL)

My Commission Expires



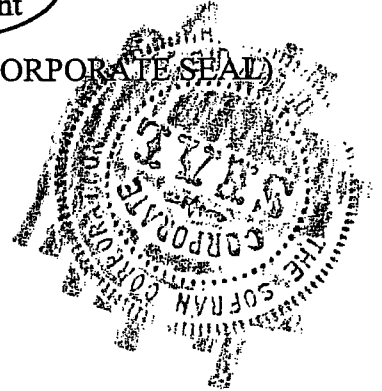
SOFRAN MIRROR LAKE, L.P., a Georgia
limited partnership (SEAL)

By: The Sofran Corporation, a Delaware
corporation, general partner

By:

[Signature]
Norman Zavalkoff
Vice President

(CORPORATE SEAL)





THE

ROBERTSON LOLA ROOF
ARCHITECTS & ENGINEERS

ULTIMATE

PLATE	BLACK 1A
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SPRING 100	BLACK 1A

THE VILLAGE AT MIRROR LAKE

SITE PLAN

EXHIBIT "B"
(Bank Property)

BK PG
1759 0280

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence run northwesterly along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: North 52 degrees 05 minutes 03 seconds West a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 182.49 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 26 degrees 49 minutes 20 seconds West a distance of 182.37 feet); along the arc of a curve to the left an arc distance of 16.38 feet to a 1/2-inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 30 degrees 36 minutes 54 seconds West a distance of 16.38 feet); thence leaving said right-of-way run North 56 degrees 29 minutes 47 seconds East a distance of 40.52 feet to a 1/2-inch rebar set; run thence North 33 degrees 30 minutes 13 minutes West a distance of 12.00 feet to a 1/2-inch rebar set; run thence North 56 degrees 29 minutes 47 seconds East a distance of 194.00 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 218.66 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 154.80 feet to a 1/2-inch rebar set on the northerly right-of-way line of Conners Road; run thence along said right-of-way line the following courses and distances: South 86 degrees 04 minutes 47 seconds West a distance of 121.14 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 41.32 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 59.45 feet to the 1/2 inch rebar set at the TRUE POINT OF BEGINNING; said parcel being shown as Tracts A and B containing 1.615 acres on that certain survey entitled Survey for West Georgia National Bank, prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated March 14, 2003, last revised May 27, 2003, said survey being incorporated herein by reference.

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EXHIBIT "C"
(Page 1 of 3)

1759 0281

Legal Description
(Mirror Lake Parcel)COMMERCIAL PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lot 175 of the 2nd District and 5th Section of Douglas County, Georgia, and Land Lot 176 of the 2nd District and 5th Section of Carroll County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the intersection of the northerly edge of the right of way of Conners Road (60 foot right of way) with the east line of Land Lot 175, said district and section in Douglas County; and proceed thence in a westerly direction along the northerly edge of the right of way of Conners Road 1934.74 feet to a point, said point being the TRUE POINT OF BEGINNING; thence North 03 degrees 55 minutes 04 seconds West along the extended right of way of Conners Road 9.65 feet to a point; thence North 03 degrees 55 minutes 01 seconds West 255.00 feet to a point; thence South 78 degrees 12 minutes 47 seconds West 330.40 feet to a point on the easterly edge of the relocated right of way of Pumpkintown Road; thence in a northwesterly direction along the easterly edge of the relocated right of way of Pumpkintown Road the following courses and distances: Following a curve to the left an arc distance of 188.04 feet to a point (said arc having a radius of 1542.00 feet and being subtended by a chord bearing North 33 degrees 17 minutes 57 seconds West a distance of 187.93 feet); thence North 36 degrees 45 minutes 36 seconds West 146.49 feet to a point; thence North 24 degrees 33 minutes 20 seconds West 27.33 feet to a point; thence North 24 degrees 33 minutes 20 seconds West 174.09 feet to a point; thence North 36 degrees 46 minutes 50 seconds West 65.62 feet to a point; thence North 54 degrees 47 minutes 05 seconds West 137.99 feet to a point; thence North 36 degrees 46 minutes 50 seconds West 96.38 feet to a point; thence North 36 degrees 46 minutes 50 seconds West 547.27 feet to a point; thence departing the right of way of Pumpkintown Road North 89 degrees 48 minutes 18 seconds East 655.29 feet to a point; thence South 56 degrees 09 minutes 17 seconds East 240.66 feet to a point; thence South 78 degrees 01 minutes 02 seconds East 329.44 feet to a point; thence North 77 degrees 07 minutes 44 seconds East 323.89 feet to a point; thence South 03 degrees 58 minutes 56 seconds East 89.38 feet to a point; thence South 13 degrees 54 minutes 13 seconds East 599.47 feet to a point; thence South 24 degrees 42 minutes 31 seconds East 360.30 feet to a point; thence South 04 degrees 06 minutes 18 seconds East 128.81 feet to a point on the northerly edge of the right of way of Conners Road (60 foot right of way); thence South 85 degrees 53 minutes 42 seconds West along the right of way of Conners Road 391.40 feet to a point; thence South 85 degrees 50 minutes 08 seconds West along the right of way of Conners Road 260.08 feet to the point of beginning.

The captioned premises being shown as the Commercial Site of 29.438 acres upon the exhibit plat of the Commercial Site at Mirror Lake prepared April 1, 1999 by Turner Engineering & Land Surveying.

LESS AND EXCEPT:

1759 0282

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); thence continuing along said northeasterly right-of-way line the following courses and distances: along the arc of a curve to the left an arc distance of 78.02 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); along the arc of a curve to the left an arc distance of 74.88 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 35°19'55" W a distance of 74.87 feet); N 36°45'36" W a distance of 147.37 feet to a 1/2 inch rebar set; N 33°06'11" W a distance of 197.24 feet to a 1/2 inch rebar set; N 36°46'50" W a distance of 16.00 feet to a 1/2 inch rebar set; thence leaving said northeasterly right-of-way line and running N 53°08'54" E a distance of 331.00 feet to a 1/2 inch rebar set; thence running S 82°51'54" E a distance of 458.00 feet to a 1/2 inch rebar set; thence running S 69°06'57" E a distance of 457.40 feet to a 1/2 inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line the following courses and distances: S 13°54'13" E a distance of 104.00 feet to a 1/2 inch rebar set; S 24°42'31" E a distance of 243.30 feet to a 1/2 inch rebar set; S 24°42'31" E a distance of 117.00 feet to a 1/2 inch rebar set; S 04°06'18" E a distance of 128.81 feet to a 1/2 inch rebar set on the northerly right-of-way line of Conners Road; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running along said northerly right-of-way line the following courses and distances: S 85°53'42" W a distance of 391.40 feet to a 1/2 inch rebar set; S 85°50'08" W a distance of 260.08 feet to a 1/2 inch rebar set; N 03°55'04" W a distance of 9.65 feet to a 1/2 inch rebar set; S 86°04'47" W a distance of 35.00 feet to a 1/2 inch rebar set on the easterly boundary line of property now or formerly owned by West Georgia National Bank; thence leaving said northerly right-of-way line and running along said easterly boundary line N 26°29'24" W a distance of 373.46 feet to a 1/2 inch rebar set; thence leaving said easterly boundary line and running along the northerly boundary line of said West Georgia National Bank property the following courses and distances: S 56°29'47" W a distance of 194.00 feet to a 1/2 inch rebar set; S 33°30'13" E a distance of 12.00 feet to a 1/2 inch rebar set; S 56°29'47" W a distance of 40.52 feet to a 1/2 inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 15.955 acres, more or less, and being shown on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, last revised May 28, 2003.

AND LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence run northwesterly along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: North 52 degrees 05 minutes 03 seconds West a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 182.49 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 26 degrees 49 minutes 20 seconds West a distance of 182.37 feet); along the arc of a curve to the left an arc distance of 16.38 feet to a 1/2-inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing North 30 degrees 36 minutes 54 seconds West a distance of 16.38 feet); thence leaving said right-of-way run North 56 degrees 29 minutes 47 seconds East a distance of 40.52 feet to a 1/2-inch rebar set; run thence North 33 degrees 30 minutes 13 minutes West a distance of 12.00 feet to a 1/2-inch rebar set; run thence North 56 degrees 29 minutes 47 seconds East a distance of 194.00 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 218.66 feet to a 1/2-inch rebar set; run thence South 26 degrees 29 minutes 24 seconds East a distance of 154.80 feet to a 1/2-inch rebar set on the northerly right-of-way line of Conners Road; run thence along said right-of-way line the following courses and distances: South 86 degrees 04 minutes 47 seconds West a distance of 121.14 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 41.32 feet to a 1/2 inch rebar set; South 85 degrees 37 minutes 31 seconds West a distance of 59.45 feet to the 1/2 inch rebar set at the TRUE POINT OF BEGINNING; said parcel being shown as Tracts A and B containing 1.615 acres on that certain survey entitled Survey for West Georgia National Bank, prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated March 14, 2003, last revised May 27, 2003, said survey being incorporated herein by reference.

EXHIBIT "D"
(Page 1 of 2)

BK PG
1759 0284

Legal Description
(Shopping Center Tract)

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); thence continuing along said northeasterly right-of-way line along the arc of a curve to the left an arc distance of 78.02 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); thence leaving said northeasterly right-of-way line and running N 56°29'47" E a distance of 98.45 feet to a 1/2 inch rebar set; thence running S 33°30'13" E a distance of 10.00 feet to a 1/2 inch rebar set; thence running N 56°29'47" E a distance of 120.59 feet to a 1/2 inch rebar set; thence running N 43°31'52" W a distance of 200.72 feet to a 1/2 inch rebar set; thence running N 28°50'02" W a distance of 261.00 feet to a 1/2 inch rebar set; thence running N 53°08'54" E a distance of 115.00 feet to a 1/2 inch rebar set; thence running S 82°51'54" E a distance of 458.00 feet to a 1/2 inch rebar set; thence running S 69°06'57" E a distance of 457.40 feet to a 1/2 inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line S 13°54'13" E a distance of 104.00 feet to a 1/2 inch rebar set; thence continuing along said westerly boundary line S 24°42'31" E a distance of 243.30 feet to a 1/2 inch rebar set; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running S 70°59'10" W a distance of 331.54 feet to a 1/2 inch rebar set; thence running S 85°50'08" W a distance of 30.16 feet to a 1/2 inch rebar set; thence running S 33°57'15" W a distance of 19.18 feet to a 1/2 inch rebar set; thence running S 04°09'52" E a distance of 97.91 feet to a 1/2 inch rebar set; thence running N 85°50'08" E a distance of 27.72 feet to a 1/2 inch rebar set; thence running S 04°09'52" E a distance of 40.02 feet to a 1/2 inch rebar set on the northerly right-of-way line of Conners Road; thence running along said northerly right-of-way line S 85°53'42" W a distance of 15.72 feet to a 1/2 inch rebar set; thence continuing along said northerly right-of-way line S 85°50'08" W a distance of 62.00 feet to a 1/2 inch rebar set; thence leaving said northerly right-of-way line and running N 04°09'52" W a distance of 153.00 feet to a 1/2 inch rebar set; thence running S 85°50'08" W a distance of 291.84 feet to a 1/2 inch rebar set on the easterly boundary line of property now or formerly owned by West Georgia National Bank; thence running along said easterly boundary line N 26°29'24" W a distance of 218.66 feet to a 1/2 inch rebar set; thence

EXHIBIT "D"
(Page 2 of 2)

BK PG
1759 0285

Legal Description
(Shopping Center Tract)

leaving said easterly boundary line and running along the northerly boundary line of said West Georgia National Bank property the following courses and distances: S°56°29'47" W a distance of 194.00 feet to a 1/2 inch rebar set; S 33°30'13" E a distance of 12.00 feet to a 1/2 inch rebar set; S 56°29'47" W a distance of 40.52 feet to a 1/2 inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 11.217 acres, more or less, and being shown as "Shopping Center Tract" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, last revised May 28, 2003.



Doc ID: 000322880007 Type: GLR
Filed: 12/18/2003 at 12:01:00 PM
Fee Amt: Page 1 of 7
Douglas County Georgia
Cindy Chaffin Clerk Superior Court

BK 1886 PG 686-692

EXCEPTION 8
Schedule B - Part II
RTG#2-14163

ew
AFTER RECORDING PLEASE RETURN TO:
Suzan E. Roth, Esq.
Scoggins & Goodman, P.C.
2800 Marquis One Tower
245 Peachtree Center Avenue, NE
Atlanta, Georgia 30303-1227

Cross Reference to Deed Book 1759,
Page 260, Office of the Clerk of the
Superior Court of Douglas County,
Georgia

FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (this "First Amendment"), is made as of the 18 day of December, 2003, by and among MIRROR LAKE, LLC, a Georgia limited liability company ("Mirror Lake"), WEST GEORGIA NATIONAL BANK (the "Bank") and SOFRAN MIRROR LAKE, L.P., a Georgia limited partnership ("Sofran").

RECITALS:

WHEREAS, Mirror Lake, the Bank and Sofran entered into that certain Reciprocal Easement Agreement, dated as of June 2, 2003, and recorded in Deed Book 1759, Page 260, Office of the Clerk of the Superior Court of Douglas County, Georgia (the "REA"); and

WHEREAS, the parties hereto desire to amend the REA as set forth herein; and

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The Site Plan attached to the REA as Exhibit "A" is deleted and the Site Plan attached hereto as Exhibit "A" and incorporated herein is substituted therefor.

First Amendment to REA
Mirror Lake, L.P.
99389v2 019-30401

BK PG
1886 0687

2. Section 11.8 of the REA entitled "Notices" is amended by deleting the notice addresses of Mirror Lake and the Bank and substituting the following therefor:

Mirror Lake: Mirror Lake, LLC
725 West Bankhead Highway
P.O. Box 129
Villa Rica, Georgia 30180

The Bank: West Georgia National Bank
201 Maple Street
P.O. Box 280
Carrollton, Georgia 30017
Attention: H. B. Lipham, III

3. Whenever terms are used in this First Amendment but are not defined herein, such terms shall have the same meaning as set forth in the REA.

4. Except as modified by this First Amendment, the parties hereby reaffirm each and every provision, term, covenant, agreement and condition of the REA. In the event of any conflict between the terms of the REA and the terms of this First Amendment, the terms of this First Amendment shall control.

5. This First Amendment may be executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

[Signatures Begin on Next Page]

BK PG
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IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MIRROR LAKE, LLC, a Georgia limited
liability company (SEAL)

Law M. Bell
Witness

By: MM
Name: Mark Young
Title: Member

Thelma A. Cook
Notary Public

My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 24, 2004



[Signatures continue on next page]

BK PG

1886 0689

Signed, sealed and delivered
in the presence of:

Alycia S. Nogis
Witness

Junice b. Cantrell
Notary Public
My Commission Expires

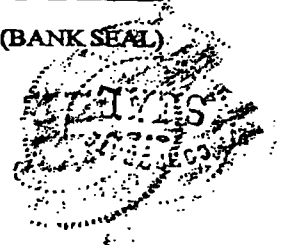


(NOTARIAL SEAL)

WEST GEORGIA NATIONAL BANK, a
National banking association

By: [Signature]
Name: H. B. Latham III
Title: Executive Vice President

(BANK SEAL)


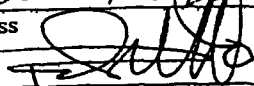


[Signatures continue on next page]

BK PG
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Signed, sealed and delivered
in the presence of:

SOFRAN MIRROR LAKE, L.P., a Georgia limited
partnership


Witness 

Notary Public

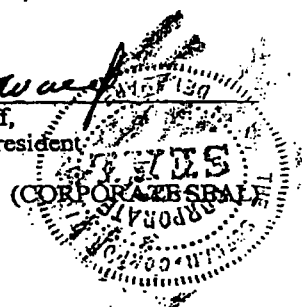
My Commission Expires

(NOTARIAL SEAL)



By: The Sofran Corporation, a Delaware
corporation

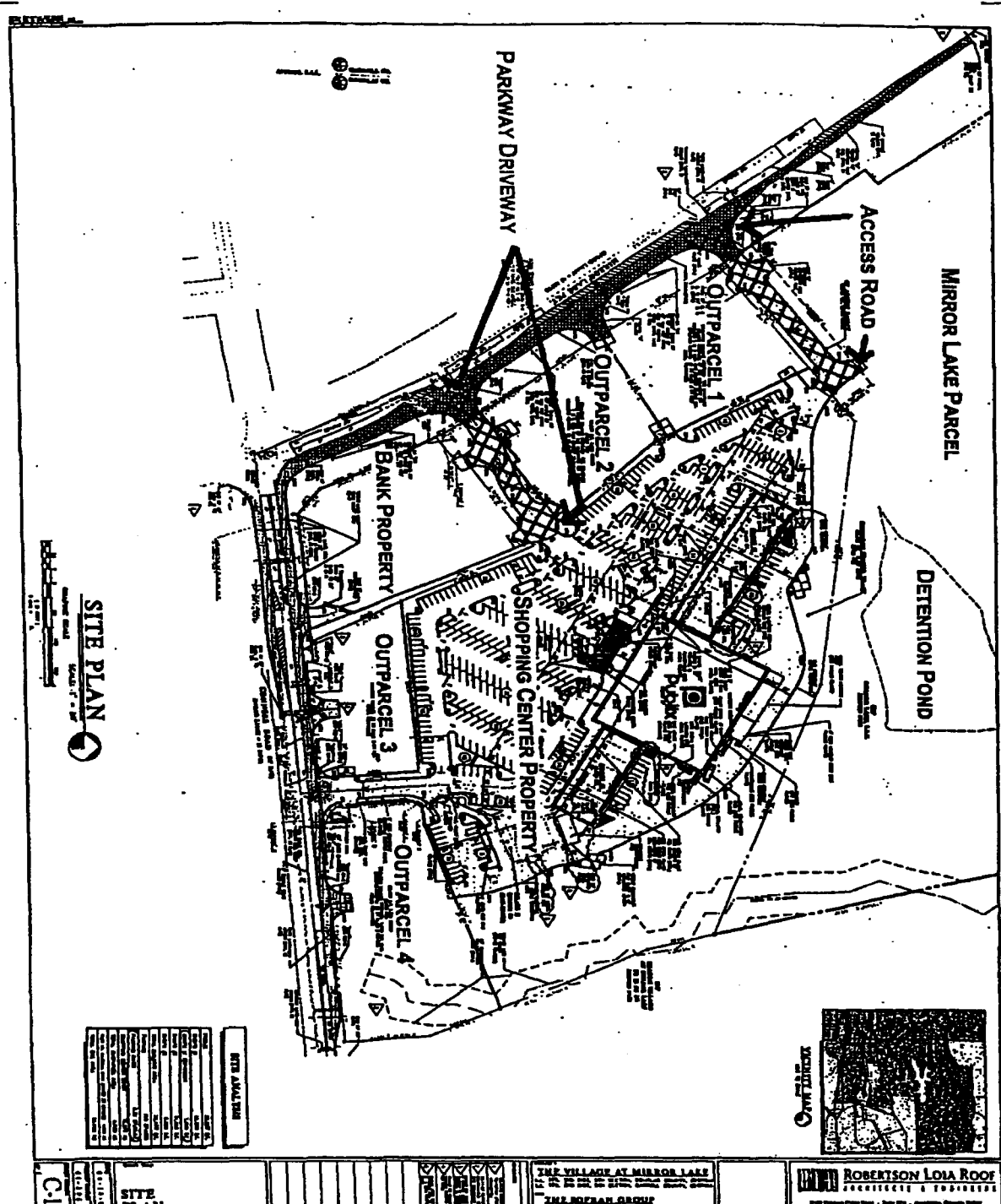
By: 
Norman Zavalkoff,
Executive Vice President



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EXHIBIT "A"



BK PG
1886 0692

2

CONSENT OF BANK OF AMERICA, N.A.

The undersigned, being "Grantee" under that certain Deed to Secure Debt, Assignment and Security Agreement, dated June 2, 2003, and recorded in Deed Book 1759, Page 329, Office of the Clerk of Superior Court of Douglas County, Georgia, hereby consents to the foregoing First Amendment to Reciprocal Easement Agreement this 24 day of December, 2003.

Signed, sealed and delivered
in the presence of:

BANK OF AMERICA, N.A., a national
banking association

Ruth I. Rodriguez

Witness

Sau C. Martin
Notary Public

Notary Public, Newton County, Georgia
My Commission Expires Aug. 30, 2007
My Commission Expires:

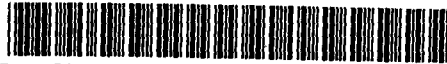
By: [Signature]
Name: MICHAEL E. LLOYD
Title: AVP

[BANK SEAL]



(NOTARIAL SEAL)





Doc ID: 000881590004 Type: GLR
Filed: 03/18/2005 at 10:40:00 AM
Fee Amt: Page 1 of 4
Douglas County Georgia
Cindy Chaffin Clerk Superior Court

BK 2124 PG 854-857

FILED

2005 MAR 18 A 10:40

SUPERIOR COURT
DOUGLAS COUNTY, GA
CINDY W. CHAFFIN, CLK
RETURN TO:
AFTER RECORDING PLEASE RETURN TO:
RICHARD J. BEAM, JR.
RAMSAY TITLE GROUP, LLC
6400 ATLANTIC BOULEVARD, SUITE 170
NORCROSS, GEORGIA 30071
(770) 447-6235 2-13275

Cross Reference to Deed Book 1759,
Page 260, Office of the Clerk of the
Superior Court of Douglas County,
Georgia and Deed Book 1886, Page
686, aforesaid records.

SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT
(this "Second Amendment"), is made as of the 15th day of MARCH, 2005, by
VILLAGE MIRROR, LLC, a Georgia limited liability company and **VILLAGE MIRROR
RAVENAL, LLC**, a Delaware limited liability company (collectively, "Village").

RECITALS:

WHEREAS, Sofran Mirror Lake, L.P., predecessor in interest as Owner of the Shopping Center Property to Village, entered into that certain Reciprocal Easement Agreement, dated as of June 2, 2003, and recorded in Deed Book 1759, Page 260, Office of the Clerk of the Superior Court of Douglas County, Georgia, as amended by First Amendment to Reciprocal Easement Agreement, recorded in Deed Book 1886, Page 686, aforesaid records (collectively, the "REA"); and

WHEREAS, Village desires to amend the REA as set forth herein; and

NOW, THEREFORE, Village hereby amends the REA as follows:

1. The Owner of the Shopping Center Property will not grant its consent as required pursuant to 9.3 of the REA to the use of the Bank Property as a car wash without the prior written consent of the owner of Outlot 3 if Outlot 3 is then being used as a car wash.

BK PG
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2. Whenever terms are used in this Second Amendment but are not defined herein, such terms shall have the same meaning as set forth in the REA.

3. Except as modified by this Second Amendment, Village hereby reaffirms each and every provision, term, covenant, agreement and condition of the REA. In the event of any conflict between the terms of the REA and the terms of this Second Amendment, the terms of this Second Amendment shall control.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

VILLAGE MIRROR, LLC, a Georgia
limited liability company (SEAL)

[Signature]
Witness

By: *[Signature]*
Name: KEVIN W. OATZ
Title: Principal Agent

Aida Rivinius
Notary Public

My Commission Expires:

Nov. 19, 2005

(NOTARIAL SEAL)

AIDA RIVINIUS
Notary Public, Gwinnett County, Georgia
My Commission Expires November 19, 2005

[Signatures Continue on Next Page]

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Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Aida Rivinius
Notary Public

My Commission Expires:

November 19, 2005

(NOTARIAL SEAL)
AIDA RIVINIUS
Notary Public, Gwinnett County, Georgia
My Commission Expires November 19, 2005

VILLAGE MIRROR RAVENAL, LLC, a Delaware
limited liability company (SEAL)

By: [Signature]
Name: Kevin W. Oatis
Title: Principal/Agent