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[Signature]
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RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into on the 28 day of August, 2003, by and between H. DENNIS WETHERINGTON, of the County of Lowndes, State of Georgia, of the first part, hereinafter referred to as "Owner", and CANAAN PROPERTIES, LLC, a Georgia limited liability company, of the second part, hereinafter referred to as "Purchaser",

WITNESSETH

WHEREAS, the Owner is the owner of that certain 1.885 acre tract of land shown as Parcel A on that certain survey entitled "Survey for H. Dennis Wetherington" dated June 12, 2003, as prepared by Harris Surveying and Engineering Company, Inc., and as recorded in Plat Cabinet A, at Page 2219 of the deed records of the Clerk of Superior Court of Lowndes County, Georgia; and;

WHEREAS, Owner is also the Owner of that certain 2.039 acre tract of land shown as Parcel B on the above referenced plat of survey and has agreed to sell the 2.039 acre tract shown as Parcel B to the Purchaser, who is the owner of that certain 3.693 acre tract of land also shown as Parcel B on the above referenced plat of survey; and

WHEREAS, there are various access easements and utility easements traversing all three properties as well as a sign easement which effects all of the properties and the Owner and Purchaser desire to set out the various rights of each party to the properties; and

WHEREAS, Owner and Purchaser also desire to dedicate, create and establish joint and reciprocal easements over and across all three parcels for the benefit of each of said parcels. Both parties desire that the said joint and reciprocal easements be granted in perpetuity for the use, benefit and enjoyment of each current and subsequent owner and their successors in title to all three parcels, respectfully;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the benefits to be derived by Owner and Purchaser and each and every subsequent owner and their successors in title to all three parcels as above described, Owner and Purchaser hereby create, establish, promulgate, set up and declare the joint and reciprocal easements set forth herein, for the use, benefit and enjoyment of the parties hereto and the subsequent owners and successors in title to the real property as above described, being Parcel A, consisting of 1.885 acres; Parcel B consisting of 2.039 acres; and Parcel B consisting of 3.693 acres all according to the above referenced plat of survey. Said Easements shall be hereby created and established in keeping with the remaining provisions hereof.

1. Owner and Purchaser hereby create non-exclusive joint and reciprocal easements in perpetuity for vehicle and pedestrian traffic in, over, upon and across that certain 20 foot access easement and 30 foot access easement as shown on the above referenced plat of survey for access to and ingress and egress to and from Gornto Road, through Parcel A and Parcel B (combined 5.732 acres). Said easement area shall continue to be used for ingress and egress by the present owners of said property and by the subsequent owners and successors in title of all of the parcels. Both parties acknowledge that the maintenance costs of said easements shall be paid by the owner on whose property the same is located. If either party fails to maintain the easement or parking areas, the other party shall have the right, but not the obligation to do so, after ten days written notice to the other party stating the expense involved and the nature of the job. Upon completion the non-defaulting party shall have the right to lien the property of the other party and/or sue said party on open account for said expenses provided the bill is not paid within ten days of receipt of the same. If

2. Both parties acknowledge that certain sign easement and use agreement as recorded in Deed Book 2461, at Page 19, of the Lowndes County, Georgia, Deed Records, affecting all three parcels as above described. Both parties agree that the message portion on said sign shall be retained by the Owner for his exclusive use and the balance of the signage shall be shared equally as to expense. The usage of the balance of the signage, excluding J. P. Muldoon's section, shall be shared by Owner as to 1/3 and Purchaser as to 2/3. If either party fails to pay their portion of the sign expense, the other party shall have the right, but not the obligation to pay it after ten days written notice to the other party stating the expense involved and the nature of the job. The non-defaulting party shall have the right to lien the property of the other party and/or sue said party on open account for said expenses provided the bill from the non-defaulting party is not paid within ten days of receipt of the same by the defaulting party. Any changes to the existing signage shall be by unanimous agreement between the owner of Parcel A and the owner of Parcel B.

3. A. The driveways and parking areas which now exist on the three parcels of land and any new and replacement driveways and parking areas within said areas shall be cleaned, maintained, repaired and replaced by the owner of the Parcels and if either party fails to maintain his property, then the other party shall have the right, but not the obligation to do so after ten days written notice to the other party stating the expense involved and the nature of the job. Upon completion the non-defaulting party shall have the right to lien the property of the other party and/or sue said party on open account for said expenses provided the bill is not paid within ten days of receipt of the same.

B. Additionally, any exterior lighting located on the parcels being Parcel A, containing 1.885 acres and Parcel B containing 2.039 acres; and the maintenance expense of the same shall be shared proportionately in accordance with the total square footage owned by each party, which is currently 48% for the Owner and 52% for the Purchaser and all maintenance decisions shall be unanimous. Both parties agree that the hours of operation will be agreed upon by the parties; however, the lights will be on at least from thirty minutes before sunset to 10:00 p.m. If either party fails to pay their portion of the lighting expense, the other party shall have the right, but not the obligation to pay it after ten days written notice to the other party stating the expense involved. The non-defaulting party shall have the right to lien the property of the other party and/or sue said party on open account for said expenses provided the bill from the non-defaulting party is not paid within ten days of receipt of the same by the defaulting party.

4. Both parties acknowledge that a 30 foot sanitary sewer easement traverses all three Parcels of land as shown on the above referenced plat of survey. Both Parties hereby create non-exclusive joint and reciprocal easements in perpetuity for the installation of, use and enjoyment of said sanitary sewer lines and appurtenant facilities as above referenced, as well as storm sewer lines, which serve all three parcels of land. Both Parties agree for themselves and the future owners and the successors in title to the property that they shall have the permanent right to use and enjoy said Sanitary Sewer Easements and the sewer lines and appurtenant facilities, as well as storm sewer lines, installed within said easement areas and both parties agree that the location of the sewer lines and facilities may be changed and altered by the party on whose property the same is located; however, the changes, or the relocation, of said Sanitary Sewer Easements and or lines and appurtenant facilities, as well as storm sewer lines, shall not be allowed to adversely affect the right of the owner of any other Parcel to use and enjoy the Sanitary Sewer Easement, and the sewer lines and appurtenant facilities, as well as storm sewer lines, and to have the uninterrupted use and enjoyment thereof.

The sanitary sewer lines and appurtenant facilities, as well as storm sewer lines, which now exist within the Sanitary Sewer Easements and any new and replacement lines and facilities shall be maintained, repaired and replaced by the owner on whose property the same is located. If either party fails to maintain his property, then the other party shall have the right, but not the obligation to do so after ten days written notice to the other party stating the expense involved and the nature of the job. Upon completion the non-defaulting party shall have the right to lien the property of the other party and/or sue said party on open account for said expenses provided the bill is not paid within ten days of receipt of the same.

5. Purchaser acknowledges that there is presently a 60 foot wide REA easement and a 20 foot sanitary sewer easement traversing Parcel B consisting of 3.693 acres, both of which Purchaser agrees to be responsible for the maintenance of the same and which are both shown on the above referenced plat of survey.

6. Both parties acknowledge and agree that Parcel B shown as 2.039 acres on the above referenced plat of survey which is being purchased from the Owner by the Purchaser has located thereon two handicapped parking spaces located adjacent to Parcel A and that both parties agree the exclusive use of the same shall be by the Owner of Parcel A, his patrons, customers and clientele.

→ RESERVED 2 SPACES
FOR PARCEL A

7. Owner and Purchaser hereby create non-exclusive joint and reciprocal easements in perpetuity over and across Parcel A and Parcel B (5.732 acres) for the installation of and use and enjoyment of the pipes, lines and appurtenant facilities for water, telephone, electricity and gas in order to provide all such services to all parcels. Said utility lines and services are presently in place and are located within the shoulders, driveways and walkway areas shown on the said plat. Owner and Purchaser agree that the location of said utility lines and services may be changed or altered by the owners of the respective property on which such change or relocation is made, however, the change or relocation of said utility lines and services shall not be allowed to adversely affect the right of the owner of the other Parcel to use and enjoy said utility lines and services and to have the uninterrupted use, enjoyment and benefit of said utility lines and services.

The utility lines and services which now exist and any new and replacement utility lines and services shall be maintained by the owners of Parcel A and the owners of Parcel B (5.732 acres) on the following basis:

(i) Any of said utility lines and services which are physically located on Parcel A shall be the sole responsibility of the owner of Parcel A.

(ii) Any of said utility lines and services which are physically located on Parcel B (5.732 acres) shall be the sole responsibility of the owner of Parcel B (5.732 acres).

In order to protect the value of the respective properties and to insure the proper use and enjoyment of the utility lines and services, and notwithstanding the obligations of the respective parties as set forth above, the owner of either parcel of property shall have an Easement for reasonable access to said utility lines and services and shall have the full and unrestricted right to cause the maintenance, repair and replacement of said utility lines and services as may be necessary to so insure the proper use, enjoyment and benefit thereof by such party.

8. Owner and Purchaser and their respective successors in title acknowledge and agree that this Declaration of Joint and Reciprocal Easements and the easements, rights and privileges granted herein, are essential to the use and enjoyment of each respective parcel of property and that each of said respective owners shall cooperate fully with the other owners with respect to the use and enjoyment of all of the Easements, rights and privileges granted herein.

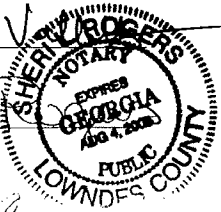
This Declaration of Joint and Reciprocal Easements and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of Owner and Purchaser and their respective legal representatives, successors, heirs, grantees, assigns and successors in title to both Parcel A and Parcel B (5.732 acres). All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with real property which is both hereby burdened and benefited. Any conveyance of either Parcel A or Parcel B (5.732 acres) shall also convey the rights, privileges, duties and obligations contained in this Declaration of Joint and Reciprocal Easements, regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

SIGNATURES CONTINUED ON NEXT PAGE

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IN WITNESS WHEREOF, Owner and Purchaser have caused this Declaration of joint and Reciprocal Easements to be duly executed and delivered under its hand and seal, on the day and year first above written.

Signed, sealed and delivered in
the presence of:

Joseph E. V...
Unofficial Witness
Sheri L...
Notary Public


Judith K. Cooper
Unofficial Witness

Tanya Cone
Notary Public


H. Dennis Wetherington (seal)
H. DENNIS WETHERINGTON, Owner

OWNER

CANAAN PROPERTIES, LLC (seal)

By: Livingstone A. Rasalam
Livingstone A. Rasalam, Manager/Member

PURCHASER