

01094
00306

0005542

BOOK 1094 PAGE 306

Easement Agreement

After recording, return to:
Wallace D. Bonner, Jr.
MOORE, CLARKE, DuVALL & RODGERS, P.C.
P.O. Drawer 71727
Albany, Georgia 31708
1263.143 - WDB

LEE COUNTY
RECORDED ON
Aug. 30 2006
8:30 AM 1094 306
Sara Clark Deputy
COUNTY CLERK
LEE COUNTY, GA

STATE OF GEORGIA
COUNTY OF Polk

THIS EASEMENT AGREEMENT, made the 21st day of August, 2006, by and between AMERICAN BANKING COMPANY d/b/a AMERIS, as party of the first part, hereinafter called "Grantor", and BELL SOUTH TELECOMMUNICATIONS, INC., as party of the second part, hereinafter called "Grantee".

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Land Lot 211 of the Second Land District of Lee County, Georgia, said property being described more particularly in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, Grantee owns certain telecommunications equipment which presently encroaches on the southern boundary of the Grantor's property, said equipment being more particularly identified and defined as that certain "BellSouth Telephone Box - 4.0' into Property" as shown on the attached Exhibit "B" which is entitled "Preliminary Plat - Subdivision of Lot 3, Flint Ventures Commercial Subdivision"; said encroaching equipment being referred to hereinafter as the "BellSouth Equipment"; and

WHEREAS, BellSouth Telecommunications, Inc., is a successor in interest to Southern Bell Telephone & Telegraph Company; and

WHEREAS, Grantee is desirous of securing an easement for the BellSouth Equipment; and

WHEREAS, Grantee has certain underground cables including, but not limited to copper and fiber cables, which cross the Grantor's property, as said underground telecommunications line is generally shown on Exhibit "B", as "Underground Telephone (Typical) and/or UGT"; which underground cable the Grantee has agreed to relocate from the Grantor's property and onto existing rights-of-way.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Grantor and the Grantee do hereby agree and covenant as follows:

(1) Grantor does hereby grant and convey unto said Grantee, the right to repair and maintain the existing BellSouth Equipment, either by its own efforts or through the efforts of its agents, contractors, or subcontractors over, across and through a portion of the Grantor's Property, described as follows:

That certain area described as being the existing location of the BellSouth Equipment as shown on Exhibit "B" including an additional five feet (5) buffer area around the BellSouth Equipment which shall extend in a western, northern, and eastern direction for a distance of five feet (5) in each direction from the existing BellSouth Equipment as said equipment is shown on Exhibit "B".

(2) Grantee hereby agrees to indemnify and hold Grantor harmless against any and all claims of real or personal property damages or personal injury damages or any other claims whatsoever resulting from the construction, maintenance, repair or removal of, or failure to maintain and repair, the BellSouth Equipment, and all expenses relative to construction, maintenance, and repair thereof to be borne by Grantee.

(3) Grantee agrees that it will be responsible for the restoration of the easement area after construction, maintenance, or repair of the BellSouth Equipment so that the ground affected thereby will be left in the same or better condition than prior to the commencement of such construction, maintenance or repair. Grantee, as a condition of the granting of this easement, agrees and covenants that should Grantee enter the easement area in order to maintain, remove, replace, or repair said BellSouth Equipment, Grantee will, at its expense, fully replace to its condition prior to commencement of such activities, all improvements and landscaping (as well as soil thereunder) removed, destroyed or disturbed by the said Grantee in its said maintenance, removal, replacement, or repair of said BellSouth Equipment.

(5) As a condition of the granting of this easement, the Grantee agrees and covenants that the Grantee will, at Grantee's sole expense, remove and relocate any and all underground cables including, but not limited to, copper and fiber cables, which cross the property of the Grantor, including, but not limited to, the underground telecommunications line(s) generally shown on Exhibit "B", as "Underground Telephone (Typical) and/or UGT". Grantee agrees that within six (6) months from the date of this Easement Agreement that Grantee will relocate, at its sole expense, the underground cabling referenced above from Grantor's property and onto existing, adjacent rights-of-way. The Grantee shall have a temporary construction easement to go onto, over, across, and under the property of the Grantor for the purpose of removing said cabling. Upon Grantor's removal of said cabling from Grantor's property, any and all easement rights of the Grantee in the Grantor's property shall terminate, except for the express easement granted herein for the BellSouth Equipment.

(6) This instrument is intended to convey only an easement for the aforesaid purpose; said easement being limited as aforesaid with all rights conveyed hereunder to cease and revert to Grantor at such time as Grantee shall cease to use said portion of Grantor's property for the purposes set forth herein.

(7) The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors and assigns, and this Agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

[Signatures on following page]

[Signatures from previous page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and their seals on the day and year above first written.

GRANTOR: AMERICAN BANKING COMPANY,
d/b/a AMERIS

By: [Signature]
Title: VP
Print Name: Don Monk
Attest: [Signature]
Title: SENIOR VICE-PRESIDENT
Print Name: CHARLES P. OWENS

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
[Signature]
Notary Public

Commission Expiration Date: Oct 24, 2009
[NOTARY SEAL]



GRANTEE: BELLSOUTH
TELECOMMUNICATIONS, INC.

By: [Signature]
Title: AREA MANAGER
Print Name: BRUCE P. SHARER
Attest: [Signature] 7-21-06
Title: LCM
Print Name: RONALD H. SLENGE

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
[Signature]
Notary Public
Commission Expiration Date: 02-03-08
[NOTARY SEAL]



Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 211 in the Second Land District of Lee County, Georgia, and being more particularly described as all of Lot 3, containing a total of 6.00 acres, according to a map or plat of said subdivision entitled "Minor Subdivision Plat, Lot 3, Flint Ventures Commercial Subdivision", prepared by Lanier Engineering, Inc. dated March 8, 2006, and recorded in Plat Cabinet E, Slide E-143A, in the office of the Clerk of Superior Court of Lee County, Georgia, which plat is incorporated herein by this specific reference thereto.

01385
00048

000844

BOOK 1385 PAGE 0048
GEORGIA, LEE COUNTY
FILED FOR RECORD ON
3-9-2010
TIME 10:20 AM BOOK 1385 PG 048
RECORDED 3-9-2010
Beth J. Messer, Dep.
SABA CLARK, CLERK
S.C.L.C., GA

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

After recording, return to:

Robert F. Foxworth, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo
One Financial Center
Boston, MA 02111

STATE OF GEORGIA

COUNTY OF LEE

RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (this "Agreement"), is made and entered into this 5th day of March, 2010, by and among AMERIS BANK, a Georgia bank (f/k/a AMERICAN BANKING COMPANY d/b/a Ameris) ("Ameris"), CVS 2593 GA, L.L.C., a Delaware limited liability ("CVS"), and FLINT VENTURES, LLC, a Georgia limited liability company ("Flint")

WITNESSETH:

WHEREAS, Ameris is the owner of that certain tract of land consisting of approximately 1.404 acres ("Ameris Parcel 1") that certain tract of land consisting of approximately 0.849 acres ("Ameris Parcel 2"), and that certain tract of land consisting of approximately 1.251 acres ("Ameris Parcel 3" and, together with Ameris Parcel 1 and Ameris Parcel 2, collectively, the "Ameris Parcel"), each located in Lee County, Georgia, and each being more particularly described in Exhibit "A-1" attached hereto and incorporated herein. Ameris Parcel 1, Ameris Parcel 2 and Ameris Parcel 3 are labeled "Lot 1", "Lot 2" and Lot 3", respectively, on the subdivision plan (the "Subdivision Plan") attached hereto as Exhibit "B" and by this reference made a part hereof; and

WHEREAS, by virtue of a deed from Ameris of even date herewith, CVS is the owner of that certain tract of land consisting of approximately 1.86 acres ("CVS Parcel 1") and that certain tract of land consisting of approximately 0.64 acres ("CVS Parcel 2" and, together with CVS Parcel 1, collectively, the "CVS Parcel"), each located in Lee County,

Georgia and each being more particularly described in Exhibit "A-2" attached hereto and incorporated herein. CVS Parcel 1 and CVS Parcel 2 are labeled "Lot 4" and "Lot 5", respectively, on the Subdivision Plan; and

WHEREAS, Flint is the owner of that certain tract of land consisting of approximately ___ acres, located adjacent to and to the east of the Ameris Parcel and the CVS Parcel (the "Flint Parcel", each of the Ameris Parcel, the CVS Parcel and the Flint Parcel being hereinafter sometimes referred to as a "Parcel"), as more particularly described in Exhibit "A-3" attached hereto and incorporated herein and labeled "Flint Parcel" on the Subdivision Plan; and

WHEREAS, the parties hereto intend to grant and convey certain easements to facilitate the development, use and operation of the Ameris Parcel, the CVS Parcel and the Flint Parcel, and to restrict the use of the Ameris Parcel and the CVS Parcel, as more particularly set forth below:

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner"), intending to be legally bound, do hereby agree as follows:

1. Grant of Easements by Ameris for the benefit of CVS and the CVS Parcel. Ameris hereby grants, bargains, sells and conveys to CVS the following easements for the benefit of CVS, the CVS Parcel, CVS's employees, agents and invitees and, to the extent title to the CVS Parcel is leased, transferred or assigned by CVS, to its successors and assigns:

1.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement for pedestrian and vehicular access over, across, upon and through the portions of the Shared Driveway (as hereinafter defined) which are located on the Ameris Parcel. As used herein, the "Shared Driveway" shall mean the driveway to be constructed by CVS between Ameris Lot 1, Ameris Lot 2 and CVS Lot 1 and across Ameris Lot 3, as set forth below, in order to provide a means of access to and from the Parcels and Forrester Parkway and U.S. Highway 19, as shown on the Subdivision Plan. The Shared Driveway is labeled "25' INGRESS/EGRESS EASEMENT 0.457 AC." on the Subdivision Plan.

1.2 Storm Water Drainage Easements.

1.2.1 A perpetual, non-exclusive storm water drainage easement over, across, upon and through the Ameris Parcel for the discharge of surface storm water drainage and/or runoff from CVS Parcel I to the Detention Facility (as hereinafter defined). Such storm water drainage easement shall have a width of five

feet on either side of the centerline of a storm water pipe installed by CVS to direct the flow of surface storm water drainage and/or runoff from CVS Parcel 1 to the Detention Facility. The location of such storm water drainage easement shall be subject to Ameris' prior approval, which shall not be unreasonably or arbitrarily withheld or conditioned.

- 1.2.2 A perpetual, non-exclusive storm water drainage easement over, across, upon and through Ameris Parcel 1 for the discharge of surface storm water drainage and/or runoff from the Detention Facility to U.S. Highway 19. Such storm water drainage easement shall have a width of five feet on either side of the centerline of a storm water pipe installed by CVS to direct the flow of surface storm water drainage and/or runoff from the Detention Facility to U.S. Highway 19. The location of such storm water drainage easement shall be subject to Ameris' prior approval, which shall not be unreasonably or arbitrarily withheld or conditioned.
- 1.3 Slope Easement. A perpetual, non-exclusive slope easement over, upon, across, through and under the portion of Ameris Parcel 2 labeled "8.00' EASEMENT" on the Subdivision Plan to provide structural support to the Detention Facility. Ameris agrees that it will not disturb such slope or perform any construction on Ameris Parcel 2 which would adversely impact the structural integrity of the Detention Facility.
- 1.4 Temporary Construction and Grading Easement. A temporary construction and grading easement over, across, upon and through such portions of the Ameris Parcel as may be reasonably required for use for normal construction activities in connection with the construction and installation of the Shared Driveway and the Detention Facility, with the performance by CVS of the Ameris Lot 1 Site Work (as hereinafter defined), and with the development of the CVS Parcel. The temporary construction and grading easement granted herein shall automatically expire and terminate upon the completion of Shared Driveway, the Detention Facility and the Ameris Lot 1 Site Work and of the development of the CVS Parcel as contemplated herein.
- 1.5 Maintenance Easements.
 - 1.5.1 A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through such portions of the Ameris Parcel as may be reasonably required in connection with the maintenance, repair and replacement by CVS of the Shared Driveway.

1.5.2 A perpetual, non-exclusive and unobstructed access, ingress and egress easement over, across, upon and through the portion of Ameris Parcel 2 labeled "20' ACCESS EASEMENT" 0.047 AC. (ACCESS TO DRAINAGE POND)" in order to facilitate the maintenance, repair and replacement by CVS of the Detention Facility.

2. Grant of Easements by CVS for the benefit of Ameris and the Ameris Parcel.
CVS hereby grants, bargains, sells and conveys to Ameris the following easements for the benefit of Ameris, the Ameris Parcel, Ameris' employees, agents and invitees and, to the extent title to the Ameris Parcel is leased, transferred or assigned by Ameris, to its successors and assigns:

2.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement for pedestrian and vehicular access (but not parking) over, across, upon and through the curb cuts, driveways, drive aisles and lanes from time to time located on the CVS Parcel, including without limitation the portions of the Shared Driveway which are located on the CVS Parcel.

2.2 Detention Easement. A perpetual, non-exclusive easement over, under, across, upon and through the storm water detention facility to be constructed by CVS on CVS Parcel 2 as set forth below (the "Detention Facility") for the discharge and detention of surface storm water drainage and/or runoff from the Ameris Parcel, up to the following maximum impervious areas based on an assumed curve number of 89: for Ameris Parcel 1, a maximum impervious area of 1.19 acres; for Ameris Parcel 2, a maximum impervious area of 0.72 acres; and for Ameris Parcel 3, a maximum impervious area of 1.06 acres. Prior to any construction on the Ameris Parcel, Ameris shall submit drainage plans and specifications to CVS for review approval, which review shall be limited to ensuring compliance with the aforesaid drainage limits, and which approval shall not be unreasonably withheld. CVS shall have a period of fifteen (15) days following its receipt of such drainage plans and specifications within which it shall either approve the same or provide any comments and/or required modifications thereto. If CVS fails to take either such action within said fifteen (15) day period, the submitted drainage plans and specifications shall be deemed approved. In the event that (i) the engineering limits described in this Section 2.2 above are exceeded, or (ii) in the event of any violation of any law, regulation or ordinance applicable to the Detention Facility occasioned by work performed by or at the direction of Ameris pursuant to this Agreement, Ameris shall (i) cure such exceedence and/or violation with due diligence at it's sole cost and expense, and (ii) indemnify and hold harmless CVS from any liability or expense incurred by CVS resulting from Ameris'

breach of its obligations set forth herein. In the event such exceedence or violation continues for thirty (30) days (or if such exceedence or violation cannot reasonably be cured within such thirty (30) day period, then within a reasonable period) following written notice of such failure from CVS, then CVS shall have the right, at it's sole option, to (i) cure such exceedence or violation, and in such event, Ameris shall, within thirty (30) days following receipt of demand from CVS, pay to CVS the costs and expenses of such cure, or (ii) terminate this easement.

3. Grant of Easements by Ameris for the benefit of Flint and the Flint Parcel. Ameris hereby grants, bargains, sells and conveys to Flint the following easements for the benefit of Flint, the Flint Parcel, Flint's employees, agents and invitees and, to the extent title to the Flint Parcel is leased, transferred or assigned by Flint, to its successors and assigns:

- 3.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement for pedestrian and vehicular access over, across, upon and through the portions of the Shared Driveway which are located on the Ameris Parcel.
- 3.2 Curb Cut Easement. A perpetual, non-exclusive and unobstructed easement for the construction, installation, maintenance, use, repair and replacement, at Flint's sole cost and expense, of a curb cut connecting the Flint Parcel to the Shared Driveway on the portion of the Flint Parcel located due east from the northeastern boundary of Ameris Parcel 3.

4. Grant of Easements by CVS for the benefit of Flint and the Flint Parcel. CVS hereby grants, bargains, sells and conveys to Flint the following easements for the benefit of Flint, the Flint Parcel, Flint's employees, agents and invitees and, to the extent title to the Flint Parcel is leased, transferred or assigned by Flint, to its successors and assigns:

- 4.1 Access Easement. A perpetual, non-exclusive and unobstructed access, ingress and egress easement for pedestrian and vehicular access over, across, upon and through the portions of the Shared Driveway which are located on the CVS Parcel.
- 4.2 Storm Water Drainage Easement. A perpetual, non-exclusive storm water drainage easement over, across, upon and through the CVS Parcel for the discharge of surface storm water drainage and/or runoff from the Flint Parcel to the Detention Facility. CVS shall determine the location of, and shall construct and install on CVS Parcel 2, any headwalls, drains, berms, swells or other drainage systems which CVS deems to be necessary or appropriate to accommodate the flow of surface storm water drainage and/or runoff from the Flint Parcel.

4.3 Detention Easement. A perpetual, non-exclusive easement over, under, across, upon and through the Detention Facility for the discharge and detention of surface storm water drainage and/or runoff from the Flint Parcel in its current state, it being understood that this easement shall terminate and be of no further force or effect at such time as the Flint Parcel is developed for commercial use. The maximum area that may drain from the Flint Parcel to the Detention Facility is 2.47 acres based on an assumed curve number of 57. The foregoing detention easement shall terminate and expire, automatically and without the need for further documentation, at such time as construction of any future development begins on the Flint Parcel, or in the event of any construction on the Flint Parcel which (i) causes discharge and detention of surface storm water drainage and/or runoff from the Flint Parcel in excess of the foregoing limits, or (ii) results in any violation of any law, regulation or ordinance applicable to the Detention Facility.

5. Grant of Easements by Flint for the benefit of CVS and the CVS Parcel. Flint hereby grants, bargains, sells and conveys to CVS the following easements for the benefit of CVS, the CVS Parcel, CVS' employees, agents and invitees and, to the extent title to the CVS Parcel is leased, transferred or assigned by CVS, to its successors and assigns:

5.1 Temporary Construction and Grading Easement. A temporary construction and grading easement over, across, upon and through such portions of the Flint Parcel as may be reasonably required for use for normal construction activities in connection with (i) the construction of the Shared Driveway, and (ii) the construction and installation of a drainage ditch, yard inlet and storm pipe (the "Flint Parcel Drainage Improvements") to direct the flow of surface storm water drainage and/or runoff from the Flint Parcel to the Detention Facility. The temporary construction and grading easement granted herein shall automatically expire and terminate upon the completion of Shared Driveway and the Flint Parcel Drainage Improvements as contemplated herein.

5.2 Radius Encroachment Easement. A perpetual and non-exclusive easement to permit the construction and installation of the Forrester Parkway Curb Cut (as hereinafter defined) within the right of way of Forrester Parkway in front of the Flint Parcel. As used herein, the "Forrester Parkway Curb Cut" shall mean the curb cut which connects the Shared Driveway to Forrester Parkway, as shown on the Subdivision Plan.

6. Grant of Easement by Flint for the benefit of Ameris and the Ameris Parcel. Flint hereby grants, bargains, sells and conveys to Ameris the following easement for the benefit of Ameris, the Ameris Parcel, Ameris' employees, agents and invitees and, to the

extent title to the Ameris Parcel is leased, transferred or assigned by Ameris, to its successors and assigns

6.1 Radius Encroachment Easement. A perpetual and non-exclusive easement to permit the construction and installation of the Forrester Parkway Curb Cut within the right of way of Forrester Parkway in front of the Flint Parcel.

7. Construction and Maintenance Obligations.

- 7.1 CVS shall be responsible, at its sole cost and expense, for completing the following improvements within one (1) year of the date hereof: (a) the initial construction and installation of the Shared Driveway, including the curb cuts which connect the Shared Driveway to U.S. Highway 19 and Forrester Parkway; (b) the initial construction and installation of the Detention Facility and the Flint Parcel Drainage Improvements; and (c) causing Ameris Lot 1 to be rough graded such that Ameris Lot 1 is "pad-ready" and such that it properly drains to the Detention Facility, and causing electric, water, sanitary sewer and storm sewer lines (sufficient in both size and capacity to serve typical retail development of the type contemplated for Ameris Lot 1) to be stubbed to the property line of Ameris Lot 1 (the improvements described in this subparagraph (c), collectively, the "Ameris Lot 1 Site Work"). The Shared Driveway shall be composed of a bindered drive with curb and gutter; Ameris will be solely responsible for topping of the Shared Driveway at the time that Ameris undertakes the development of the Ameris Parcel. The Detention Facility shall be of sufficient size and capacity to accommodate the discharge and detention of surface storm water drainage and/or runoff from CVS Parcel 1, the Ameris Parcel and the Flint Parcel, all subject to the limitations described in Sections 2.2 and 4.3 hereof. The Detention Facility shall be constructed and installed pursuant to plans and specifications approved in advance by Ameris and CVS, including landscaping, fencing and other aesthetic plans (collectively, the "Detention Facility Aesthetic Plans"). The Ameris Lot 1 Site Work shall be performed pursuant to plans and specifications approved in advance by Ameris and CVS.
- 7.2 CVS shall be responsible for maintaining in good order, condition and repair, and repairing and replacing as necessary, the Shared Driveway and the Detention Facility, subject to the cost-sharing provisions of Section 7.3, below. The Detention Facility shall in all events be maintained in accordance with the Detention Facility Aesthetic Plans.
- 7.3 The costs and expenses of maintaining, repairing and replacing the Shared Driveway shall be shared by Ameris and CVS as follows:

Until such time as construction on the Ameris Parcel (including grading work) has commenced, all such costs and expenses shall be the sole responsibility of CVS. Upon the commencement of construction on the Ameris Parcel, Ameris shall be responsible for fifty percent (50%) of the costs and expenses of maintaining, repairing and replacing the Shared Driveway. Ameris shall pay to CVS its share of such costs and expenses within thirty (30) days after written demand therefor (accompanied by reasonable back-up documentation).

- 7.4 Notwithstanding the foregoing, any damage to the Shared Driveway or the Detention Facility, other than normal and ordinary wear and tear, caused solely by the use thereof by an Owner or any party claiming by, through or under such Owner shall be promptly repaired and restored with due diligence at the sole cost and expense of such Owner.
- 7.5 Any construction or maintenance work performed hereunder shall be performed in a good, diligent and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances. Each Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the Parcel of any other Owner arising from or relating to such work. No work done by or on behalf of any Owner shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the Parcel of any other Owner. Upon the completion of any work by or on behalf of an Owner to the Parcel of another Owner, the Owner by or for whom such work was done shall restore or cause to be restored the Parcel of such other Owner to substantially the condition which existed prior to such work.

8. Imposition of Use Restrictions on the Ameris Parcel. Ameris hereby declares for the benefit of CVS and the CVS Parcel, and any parent, subsidiary or affiliate of CVS, and any person, firm or entity controlling, controlled by, or under direct or indirect common control with CVS, and their respective successors, successors in title, and assigns (including any successor by merger, or otherwise), that for so long as the CVS Parcel is owned or occupied by CVS, any parent, subsidiary or affiliate of CVS, or any person, firm or entity controlling, controlled by, or under direct or indirect common control with CVS, no portion of the Ameris Parcel shall be used for the purpose of a health and beauty aids store, a greeting card or gift store, a store offering one-hour or other on-site photo processing, a candy store, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center and/or a discount, "99 cent" store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General or Family Dollar. The term "health and beauty aids store" shall mean a store, which devotes more than 5% of its retail selling space to the display and sale of health and beauty aids. The term "pharmacy prescription department" shall include the

dispensing of prescription drugs by physicians, dentists, other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit.

9. Imposition of Use Restrictions on the CVS Parcel. CVS hereby declares for the benefit of Ameris and the Ameris Parcel, and any parent, subsidiary or affiliate of Ameris, and any person, firm or entity controlling, controlled by, or under direct or indirect common control with Ameris, and their respective successors, successors in title, and assigns (including any successor by merger, or otherwise), that for so long as the Ameris Parcel is owned by Ameris, any parent, subsidiary or affiliate of Ameris, or any person, firm or entity controlling, controlled by, or under direct or indirect common control with Ameris, no portion of the CVS Parcel shall be used (a) as an adult entertainment establishment or other establishment that features adult entertainment of a sexual nature; also any commercial establishment that has as its primary purpose or business the display or offer for sale, lease, rent or distribution of any book, publication, photographs, video, movie or film that depicts nudity or sexual conduct and/or other adult-entertainment related items, including without limitation, so called "sexual toys", and any displays or activities of a variety involving exhibiting, or depicting sexual themes, nudity, or lewd acts; (b) as a tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the restaurant has, on an annual basis, at least thirty percent (30%) of its total sales comprised of the sale of food prepared on the premises and non-alcoholic beverages consumed on the premises; and for this purpose if a restaurant makes a minimum charge, cover charge, or admission charge, or any other non-food or non-alcoholic beverage charge, the amount so charged shall not be counted in computing total sales and shall not be counted as a food or beverage sale; (c) as a flea market; (d) as a gambling establishment or betting parlor; (e) for billboards, regardless of whether such billboards may otherwise be authorized by local sign ordinances, regulations or zoning codes, now existing or hereafter established or amended; or (f) as a banking facility, mortgage origination facility and/or a financial service facility; provided, however, that this restriction shall not prohibit CVS from installing and operating an ATM machine on the CVS Parcel.

10. Reciprocal Indemnity. Each of the parties hereto hereby agrees to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party.

11. Warranty of Title. Ameris covenants and warrants that it is the owner in fee simple of the Ameris Parcel and that it has a good and lawful right to convey the foregoing easements over the Ameris Parcel unto CVS and Flint. Ameris and its successors and assigns hereby warrant and shall defend the right and title to the foregoing easements unto CVS and Flint and their respective successors and assigns against the lawful claims of all persons claiming by, through or under Ameris. CVS covenants and warrants that it is the owner in fee simple of the CVS Parcel and that it has a good and lawful right to convey the foregoing easements over the CVS Parcel unto Ameris and Flint. CVS and its successors and assigns hereby warrant and shall defend the right and title to the foregoing easements unto Ameris and Flint and their respective successors and assigns against the lawful claims of all persons

claiming by, through or under CVS. Flint covenants and warrants that it is the owner in fee simple of the Flint Parcel and that it has a good and lawful right to convey the foregoing easements over the Flint Parcel unto Ameris and CVS. Flint and its successors and assigns hereby warrant and shall defend the right and title to the foregoing easements unto Ameris and CVS and their respective successors and assigns against the lawful claims of all persons claiming by, through or under Flint.

12. Subordination of Liens. Each Owner hereby agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon its Parcel shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, such Owner shall secure a subordination agreement, in the form of Exhibit "C" attached hereto and incorporated herein, from the holder thereof which shall be recorded in conjunction herewith.

13. Amendment. The Owners hereby agree that only upon the written consent of all parties hereto or their respective successors and assigns and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

14. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party hereto shall not release or discharge them from their obligations hereunder. No delay or omission by any party hereto to exercise its rights accruing upon any noncompliance or failure of performance by any other party hereto shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party hereto shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

15. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

16. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to the property described herein or portion thereof. Upon conveyance of a Parcel or a portion thereof, the

Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Ameris Parcel, the CVS Parcel and the Flint Parcel, respectively, and shall run with title to, and be appurtenant to, such Parcels.

17. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon being deposited with a professional overnight courier service or in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth under the signature of such Owner to this Agreement, however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Section.

18. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, any non-defaulting Owner may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then any non-defaulting Owner shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement, or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to any non-defaulting Owner commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within thirty (30) days from the date the other Owner is notified of the amounts due. Any amounts not paid when due shall bear interest at a rate equal to the lesser of (i) ten percent (10%) per annum, or (ii) the maximum rate of interest permitted by the laws of the State of Georgia for such obligations. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

19. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

01385
00059

BOOK 1385 PAGE 0059

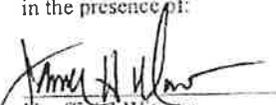
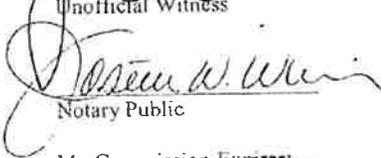
[Signatures Begin on Following Page]

16465500 1

- 13 -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness

Notary Public

My Commission Expires

(NOTARY

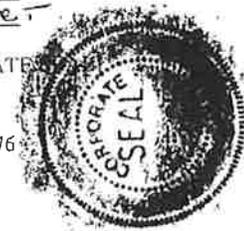
AMERIS:

AMERIS BANK, a Georgia bank (f/k/a
AMERICAN BANKING COMPANY d/b/a
Ameris)

By: 
Name: Don Monk
Title: Reg. President

[CORPORATE

Address: P.O. Box 3668
Moultrie, Georgia 31776



Signed, sealed and delivered
in the presence of:

Gail Beaulieu
Unofficial Witness

Dawn M. Allard
Notary Public

My Commission Expires:

6-22-2011
(NOTARY SEAL)
Dawn M. Allard
Notary Public
State of Rhode Island
My Commission Expires 06/22/2011



CVS:

CVS 2593 GA, L.L.C.,
a Delaware limited liability company

By: Toni A. Motta (SEAL)
Toni A. Motta, Assistant Secretary

Legal Approval: Robert F. Foxworth, Esq.

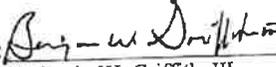
Address: c/o CVS Caremark Corporation
One CVS Drive
Woonsocket, Rhode Island 02895
Attn: Property Administration,
Store #2593

Signed, sealed and delivered
in the presence of:

FLINT:

FLINT VENTURES, LLC,
a Georgia limited liability company


Unofficial Witness

By:  (SEAL)
Benjamin W. Griffith, III
Title: Manager

Tonnie Bleicher
Notary Public

My Commission Expires
3/7/10
(NOTARY SEAL)



Unofficial Witness _____ (SEAL)
Barry D. Carr
Title: _____

Notary Public

My Commission Expires:

(NOTARY SEAL)

Address: 3199 Palmyra Road
Albany, Georgia 31707

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

Jin Bacon

Unofficial Witness

[Signature]

Notary Public

My Commission Expires

8/05/2010

(NOTARY SEAL)



FLINT:

FLINT VENTURES, LLC,
a Georgia limited liability company

By: _____ (SEAL)

Benjamin W. Griffith, III

Title: _____

By: *[Signature]* (SEAL)

Barry D. Carr

Title: *[Signature]*

Address: 3199 Palmyra Road
Albany, Georgia 31707

EXHIBIT "A-1"

LEGAL DESCRIPTION OF AMERIS PARCEL

Ameris Parcel 1

All that tract or parcel of land lying and being in Land Lot 211 of the 2nd District, Lee County, Georgia, being shown and designated as "Lot 1" on that certain "Minor Subdivision Plat - Ameris Commercial Subdivision", dated February 16, 2010, prepared by Lanier Engineering, Inc., and recorded March 4, 2010 in Plat Book F, Page , Lee County, Georgia records. *Cabinet*

Slide F-24C
Ameris Parcel 2

All that tract or parcel of land lying and being in Land Lot 211 of the 2nd District, Lee County, Georgia, being shown and designated as "Lot 2" on that certain "Minor Subdivision Plat - Ameris Commercial Subdivision", dated February 16, 2010, prepared by Lanier Engineering, Inc., and recorded March 4, 2010 in Plat Book F, Page , Lee County, Georgia records. *Cabinet*

Slide F-24C
Ameris Parcel 3

All that tract or parcel of land lying and being in Land Lot 211 of the 2nd District, Lee County, Georgia, being shown and designated as "Lot 3" on that certain "Minor Subdivision Plat - Ameris Commercial Subdivision", dated February 16, 2010, prepared by Lanier Engineering, Inc., and recorded March 4, 2010 in Plat Book F, Page , Lee County, Georgia records. *Cabinet*

Slide F-24C

EXHIBIT "A" 2

LEGAL DESCRIPTION *of CVS Parcel*

Parcel 1

All that tract or parcel of land lying and being in Land Lot 211 of the 2nd District, Lee County, Georgia, being shown and designated as "Lot 4" on that certain "Minor Subdivision Plat - Ameris Commercial Subdivision", dated February 16, 2010, prepared by Lanier Engineering, Inc., and recorded March 4, 2010 in Plat Cabinet F, Slide F-24C, Lee County, Georgia records.

Parcel 2

All that tract or parcel of land lying and being in Land Lot 211 of the 2nd District, Lee County, Georgia, being shown and designated as "Lot 5" on that certain "Minor Subdivision Plat - Ameris Commercial Subdivision", dated February 16, 2010, prepared by Lanier Engineering, Inc., and recorded March 4, 2010 in Plat Cabinet F, Slide F-24C Lee County, Georgia records.

01385
00066

BOOK 1385 PAGE 0066

EXHIBIT "A-3"

LEGAL DESCRIPTION OF FLINT PARCEL

EXHIBIT "A"-3

Tract One:

All that tract or parcel of land situated in the Second Land District of Lee County, Georgia, consisting of all of Land Lots 239, 240, 241, and 242, each containing 202-1/2 acres, more or less; that part of Land Lots 211 and 238 not included in Tract Two of this deed containing 157 acres, more or less; that part of Land Lot 237 lying east of the Albany-Leesburg Highway (U.S. Highway 19) containing 42.5 acres, more or less, all of Land Lot 243 lying east of Georgia Highway 133 (Old Leesburg Highway) containing 43 acres, more or less, and that part Land Lot 212 lying east of the Albany-Leesburg Highway (U.S. Highway 19), which property, with the exception hereinafter noted, encompasses all of the lots or tracts situated in the Flint River Pecan Company's Subdivisions A and B, plats of which are recorded in the Clerk's Office of the Superior Court of Lee County in Deed Book G, Page 374, as well as other property not contained within such subdivision. There is excepted from the above described property a tract of land situated in the Southeast corner of Land Lot 237 and the Southwest corner of Land Lot 238, and being parts of Lots Nos. 271, 274, 255, 252, 253 and all of Lot 254 of the Flint River Pecan Company Subdivision B, a plat of which subdivision is recorded in Deed Book G, Page 374, in the Office of the Clerk of the Superior Court of Lee County, conveyed to Frances J. Hamilton as shown in Deed Book B-3, Page 411, in the Office of the Clerk of the Superior Court of Lee County, Georgia.

Tract Two:

All that tract or parcel of land lying and being in Land Lots 206, 211 and 238 of the Second Land District of Lee County, Georgia, and being more particularly described as follows:

Beginning at the point of intersection of the southern line of Land Lot 206 and the western right-of-way line of the Southern Railway (A 150 foot wide right-of-way), run thence South 02 degrees 00 minutes 10 seconds East along the western right-of-way line of the railroad 5,999.98 feet to a point, run thence South 87 degrees 58 minutes West 1,200.00 feet to a point, run thence North 02 degrees 00 minutes 51 seconds West 7,021.48 feet to a point, run thence South 86 degrees 38 minutes West 1,703.61 feet to a point on the eastern right-of-way line of U.S. Highway 19; run thence North 02 degrees 29 minutes 10 seconds West along the right-of-way line 125.00 feet to a point, run thence North 86 degrees 38 minutes East 2,905.42 feet to a point on the western right-of-way line of the Southern Railway; and run thence South 02 degrees 03 minutes East along the right-of-way line 1,174.38 feet to the point of beginning. The described tract contains an area of 202.249 acres and consists of all of Tract 43 as shown on the plat of survey entitled "Tolce Plantation, Inc.," prepared by Malcolm Burnsed, "Georgia Registered Land Surveyor No. 1691, and dated October 19, 1987, a copy of which is recorded in Plat Cabinet C, Slide C-184, in the Office of the Clerk of the Superior Court of Lee County, Georgia, which plat is made a part hereof by this specific reference thereto.

Page 1 of 3

01385
00068

00934
00159

BOOK 1385 PAGE 0068

BOOK 934 PAGE 159

Tract Three

A tract of land in the Second Land District of Lee County, Georgia, consisting of 44.52 acres off the North side of Lot No. 271 and that certain tract of land being 157.68 acres off the North side of Land Lot 272 and tracts being adjacent to each other and aggregating 202.20 acres and said combined tracts are bounded on the North by lands of South Georgia Pecan Corporation, on the East by Davis Place, on the South by lands of Lawrence Newson and W. P. Bullard, and on the West by right-of-way of the Central of Georgia Railway, all in the Second District of Lee County, Georgia. The above property being described by courses and distances as follows: Beginning at the Northwestern corner of Lot 271 and running East along the Northern line of Lots Nos. 271 and 272 a distance of 5,928 feet to the Northeastern corner of Land Lot No. 272; thence South along the original Land Lot Line of No. 272 a distance of 2,323 feet; thence South $1^{\circ} 20'$ West 2,378 feet to the Western original Land Lot Line of Land Lot No. 272; thence North $1-1/2^{\circ}$ East 1,852 feet; thence South $1^{\circ} 20'$ West 2,982 feet to the original western Land Lot Line of Land Lot No. 271, thence along said western Land Lot Line 664 feet to the point of beginning, excepting from the foregoing described tract (a) $93/100$'s of an acre in Land Lot 271 deeded to State Highway Board of Georgia as shown in a deed recorded in Deed Book O, Page 389 in the Office of the Clerk of the Superior Court of Lee County, Georgia, and (b) 107.8 acres in the central part of Land Lot No. 272 described as beginning at a fence post on the west line of said Land Lot No. 272, a distance of 871 feet South of the Northwest corner of said lot; thence North $89^{\circ} 50'$ East 2,911 feet to the east line of said lot (same being the district line and center line of the Old Stage Road); thence East along the east line South $2^{\circ} 5'$ East 1,591 feet to Bullard line; thence along Bullard line South $88^{\circ} 55'$ West 2,911 feet to the West Land Lot line; thence along the west Land Lot Line North $2^{\circ} 5'$ West 1,637 feet to the point of beginning.

LESS AND EXCEPT, those portions of subject property that may be located within the rights-of-way of U. S. Highway 12, Georgia Highway 133, Lee County East-West Connector, Lovers Lane Rd., Cedric Street, Cedric Street Extension and the railroad right-of-way.

Page 2 of 3

01385
00069

00934
00162

BOOK 1385 PAGE 0069

BOOK 334 PAGE 102

EXHIBIT "A"-3

Parcel One All those tracts or parcels of land situate, lying and being in Land Lots 206, 211, 212, 237, 238 and 243 of the Second Land District of Lee County, Georgia and being more particularly described as all of Tract Nos. 1, 1A, 2 and 3 containing a total of 481.645 acres according to that certain map or plat of survey entitled Oakland Plantation Partners, L.L.C. and Lake Seminole Plantation, L.L.C. dated March 11, 2003, prepared by Walter P. Copeland, Georgia Registered Land Surveyor and recorded in Plat Cabinet E, Slide E121-B in the Lee County, Georgia Superior Court Clerk's Office which plat is incorporated herein by this express reference thereto.

Parcel Two All those tracts or parcels of land situate, lying and being in Land Lots 239, 240, 241, 242, 271 and 272 of the Second Land District of Lee County, Georgia and being more particularly described as all of Tract Nos. 1, 2, 3 and 4 containing a total of 879.966 acres according to that certain map or plat of survey entitled Oakland Plantation Partners, L.L.C. and Lake Seminole Plantation, L.L.C. dated March 14, 2003, prepared by Walter P. Copeland, Georgia Registered Land Surveyor and recorded in Plat Cabinet E, Slide E121-C in the Lee County, Georgia Superior Court Clerk's Office which plat is incorporated herein by this express reference thereto.

Page 3 of 3

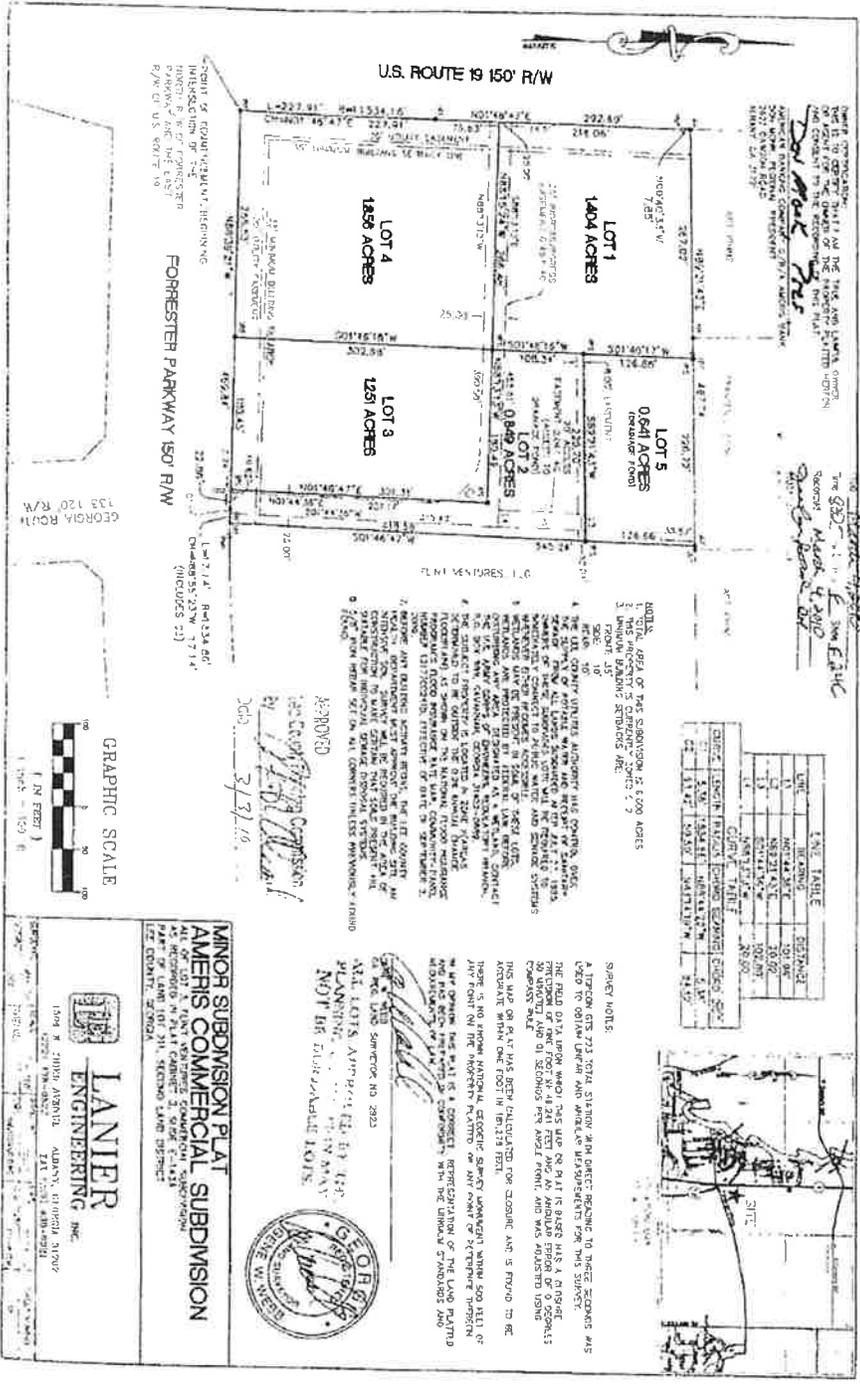
01385
00070

BOOK 1385 PAGE 0070

EXHIBIT "B"
SUBDIVISION PLAN

-6-

16466500.1



NOTE: AREA OF THIS SECTION IS 1.200 ACRES
 THIS SECTION IS CORRECTED TO BE
 1.200 ACRES
 1.200 ACRES
 1.200 ACRES

THE S.D. ...
 Survey Map of ...
 ...

LINE	BEARING	DISTANCE
1	N 89° 40' 15" E	100.00
2	S 89° 40' 15" W	100.00
3	N 00° 00' 00" E	100.00
4	S 00° 00' 00" W	100.00

SALESY NOTES

SECTION 013, TOWNSHIP AND RANGE RECORD TO THESE RECORDS WAS
 ...
 ...
 ...



MINOR SUBDIVISION PLAT
AMERIS COMMERCIAL SUBDIVISION
 ...

LANIER ENGINEERING INC.
 1504 R. 2000, AUSTON, ALABAMA, 36830
 205-336-8888



Exhibit "C"

CONSENT AND SUBORDINATION

The undersigned is a holder of that certain Real Estate Deed to Secure Debt, dated November 4, 2008, filed for record November 11, 2008, in Deed Book 1294, page 311, of the Public Records of Lee County, Georgia (the "Security Deed"). The undersigned does hereby consent to and approve of the Reciprocal Easement and Restrictive Covenant Agreement to which this Consent and Subordination is attached and hereby acknowledges and agrees that its right, title, interest and estate by virtue of the Security Deed in and to the property described as the Flint Parcel in the Reciprocal Easement and Restrictive Covenant Agreement to which this Consent and Subordination is attached shall be subject and subordinate to said Reciprocal Easement and Restrictive Covenant Agreement. The undersigned hereby evidences such consent, approval, agreement and subordination by causing its duly authorized officers to sign, seal and deliver this Consent and Subordination this 5th day of March, 2010. This Consent and Subordination is given for the sole purpose of consenting and subordinating the undersigned's interest in and to the aforesaid Flint Parcel by virtue of the Security Deed. Except for such consent and subordination, no real or personal property encumbered by the Security Deed shall be affected hereby and all real or personal property encumbered by the Security Deed shall remain as security for the indebtedness described in the Security Deed.

Signed, sealed and delivered
in the presence of:

Roman Jones
Unofficial Witness

Kristy Louthan
Notary Public

My Commission Expires:

[NOTARY SEAL]



COLONY BANK,
a Georgia banking corporation

By: Ty Betts
Name: Ty Betts
Title: City President

Attest: J. Magaldi
Name: Jerry Magaldi
Title: Vice President

(BANK SEAL)



EXHIBIT "D"

LEGAL DESCRIPTION OF SHARED DRIVEWAY

All that certain tract or parcel of land lying and being in Land Lot 211, Second Land District, Lee County, Georgia and being more particularly described as follows:

Commence at the intersection of the north right-of-way line of Forrester Parkway (150' r/w) and the east right-of-way line of U.S. Route 19 / GA Route 3 (150' r/w) and follow said east right-of-way line of U.S. Route 19 around a curve to the left having a radius of 11,534.16 feet and a length of 227.91 feet, the chord being North 01 degree 46 minutes 47 seconds East a distance of 227.91 feet to a point; thence continue along said right-of-way line North 01 degree 46 minutes 47 seconds East a distance of 66.14 feet to a point which is the Point of Beginning.

From this point of Beginning continue along said right-of-way line North 01 degree 46 minutes 47 seconds East a distance of 25.00 feet to a point; thence, leaving said right-of-way line, go South 88 degrees 13 minutes 13 seconds East a distance of 475.01 feet to a point; thence go South 01 degree 44 minutes 36 seconds West a distance of 315.43 feet to a point on the north right-of-way line of Forrester Parkway; thence follow said right-of-way line around a curve to the right having a radius of 1834.86 feet and a length of 5.38 feet, the chord being North 88 degrees 44 minutes 22 seconds West a distance of 5.38 feet to a point; thence continue along said right-of-way line North 88 degrees 39 minutes 21 seconds West a distance of 19.62 feet to a point; thence, leaving said right-of-way line, go North 01 degree 44 minutes 36 seconds East a distance of 231.17 feet to a point; thence go around a curve to the left having a radius of 59.50 feet and a length of 93.42 feet, the chord being North 43 degrees 14 minutes 19 seconds West a distance of 84.12 feet to a point; thence go North 88 degrees 13 minutes 13 seconds West a distance of 390.56 feet to a point which is the Point of Beginning.

Said tract or parcel contains 0.457 acres.

Q1385
00074

BOOK 1385 PAGE 0074

EXHIBIT "E"

PLAN SHOWING FLINT CURB CUT #2

OWNER CERTIFICATION:
THIS IS TO CERTIFY THAT I AM THE TRUE AND LAWFUL OWNER
OR AGENT FOR THE PROPERTY AS SHOWN ON THIS PLAT AND
I HAVE GIVEN MY CONSENT TO THE RECORDING OF THIS PLAT.

Don Mark Hess
AMERICAN BANKING COMPANY, 97 1/2 AVENUE BANK
DENVER, CO 80202
2827 DAVENPORT ROAD
ALBANY, GA 31721

GEORGIA LEE COUNTY
CLERK'S OFFICE SUPERIOR COURT
Trac: 1897
Recorded: 11/23/10
S.C.L.C. GA.
S.C.L.C. CLERK

LINE	BEARING	DISTANCE
L1	N07°44'36"E	101.96'
L2	N88°21'43"E	20.07'
L3	S01°44'36"W	102.80'
L4	N88°31'33"W	20.00'

CURVE	LENGTH	RADIUS	CHORD	BEARING	CHORD DIST.
C1	5.38'	1834.85'	N83°44'27"W	5.38'	
C2	93.42'	59.50'	N43°14'18"W	94.12'	



- NOTES:
- TOTAL AREA OF THIS SUBDIVISION IS 6,000 ACRES.
 - THIS PROPERTY IS CURRENTLY ZONED C-2.
 - MINIMUM BUILDING SETBACKS ARE:
 - FRONT: 10'
 - REAR: 10'
 - SIDE: 10'

SURVEY NOTES:

A TOPCON GTS 223 TOTAL STATION WITH DIRECT READING TO THREE SECONDS WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS FOR THIS SURVEY. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSE PRECISION OF ONE FOOT IN 49,241 FEET AND AN ANGULAR ERROR OF 0 DEGREES 00 MINUTES AND 01 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 181,278 FEET.

THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON. IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

DATE: 11/23/10
D.A. REEL: LAND SURVEYOR NO. 2923

ALL LOTS APPROVED BY THE
PLANNING COMMISSION MAY
NOT BE BUILDABLE LOTS.



APPROVED
Lee County Planning Commission
By: *[Signature]*
Date: 3/31/10

MINOR SUBDIVISION PLAT
AMERIS COMMERCIAL SUBDIVISION
ALL OF LOT 3, FLINT VENTURES COMMERCIAL SUBDIVISION
AS RECORDED IN PLAT CABINET 3, SLIDE E-143A
PART OF LAND LOT 211, SECOND LAND DISTRICT
LEE COUNTY, GEORGIA



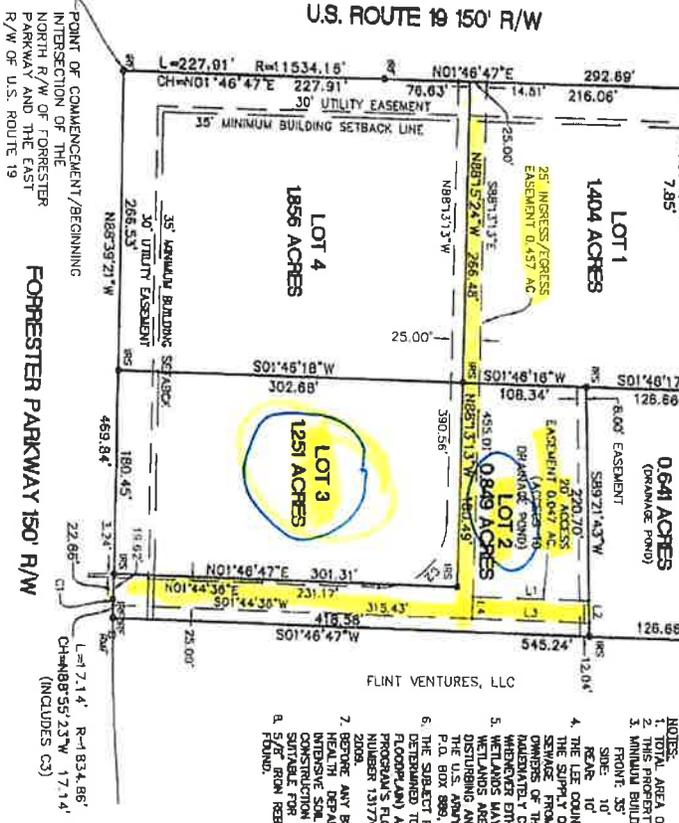
1504 W. TERTRO AVENUE ALBANY, GEORGIA 31707
(229) 438-0522 FAX (229) 438-0921

SURV. NO.	MSR./M.	SCALE	DATE	SHEET NUMBER
00000	00000	1" = 100'	02/16/10	1 OF 1



POINT OF COMMENCEMENT/BEGINNING
INTERSECTION OF THE
NORTH R/W OF FORESTER
PARKWAY AND THE EAST
R/W OF U.S. ROUTE 19

133 120' R/W
GEORGIA ROUTE



U.S. ROUTE 19 150' R/W

FORESTER PARKWAY 150' R/W

FLINT VENTURES, LLC