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EIGHTH: ALTERNATIVE RIGHTS OF LESSOR ARE CUMULATIVE. Lessee understands and agrees that the alternative rights granted to Lessor herein, which rights affect and pertain to PREMISES, PATE HOMESTEAD TRACT A, and PATE HOMESTEAD TRACT B, are cumulative, and may be exercised as herein provided by Lessor separately and in such sequence as Lessor, in its sole discretion, shall determine; and, further, the exercise by Lessor of one right, for example, the effecting of a like kind exchange for twenty (20) acres of Tract B, shall not be a waiver of Lessor's right to effect thereafter a forced sale of the remainder of such Tract.

ARTICLE VI  
MUTUAL EASEMENTS

FIRST: FRONTAGE ROAD. The parties realize that a frontage road to the north of I-385 and parallel to I-385 will be necessary in order to provide future ingress and egress to PREMISES and PATE HOMESTEAD TRACT A and PATE HOMESTEAD TRACT B. The Lessor and Lessee shall make their efforts to encourage appropriate governmental agencies to construct, cause to be constructed, or grant its permission for the Lessee to construct, at its expense and thereafter to maintain, an extension of a frontage road on federal property at the southern boundary of PREMISES and PATE HOMESTEAD TRACT B parallel to I-385. This frontage road will be west of and connect to an existing frontage road now terminating at the southwest corner of PREMISES. Should the appropriate governmental agency not permit the extension of the frontage road parallel to I-385 on federal lands, Lessor and Lessee agree to grant to the other a non-exclusive easement and license coupled with interest, respectively, no less than sixty-six (66) feet in width, parallel to I-385, along the entire southern boundary of PREMISES and PATE HOMESTEAD TRACT B, conditioned upon construction by Lessee of a frontage road thereon, at its expense and thereafter to be maintained by Lessee. Lessee, however shall not be obligated to construct said road. Until such time as the PREMISES are conveyed to Lessee, the Lessee will grant to Lessor a non-exclusive easement and irrevocable license coupled with an interest to use any frontage road construction upon PREMISES; and at time of any subsequent conveyance of PREMISES to Lessee, the Lessor may reserve for itself thereout and therefrom a non-exclusive easement of said right-of-way on the PREMISES for the beneficial use and enjoyment of PATE HOMESTEAD TRACT A and PATE HOMESTEAD TRACT B.

*Handwritten initials: Mike, WTB, WTB*

Should the frontage road be constructed on PREMISES and PATE

*Handwritten initials: Mike, WTB*

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