

to public use. Such maintenance costs shall be based upon a ratio of the number of acres acquired by such third party to the number of acres owned and/or leased by the Lessee.

6. That a 3.1647 acre tract, now a part of the southwest corner of the 100 acre premises and which 3.1647 acre tract would be entirely isolated on the southwest side of a proposed private road crossing a portion of premises, is deleted from premises and becomes part of Pate Tract "A" and/or Pate Tract "B", as now redefined. Premises, as redefined, contains 96.8353 acres. Rental for premises will be calculated on 96.8353 acres as of June 22, 1980.

During the first ten (10) year term of the lease, the Lessee shall pay the annual sum of One Hundred Seventy-four Thousand, Three Hundred Four (\$174,304) dollars payable in quarterly installments of Forty-three Thousand Five Hundred Seventy-six (\$43,576) dollars. At the end of the tenth year the rental rate shall be adjusted as outlined in Article III, Paragraph First of the Lease except that in no event shall the rent be less than One Hundred Seventy-four Thousand, Three Hundred Four (\$174,304) per annum.

7. That Lessee grants Lessor, her heirs, successors and assigns a license to use an Eighty (80) foot wide strip of premises adjoining Pate Homestead Tract A and Pate Homestead Tract B, as both have been redefined, as a road. This is in addition to the easement which Lessor, her heirs, successors and assigns have to use the strip of land adjoining the right-of-way of Interstate I-385 along the southern border of the premises. At the time that portion of premises is deeded in fee to Lessee, if ever, Lessor may reserve thereout and therefrom a nonexclusive easement to use the said Eighty (80) foot wide strip and the strip parallel to I-385 as a road. The said Eighty (80) foot wide strip and the strip adjoining I-385 are shown, located and delineated on a drawing attached hereto and made a part hereof as Exhibit "A". These covenants shall survive the granting of the nonexclusive easement to Lessee by Lessor and shall survive the conveyance of all or any portion of Pate Homestead Tract A and/or B to a third party purchaser or to third party purchasers. The street or road referred to herein will be designated "Patewood Drive", "Pate Drive", or some similar name which will utilize the word "Pate", with the exact name to be determined by the Lessor.

8. All other easements granted by Lessor to Lessee and all easements to be reserved unto Lessor from conveyances to Lessee in the original Agreement shall be and are herewith withdrawn and terminated subject, however, to the continued and unrestricted use by the Pates, the Pates' heirs, successors and assigns of Old Airport Road which use shall continue until the street or road referred to herein in Paragraph 5 shall have been fully completed and under use by the parties.

9. This Amendment is to be liberally construed in order to accomplish its intended purposes.

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