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hereafter existing on the Property. The development of Tract B shall be further limited so that such development shall not violate or cause a violation of any security instrument now or hereafter encumbering the Property or any portion thereof.

4.

The owner or owners of Tract B shall have the right to tie into the sanitary sewer system presently located on Tract A, as shown on the Survey, and for that purpose shall have a non-exclusive perpetual six (6) foot easement on, onto, over, through, across and under Tract A from the end of such sewer line to the nearest point of Tract B; provided, however, that the owner of Tract B, at its own expense, shall restore the portion of Tract A used in connection with such tie-in to as near the condition existing immediately prior to such tie-in, as is possible; provided, further, however, that the owner of Tract B shall be responsible for one-half (1/2) of the cost of maintaining and repairing the sanitary sewer pipes located on the Property until such time as such sanitary sewer pipes are dedicated to and accepted by the appropriate governmental authority.

5.

The declarations, covenants and restrictions herein shall run with the land and shall be binding upon and inure to the benefit of the owners of the Property and any portions thereof and to their respective successors, assigns, lessees, employees, agents, invitees and customers.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal through its duly authorized officer and principal the day and year first above written.

Witnesses:

INGLE'S MARKETS, INC.

*[Handwritten signature]*

BY:

Its:

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