

It is specifically understood and agreed that the perpetual, exclusive easement covering .00482 acres as described above is subject to the following terms and conditions:

1. The Grantors originally agreed to give an easement for sign purposes over an area 25 feet by 25 feet. However, the Highway Department has required that a larger area be granted as an easement for sign purposes. Consequently, Grantee agrees that Grantors, their heirs, executors, administrators and assigns, shall have a perpetual right and easement to use so much of the .00482 acres described above as may be necessary in connection with Grantors' use of its adjacent property and consequently Grantors may use said area to make curb cuts, install a ramp from Frontage Road of Interstate 85 as a means of ingress and egress to Grantors' property and to also use the subject property for parking. However, in all events Grantors will not interfere in any manner with the installation, maintenance, and repairs of Grantee's sign. Grantors shall have the right to pave such area as may be necessary for parking or ingress and egress. Grantors will be responsible for all cost, control, risk and repair of Grantors improvements.

2. The landscaping to be performed by Grantee in connection with its sign is to be approved by Grantors which approval shall not be unreasonably withheld. Grantors agree that said landscaping may be consistent with that of McDonalds operation.

3. This Agreement as well as the easements referred to herein shall be deemed a covenant running with the land and shall insure to the respective benefit of the Grantors and Grantee herein, their successors, heirs, administrators and assigns forever.

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