

that the Grantor will obtain a new survey and record the same locating said new easement and will execute a new agreement, if necessary, granting the same easement rights as are granted herein and further provided that the grantees herein shall continue to have and enjoy full rights of ingress and egress over the present private road until such time as the relocated private road is completed and available for use by the grantees herein.

It is understood and agreed that an unrecorded maintenance agreement will be entered into for the maintenance and repair of the private road described herein running from the public road known as Garden Trail and terminating in the development known as Chanticleer Townhouses, Phase I, pursuant to which Chanticleer Townhouse Property Owners' Assoc., Inc. will be responsible for ten (10%) percent of the maintenance cost, College Properties, Inc. (which obligation will be assigned to a property owners association that it will form in connection with its development of a Planned Unit Development over a 33.67 acres) for thirty (30%) percent of the cost thereof, and Chanticleer Real Estate, Inc. will be responsible for 60% of the cost thereof.

Grantor shall have the right at any time to convey and/or dedicate all or part of the easement granted herein over its property as a public road, provided said conveyance or dedication is accepted by appropriate governmental authorities, which will relieve the Grantor (and the other parties under the maintenance agreement) of its obligations hereunder as regards that portion of the easement dedicated as a public road. In the event all of the easement is dedicated as a public road, Grantor (and the other parties under the maintenance agreement) will be relieved of all obligations hereunder. In the event a portion of the easement is dedicated as a public road, Grantor (and the other parties under the maintenance agreement) will be proportionately relieved of its obligations hereunder. Such a conveyance and/or dedication will likewise relieve Grantor (and the other owners under the maintenance agreement) all or proportionately from Grantor's responsibility for the maintenance of this road.