

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

13 OCT -8 PM 2:00

RICHARD ALEXANDER, CLERK

**Prepared by and upon Recordation,
Please Return to:**

The Snyder Law Firm, LLC
6400 Powers Ferry Road, NW
Suite 385
Atlanta, Georgia 30339
Attn: Joseph P.L. Snyder Esq.

Cross Reference:

Reciprocal Easement Agreement with
Covenants, Conditions and Restrictions
Deed Book 28815, Page 0001, Gwinnett
County, Georgia records

**STATE OF GEORGIA
COUNTY OF GWINNETT**

**FIRST AMENDMENT TO RECIPROCAL EASEMENT
AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made this ____ day of September, 2013, by and between GWINNETT PRADO, L.P., a Georgia limited partnership ("Parcel A Owner"), and MERCADANTE & MERCADANTE, a New Mexico general partnership ("Parcel B Owner"), as successor-in title to Barclay Peachtree McGinnis Partners, LLC, a Florida limited liability company ("Barclay").

RECITALS:

Parcel A Owner and Barclay entered into that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated August 28, 2002, recorded in Deed Book 28582, page 0037, Gwinnett County, Georgia records, and re-recorded in Deed Book 28815, page 0001, aforesaid records (the "REA").

Parcel B Owner has succeeded to the interest of Barclay in and to Parcel B.

Pursuant to Section 2.5 of the REA, the Parcel A Owner had the right to relocate the Water Detention and Drainage Facilities within Parcel A.

On or about August 25, 2008 (the "Relocation Date"), the Parcel A Owner exercised its right to relocate the Water Detention and Drainage Facilities within Parcel A, and

the parties hereto now desire to modify the REA in order to account for such relocation of the Water Detention and Drainage Facilities.

NOW, THEREFORE, for good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals; Capitalized Terms.** The Recitals above are hereby incorporated. All capitalized terms not otherwise defined herein shall be given the meaning ascribed to them in the REA.

2. **Amendments.**

a. A revised plat of the Parcels was recorded in the public land records of Gwinnett County, Georgia on September 10, 2010, in Plat Book 126 at Page 293 (the "Plat"), which Plat subdivided Parcel A into several separate lots. A copy of the Plat is attached hereto as Exhibit B-1 and incorporated herein by reference. The Site Plan attached as Exhibit B to the REA is hereby deleted in its entirety, and the Plat is hereby substituted in lieu thereof, such that all references in the REA to the "Site Plan" shall hereafter be deemed to be references to the Plat.

b. On or about the Relocation Date, the Parcel A Owner relocated the detention pond comprising a portion of the Water Detention and Drainage Facilities to Tract 8 (2.37 ac.), as shown on the Plat ("Tract 8"). Exhibit C to the REA is hereby deleted in its entirety, and all references in the REA to the "Drainage Easement Parcel" shall hereafter be deemed to be references to the Tract 8. The term "Water Detention and Drainage Facilities", as used in the REA, shall hereafter be deemed to mean the storm water management area/detention pond located on Tract 8, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, located on any portion of Parcel A and shown on the Plat.

c. For purposes of Sections 3.1, 3.2 and 6 of the REA, the Parcel A Owner shall be deemed to have tied into or otherwise altered, modified or relocated the Water Detention and Drainage Facilities, and to have tied into and commenced the use of the Driveway, effective as of the Relocation Date.

3. **Substituted Easement.** This First Amendment shall be deemed to constitute, and shall satisfy the Parcel A Owner's obligation to grant for the benefit of Parcel B, the "substituted" easement contemplated by Section 2(d) of the REA.

4. **Ratification.** Except as amended hereby, the REA shall be and remain in full force and effect and unchanged. As amended hereby, the REA is ratified and confirmed in all respects and shall continue in full force and effect, provided, however, that nothing in this First Amendment shall be deemed a waiver or release of any unperformed obligations of any

party subject to the REA. To the extent the terms hereof are inconsistent with the terms of the REA, the terms hereof shall control.

5. **Attachments.** All attachments to this First Amendment and all drawings and documents referenced in this First Amendment shall be deemed to be a part hereof for all purposes.


6. **Suwanee.** The Parcel A Owner previously transferred Tract 4 (6.36 ac.), as shown on the Plat ("Tract 4"), to The City of Suwanee, a body politic organized and existing under the laws of the State of Georgia ("Suwanee"). Suwanee took title to Tract 4 subject to all matters of record, including, without limitation, the relocated Water Detention and Drainage Facilities crossing Tract 4, as shown on the Plat. Therefore, notwithstanding anything in Section 10.2(a) to the contrary, the consent of Suwanee to this First Amendment is not necessary as a condition to the validity and enforceability of this First Amendment. The Parcel A Owner shall nevertheless use good faith efforts to obtain Suwanee's written acknowledgement of the terms and conditions of this First Amendment, and an acknowledgment page for Suwanee is attached hereto solely for such purpose (provided that the lack of Suwanee's written acknowledgment of this First Amendment shall not in any way adversely affect the validity and enforceability of this First Amendment).

7. **Walgreen.** Walgreen Co. joins in the execution of this First Amendment as required by as required by Section 10.2(b) of the REA.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed, sealed and delivered, as of the day and year first written above.

Signed, sealed and delivered in the presence of:



Unofficial Witness


Notary Public

PARCEL A OWNER:

GWINETT PRADO, L.P., a Georgia limited partnership

By: PRADO MANAGER, INC., a Georgia corporation, its sole General Partner

By: 
Name: ~~William A. Brogdon~~ Thomas W. Wheeler, Jr.
Title: Executive Vice President

My Commission Expires

3-13-2014



Signatures continued on next page]

[First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, McGinnis Crossing III, August, 2013]

Signed, sealed and delivered
in the presence of:

PARCEL B OWNER:

MERCADANTE & MERCADANTE, a New
Mexico general partnership

Unofficial Witness

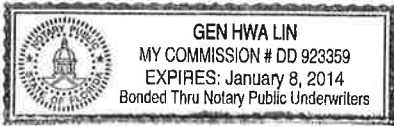
By: _____

Name: Philip A Mercadante
Title: Authorized General Partner

Notary Public

My Commission Expires:

1-8-2014



[Signatures continued on next page]

[First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, McGinnis Crossing III, August, 2013]

JOINDER

Walgreen Co. hereby acknowledges, agrees and consents to the First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions to which this Acknowledgement is attached, as required by Section 10.2(b) of the REA.

Signed, sealed and delivered
in the presence of:

Lisette Unorend *MC*

Unofficial Witness

Charles

Notary Public

WALGREEN CO.

By:

[Signature]
Name: Richard N. Steiner
Title: Director - Retail

My Commission Expires:

9/22/16



[Acknowledgment on next page]

[First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, McGinnis Crossing III, August, 2013]

ACKNOWLEDGEMENT

THE CITY OF SUWANEE, a body politic organized and existing under the laws of the State of Georgia, hereby acknowledges, agrees and consents to the First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions to which this Acknowledgement is attached.

Signed, sealed and delivered
in the presence of:

[Signature]

Unofficial Witness

Elvira D. Rogers

Notary Public

THE CITY OF SUWANEE

By:

[Signature]
Name: James M Burnette Jr.
Title: MAYOR

My Commission Expires:

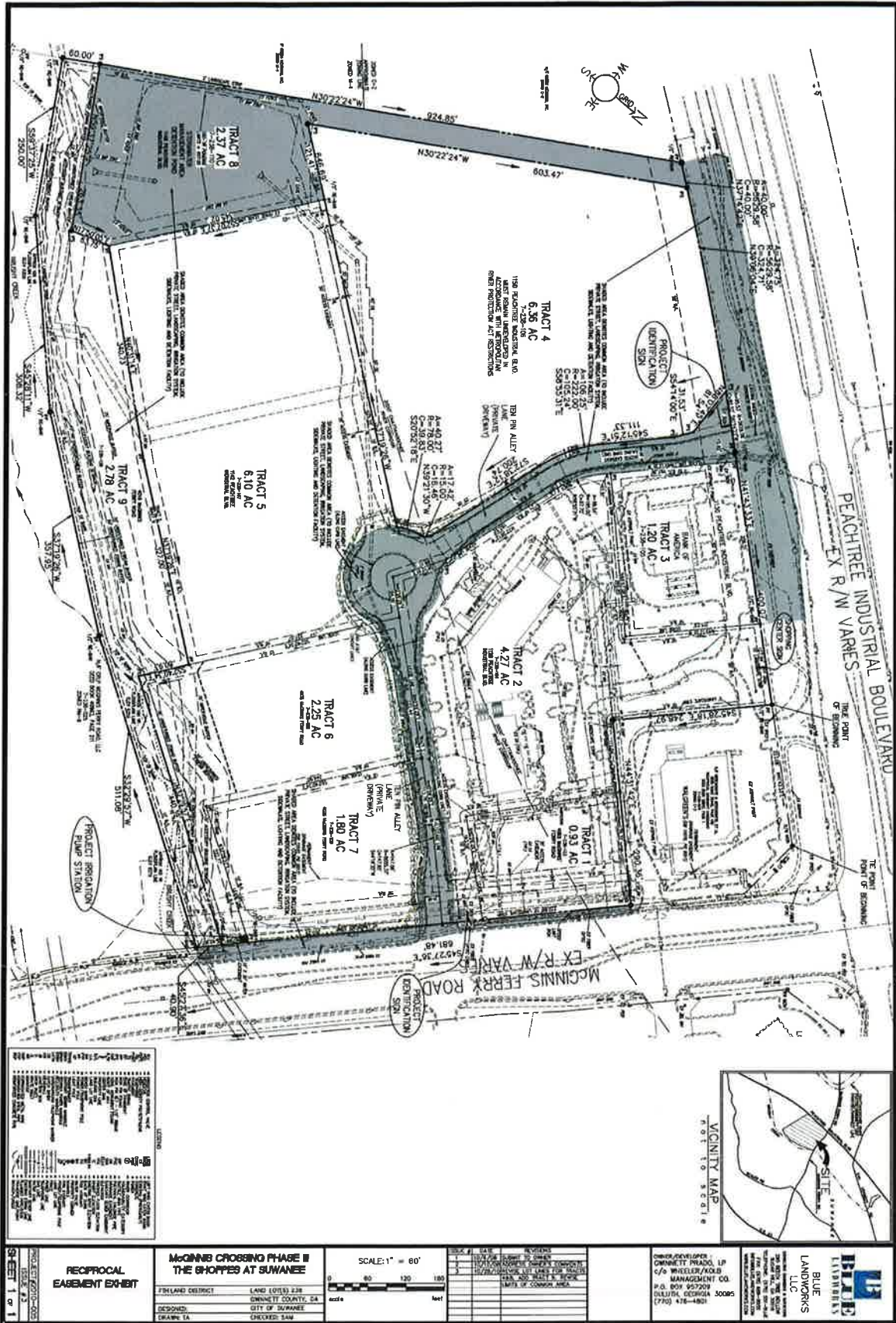


[Acknowledgement to First Amendment to Reciprocal Easement Agreement with Covenants, Conditions and Restrictions, McGinnis Crossing III, August, 2013]

EXHIBIT "B-1"

Plat

(See Attached)



<p>PROJECT IDENTIFICATION SON</p> <p>1. THE PROJECT IDENTIFICATION SON IS A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>2. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>3. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>4. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>5. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>6. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>7. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>8. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>9. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p> <p>10. THE PROJECT IDENTIFICATION SON SHALL BE A LEGAL INSTRUMENT WHICH SHALL BE FILED WITH THE DEED RECORDS OF THE COUNTY OF DEKALB, GEORGIA, AND SHALL BE A PART OF THE DEED RECORDS OF SAID COUNTY.</p>

RECIPROCAL EASEMENT EXHIBIT

PROJECT IDENTIFICATION SON
 SHEET 1 OF 1

McGINNIS CROSSING PHASE II - THE GHOPPES AT SUWANEE

FIRLAND DISTRICT LAND (01/15) 238
 DEKALB COUNTY, GA
 CITY OF SUWANEE

DESIGNED: [Signature]
 CHECKED: SAM

SCALE: 1" = 60'

0 60 120 180 Feet

NO.	DATE	REVISIONS
1	01/15/23	PRELIMINARY PLAN
2	01/15/23	REVISED PLAN
3	01/15/23	REVISED PLAN
4	01/15/23	REVISED PLAN
5	01/15/23	REVISED PLAN

OWNER/DEVELOPER:
 CONNETT PRADCO LP
 C/O WHEELERHOLD MANAGEMENT CO.
 P.O. BOX 907009
 DULUTH, GEORGIA 30085
 (770) 476-4801

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