

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 239 of the 14th District, 1st Section of Forsyth County, Georgia, being more particularly described as follows:

Commence at the intersection of the westerly margin of the right-of-way of Settingdown Circle (unspecified right-of-way) and the northerly margin of the right-of-way of Church Road (45 foot right-of-way); proceed thence in a westerly direction along the northerly margin of the right-of-way of Church a distance of 399.19 to a point marked by an iron pin found, said point being the TRUE POINT OF BEGINNING; proceed thence along said right-of-way margin North 87 degrees 31 minutes 35 seconds West a distance of 257.39 feet to a point marked by a nail found; leaving said right-of-way, proceed thence North 2 degrees 28 minutes 25 seconds East a distance of 317.80 feet to a point marked by an iron pin found; proceed thence South 88 degrees 10 minutes 15 seconds East a distance of 145.46 feet to a point marked by an iron pin set; proceed thence South 16 degrees 50 minutes 20 seconds a distance of 338.49 feet to a point marked by an iron pin found, said point being the TRUE POINT OF BEGINNING; containing 1.47 acres, more or less, and being described according to a certain Survey for RMR Georgia Property, LLC, dated June 29, 2005, and bearing the seal of Peter J. Pietraszuk, Georgia Registered Land Surveyor No. 2262, which survey is incorporated herein by this reference and made a part hereof.

Said property is a portion of Lot 6 of Settingdown Industrial Park as more particularly depicted on a certain As-Built Survey for Spec Buildings 300 & 400 Myers Industrial Park Lot 6, dated August 20, 2004, bearing the seal of Peter J. Pietraszuk, Georgia Registered Land Surveyor No. 2262, and recorded at Plat Book 83, Page 59, Forsyth County, Georgia records.

RECIPROCAL DRIVEWAY AND DRAINAGE EASEMENT AGREEMENT

THIS RECIPROCAL DRIVEWAY AND DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of September 22, 2005 between **Blue Ridge Summit Properties, LLC**, a Georgia limited liability company ("BRSP"), and **RMR Georgia Property, LLC**, a Georgia limited liability company ("RMR").

WITNESSETH

WHEREAS, RMR is the owner of a certain tract or parcel of land lying and being in Land Lot 239 of the 14th District, 1st Section of Forsyth County, Georgia commonly known as Building 300 of Settingdown Industrial Park which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "RMR Tract"); and

WHEREAS, BRSP is the owner of owner of a certain tract or parcel of land lying and being in Land Lot 239 of the 14th District, 1st Section of Forsyth County, Georgia commonly known as Building 400 of Settingdown Industrial Park which is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "BRSP Tract") (the RMR Tract and BRSP Tract are referred to herein; and

WHEREAS, the parties desire to grant to each other certain rights and easements for detention/retention and drainage of surface and storm water run-off, use and maintenance of a driveway for vehicular and pedestrian access, and for access, ingress and egress to the Tracts for purposes of exercising the rights granted in this Agreement;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement for Detention. The parties each grant and convey to the other, their successors, assigns, invitees, guests, tenants, agents, employees, contractors, partners, officers and directors, as the context requires, as a benefit to and burden upon the Tracts, a perpetual non-exclusive right, privilege and easement to operate, repair, rebuild and maintain continuously upon, over and under the BRSP Tract a detention/retention pond and facility (the "Detention Facility") for purposes of transmitting, discharging, transporting, storing and draining surface and storm water run-off and any other water traversing or occurring naturally upon the RMR Tract. Such easement shall include a right of access over and across that portion of the Detention Facility located on the BRSP Tract for purposes of ingress and egress for purposes of exercising the rights contained herein.

2. Grant of Driveway and Access Easement. The parties each grant and convey to the other, their successors, assigns, invitees, guests, tenants, agents, employees, contractors,

partners, officers and directors, as the context requires, as a benefit to and burden upon the Tracts, a perpetual non-exclusive right, privilege and easement on, over, to and through the Tracts through any driveways or parking areas that are now or hereafter constructed thereon (collectively, the "Driveways") for purposes of access, ingress and egress of vehicular and pedestrian traffic to the Tracts and Church Road.

3. Construction; Construction and Maintenance Easement. The parties acknowledge and agree that the Detention Facility and the Driveways (the "Shared Appurtenances") have already been constructed on the Tracts. Each party gives to the other a perpetual right and easement to enter upon the other's Tract to the extent reasonably required for the purposes of constructing, reconstructing, repairing, rebuilding, installing, re-installing and maintaining the Shared Appurtenances.

4. Maintenance of Driveway. The parties hereto agree as follows with respect to maintenance of the Shared Appurtenances:

(a) Maintenance. The parties acknowledge that they will be using the Shared Appurtenances as they may exist from time to time for the benefit of their respective Tracts and that as consideration for each parties' willingness to enter into this Agreement, each shall, at its own cost and expense, maintain such portion of the Shared Appurtenances as is located on their respective Tracts in a safe, first class condition and in a good state of repair; provided, however, that the parties agree to share any capital expenditures with respect to the repairs to the Detention Facility equally.

(b) Self-Help. If either of the parties fails to maintain that portion of the Shared Appurtenances located on its respective Tract as provided herein, each may, after reasonable notice to the other and a reasonable opportunity to cure such failure (which shall in no event be longer than thirty (30) days from such party's receipt of such notice), make any necessary repairs or maintenance to the Shared Appurtenances and bill the other for same, which outstanding amount shall constitute a lien against the Tracts until paid, and shall be enforceable by the parties in the same manner as liens of materialmen and laborers under Georgia law when recorded in accordance with the requirements thereof.

5. Safety. All activities undertaken within the respective properties shall be performed in a good and workmanlike manner in accordance with all applicable laws, codes and ordinances and in such a manner as to ensure the safety of the grantors thereof, their tenants, employees, invitees and guests.

6. Indemnification. Each party agrees to indemnify and hold the other harmless from and against any and all loss, claim, damage, expense or liability arising out of, or in connection with, the use by it, its agents, contractors, invitees or employees, of, or entry onto, the Shared Appurtenances or their respective Tracts, or as may otherwise arise in connection with the exercise of any rights granted herein.

7. Insurance. Each party agrees that it, or any contractor employed by it in furtherance of its activities pursuant to this Agreement, shall maintain reasonable commercial general liability insurance which shall cover all such activities.

8. Not a Public Dedication. This Agreement is not and shall not be deemed to be a public dedication, and no party shall have any rights in, to, or under this Agreement except as expressly permitted or granted hereunder.

9. Mortgage Subordination. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage, deed to secure debt or deed of trust on its respective property, other than those that are expressly subordinated to the lien of this Agreement.

10. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, obligation, option and restriction made, granted or assumed, as the case may be, by any party to this Agreement is made by such party not only personally for the benefit of the parties hereto but also as the owner of their respective properties and same shall constitute an equitable servitude on the property owned by such party appurtenant to and for the benefit of the other property. Any transferee of any part of either party's property shall automatically be deemed, by acceptance of the title to any portion of that property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in the portion of the property owned by such party and to have agreed with the then owner or owners of all other properties affected by this Agreement to execute any and all instruments and to do any and all things required to carry out the intention of this Agreement and the transferor shall under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the property so conveyed that remain unsatisfied. The easements and covenants contained herein shall be real covenants that run with the land.

11. No Interest in Land. This Agreement does not convey any title to or interest in the real property benefited and burdened hereby but merely grants the covenants, rights, privileges and easements expressly contained herein. The parties shall retain the right to use and occupy their respective properties for all purposes not inconsistent with this Agreement.

12. Entire Agreement. This Agreement contains the entire understanding between the parties and shall not be amended or modified unless in writing by the parties to be charged.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall constitute but one and the same agreement, which shall be sufficiently evidenced by any one of the original counterparts.

IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

[Notary Seal]

Signed, sealed and delivered
in the presence of:

J. Carter Barnett
Unofficial Witness

Larry C. Oldham
Notary Public

[Notary Seal]



BRSP:

BLUE RIDGE SUMMIT PROPERTIES,
LLC

By: _____ (SEAL)
William E. Weeks, Member

RMR:

RMR GEORGIA PROPERTY, LLC

By: *Robert W. Roy* (SEAL)
Robert W. Roy, Member

