

Deed Doc. EASE
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Beverly Logan *glc*
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 04174 Pg 0221-0228
Penalty:

STATE OF GEORGIA,
ATHENS-CLARKE COUNTY.

INGRESS-EGRESS
EASEMENT AGREEMENT

This agreement is made by and between Victoria Lynn Spencer (hereinafter "Spencer"), and the UNITED STATES OF AMERICA (hereinafter "the Government").

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and the mutual promises exchanged herein, the parties hereto agree as follows:

1.

Spencer owns Tract 1, 1.107 acres and Tract 2, 4.068 acres, contiguous properties, as the same are shown on a plat entitled: "Survey for: Reese Spencer, et, al.," dated June 5, 2012, by Ben McLeroy, RLS No. 1184, which plat is recorded in Plat Book 44, page 45D, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the "Plat"), said plat being incorporated herein by reference, and being more particularly described by metes and bounds description on Exhibit A, which is incorporated herein by reference.

2.

These two lots are adjacent to and share access from Georgia Highway 10, US Highway 29 & 78 (the "Atlanta Highway"), giving pedestrian, vehicular and utility access from such highway to the respective lots.

3.

Contemporaneously with the execution of this Ingress/Egress Easement Agreement (this "Agreement"), Spencer is conveying Tract 2 and a 60' access easement (the "Easement") to and from the Atlanta Highway to Tract 2 to the Government. Such Easement is appurtenant to Tract 2 and is labeled as "New 60' Access Easement," on the Plat. This Agreement is to govern the Easement and each party's rights and responsibilities in regard thereto.

4.

The parties agree that the purpose of this Agreement is for specifying the access, maintenance, and repair of the Easement. The parties agree that the Government and its successors-in-title and assigns shall have a permanent, non-exclusive right and easement in and to the Easement for the purpose of pedestrian and vehicular ingress and egress to Tract 2 and for the installation and maintenance of all utilities, including without limitation water, sanitary sewer, electricity, telecommunications and natural gas, and Spencer does hereby grant and convey such easement unto the Government and its successors-in-title and assigns. So long as the Government owns Tract 2, there shall be no charge by Spencer for the use, maintenance, or repair of the Easement.

5.

Upon the Government's conveying Tract 2 and Access Easement to a third party, such grantee and its successors shall share equally with Spencer any and all maintenance to the pavement covering the Easement, provided such repairs are occasioned by the nominal wear and tear of standard vehicular traffic across such easement. In the event the successor owner of Tract 2 seeks to develop Tract 2 utilizing heavy machinery, heavy equipment, concrete mixer trucks, or any other heavy duty vehicle, which machinery, equipment, or vehicle causes excess wear or causes damage to the pavement on the Easement, then the successor in interest to the Government causing such damage

shall be responsible for the cost of restoring pavement and the cost of making all repairs required to return the Easement to its current condition.

6

In regard to standard maintenance, either party may notify the other of the need for any repair, maintenance or replacement of the pavement covering the Easement. Upon receipt of such notice, Spencer shall cause such repair, maintenance or replacement to be completed. Upon completion of any repair, maintenance or replacement of the pavement on the Easement, the owner of the Tract 2 Property shall, if applicable, pay its Pro Rata Share of the costs of such repair, maintenance or replacement within thirty (30) days of receipt of a written notice requesting reimbursement and including copies of invoices for all work performed. In the event the owner of the Tract 2 Property fails to make such reimbursement within the thirty (30) day period, the amount due and owing shall bear interest at a rate of twelve percent (12%) per annum. If Spencer fails to complete such repair, maintenance or replacement of the driveways within ninety (90) days of receipt of written notice from the owner of the Tract 2 Property requesting such repair, maintenance, or replacement, the owner of the Tract 2 Property shall have the right to cause such repair, maintenance or replacement to be made and Spencer shall reimburse the owner(s) of the Tract 2 Property for the costs of the same, less the Pro Rata Share of the owner(s) of the Tract 2 Property, if any, within thirty (30) days of receipt of a written notice requesting reimbursement and including copies of the invoices for all work performed. If Spencer fails to reimburse the owner of the Tract 2 Property for the costs of such repair, maintenance or replacement within such thirty (30) day period, the amount due and owing shall bear interest at a rate of twelve percent (12%) per annum until paid.

All work performed on the Easement pursuant to this Section 6 shall be performed in a good

and workmanlike and lien-free manner with the party causing the work to be performed being responsible to return the affected property to substantially the same condition found before the work was performed. In the event a lien is filed against the Tract 1 Property resulting from the work performed pursuant to this Section 6, the party causing the work to be performed will have the lien removed from the Tract 1 Property by satisfaction, or bond, within thirty (30) days of the lien being filed. The party at whose insistence the work was performed shall indemnify and hold harmless the other parties against any loss resulting from the work performed.

Notwithstanding anything contained herein to the contrary, the Tract 2 Property owner shall be solely responsible for the repairs and replacement of any drives located on the Tract 1 Property that are damaged as a result of construction traffic that is associated with any construction activities located on the Tract 2 Property.

7.

All rights, powers and remedies provided in this Agreement may be exercised only to the extent that the exercise of such rights does not violate applicable law, and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained in this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement shall not be affected thereby.

8.

This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the owners of the Properties, their respective successors and assigns, including without limitation successors-in-title, to all or portions of the Properties, and, in the event the Properties are submitted to a condominium form of ownership, the condominium owners association for each of the Properties. Each of such parties shall have the right to enforce the provisions of this Agreement that benefit the portion

of the Properties in which such party holds an interest. The terms and provisions of this Agreement shall be covenants running with the land, and any conveyance of any portion of the Properties affected by this Agreement shall expressly state that such conveyance is subject to the terms of this Agreement. By acceptance of a deed for any of such property, the grantee under any such deed shall be deemed to have assumed all the duties and obligations of its predecessor-in-interest accruing under this Agreement during the time the grantee owns such property.

9.

Any notice or other communication required or permitted to be given under this Agreement (herein called a "Notice") shall be in writing and shall be delivered overnight air courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its last known address. Each Notice shall be effective on the date of overnight air courier delivery or on the date of deposit in the United States mail as provided above; however, the time period within which a response to any Notice must be given, if any shall commence to run from the date of actual receipt of such Notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. Any owner of one of the Properties or any portion thereof, (or any condominium owners association which is acting as the authorized representative of the owners of one of the Properties) shall have the right from time-to-time to change its address and to specify any other address within the continental United States as provided in the following paragraph.

If the Tract 2 Property is submitted to the condominium form of ownership, the owners association for the Tract 2 Property shall be designated the authorized representative for the owners of the Tract 2 Property. Unless the notice of address change is recorded in the Office of the Clerk of the Superior Court as provided above, the address of such association shall be the address of its

registered agent as filed with the Secretary of State of Georgia.

In addition, a copy of any Notice shall also be sent, in the same manner as provided above, to any holder of any deed to secure debt or similar instrument encumbering any portion of the Properties, if the name and address of such holder has been provided in writing to the parties to this Agreement.

10.

This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

11.

This Agreement is not intended, nor shall it be construed, to create any third party beneficiary rights to any other person or entity. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public.

12.

This Agreement and the exhibits attached hereto contain all the representations and the entire grant between the parties with respect to the subject matter of this Agreement. This Agreement may be amended at any time, and from time to time, such agreement to be evidenced by the execution of an amendment to this Agreement filed for record in the office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, setting forth the terms and provisions of the amendment.

13.

Time is of the essence of this Agreement and of each and every provision hereof.

14.

The easement shall inure to the benefit of and be binding upon each of the parties hereto

and their respective successors in interest.

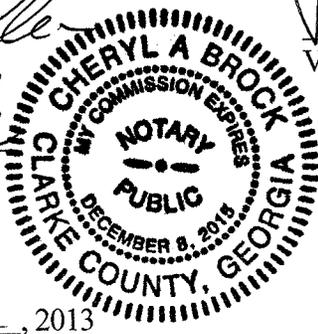
In witness whereof, each party hereto has set their hand and affixed their seals the day and year indicated by such signature.

Signed sealed and delivered this

19th day of November, 2013

[Signature]
Witness

Cheryl A. Brock
Notary Public



Victoria Lynn Spencer
Victoria Lynn Spencer

Signed sealed and delivered this

26th day of November, 2013

[Signature]
Witness

[Signature]
Notary Public
11/20/2013



[Signature]

United States of America
THOMAS J. HOLLOMAN, III
Special Agent In-Charge

EXHIBIT A

Property of Victoria Lynn Spencer, 3155 Atlanta Highway, Athens, Georgia 60 Foot wide Ingress-Egress Easement Legal Description

All that tract or parcel of land, lying and being in the 241st GMD, Athens-Clarke County, Georgia, on the south right-of-way of US Highway 29 and 78, and being more particularly described as follows:

Beginning at a point where the west right-of-way of Athens Town Boulevard intersects the south right-of-way of US Highway 29 and 78, running thence south 72 degrees 30 minutes 58 seconds west 225.54 feet to a point on the south right-of-way of US Highway 29 and 78 which is the TRUE POINT OF BEGINNING; running thence south 28 degrees 28 minutes 06 seconds east 65.56 feet to a point; running thence south 14 degrees 53 minutes 50 seconds east 70.11 feet to a point; running thence south 40 degrees 51 minutes 09 seconds west 71.88 feet to a half inch spindle; running thence south 73 degrees 23 minutes 59 seconds west 36.76 feet to a point; running thence north 13 degrees 08 minutes 25 seconds east 32.63 feet to a point; running thence north 14 degrees 53 minutes 50 seconds west 61.54 feet to a point; running thence north 28 degrees 28 minutes 06 seconds west 70.07 feet to a point on the southerly side of US Highway 29 and 78; running thence north 72 degrees 30 minutes 58 seconds east 61.12 feet to the point which is the TRUE POINT OF BEGINNING.