

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS AGREEMENT
ACCEPTING THE GRANT OF AN EASMENT FROM CL HAYES PROPERTIES LLC,
TO HALL COUNTY, GEORGIA AND GRANTING AN EASEMENT TO CL HAYES
PROPERTIES LLC. FROM HALL COUNTY, GEORGIA

WHEREAS, an Access Easement Agreement attached hereto as “Resolution Exhibit A” has been developed by which CL Hayes Properties, LLC. (hereinafter referred to as “CL Hayes”) would grant Hall County, Georgia (hereinafter referred to as “the County”) a permanent non-exclusive easement for vehicular and pedestrian ingress and egress through the portion of CL Hayes’s property as depicted in “Resolution Exhibit B” that the county would use for the benefit of the Highlands to Islands Trail project, and by which the County would grant CL Hayes a perpetual non-exclusive easement over a portion of the Highlands to Island Trail project as described in “Resolution Exhibit C”; and

WHEREAS, the County desires to acquire access to the 0.008 acre portion of the tract owned by CL Hayes Properties, LLC. labeled as Required Acquisition Area on “Resolution Exhibit B” for the benefit of the Highlands to Islands Trail project ; and

WHEREAS, CL Hayes desires to acquire access to allow the construction and use of a driveway over a portion of the Highlands to Islands Trail project as depicted in “Resolution Exhibit C”; and

WHEREAS, the Board of Commissioners has determined that the execution of the proposed Access Easement Agreement is in the best interest of the general welfare of the citizens of Hall County; and

WHEREAS, the Board of Commissioners of Hall County, Georgia intends to approve the execution of the Access Easement Agreement and intends to authorize the Chairman to execute any documents necessary to effectuate the execution of that Agreement and the acceptance and granting of the easements discussed therein subject to the review and approval of the County Attorney.

NOW THEREFORE, the Hall County Board of Commissioners determines and declares that the execution of the Access Easement Agreement is in the best interest of the citizens of Hall County and the Board further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Access Easement Agreement and furth authorizes the Chairman to sign any and all documents necessary to effectuate the granting of and acceptance of the easements described therein as may be necessary, subject to the review and approval of the County Attorney.

SO RESOLVED this the _____ day of August, 2025.

**HALL COUNTY BOARD OF
COMMISSIONERS**

ATTEST:

(SEAL)
Jennifer Rivera, County Clerk

Chairman, David Gibbs

APPROVED AS TO FORM:

Justin Lawhon, Interim County Attorney

After recording return to:
Eric P. Wilborn
Stewart, Melvin & Frost, LLP
P. O. Box 3280
Gainesville, GA 30503

ACCESS EASEMENT AGREEMENT

**STATE OF GEORGIA,
COUNTY OF HALL.**

THIS ACCESS EASEMENT ("Agreement") is made and entered into as of the _____ day of July 2025, by and between **CL HAYES PROPERTIES LLC** and **HALL COUNTY, GEORGIA** (each a "Party" and collectively, the "Parties").

RECITALS

CL HAYES PROPERTIES LLC is the owner of that certain land located in Hall County, Georgia, and more particularly described on Exhibit "A" attached to this Agreement and made a part of this agreement by this reference.

HALL COUNTY, GEORGIA is the owner of that certain land located in Hall County, Georgia, and more particularly described on Exhibit "B" attached to this Agreement and made a part of this agreement by this reference.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Agreement.

GRANT OF EASEMENT

1. CL HAYES PROPERTIES LLC hereby agrees to grant to HALL COUNTY, GEORGIA, its successors and assigns, pursuant to the terms and conditions hereof, a **Permanent Non-Exclusive Easement** for vehicular and pedestrian **ingress and egress** and access on, over, across, through and upon property of CL HAYES PROPERTIES LLC which connects to the Multi-Use Trail described on Exhibit "C" attached to this Agreement and made a part of this agreement by this reference for the benefit of and appurtenant to HALL COUNTY, GEORGIA.

2. HALL COUNTY, GEORGIA hereby agrees to grant for the benefit of and appurtenant to CL HAYES PROPERTIES LLC, its successors and assigns, pursuant to the terms and conditions hereof, a **Perpetual, Non-Exclusive Easement** over, across and through a portion of the Multi-Use Trail located on property of HALL COUNTY, GEORGIA described on Exhibit "B" and more fully described on Exhibit "D" attached to this Agreement and made a part of this agreement by this reference for the purposes of **non-exclusive, perpetual** easement for vehicular and pedestrian **ingress and egress** in which will allow CL HAYES PROPERTIES LLC to access a driveway located on his property. Any damage to the Property incurred in connection with the use of the

easement by CL HAYES PROPERTIES LLC or his invitees, ordinary wear and tear excepted, will be repaired by CL HAYES PROPERTIES LLC at CL HAYES PROPERTIES LLC sole cost and expense.

Entire Agreement, Modification

This Agreement constitutes the entire and complete agreement between the parties regarding the easements granted above and supersedes any prior oral or written agreements between the parties with respect to the transaction contemplated hereby. It is expressly agreed that there are no verbal understandings or agreement which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by the parties hereto.

Binding Effect

All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement has been made and entered into under the laws of the State of Georgia and those laws shall control the interpretation of this Agreement. The easements and conditions contained in this Agreement are covenants running with the land.

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA

By: _____ (SEAL)
Chairman: Hon. David Gibbs

Attest: _____
Jennifer Rivera, County Clerk

Approved By:

County Attorney:

CL HAYES PROPERTIES LLC


Unofficial Witness

By: _____ (SEAL)
Title: Managing Partner


Notary Public (Affix Seal)
My Commission Expires: 3-2-27



EXHIBIT "A"

All that tract or parcel of land, together with any improvements located thereon, lying and being in the Oakwood District GMD, Hall County, Georgia, fronting on the Gainesville-Atlanta Highway, and more particularly described as follows: Beginning at an iron pin corner where said property joins property now or formerly of Hoyt Oliver and running in an easterly direction along Gainesville-Atlanta Highway 100 feet to a stake corner; thence in a northerly direction along lands now or formerly of W.H. Reed 150 feet to a stake; thence in a southwesterly direction 180 feet to a stake at property now or formerly owned by Hoyt Oliver; thence along the Hoyt Oliver line in an easterly direction 271 feet to a stake on the Gainesville-Atlanta Highway and the beginning corner and being a part of the former W.H. Reed Property. This is the same property conveyed to Lenco Holdings Inc., in Deed Book 4683, page 575, of the Hall County, Georgia Deed Records, and is currently designated as 2766 Atlanta Highway according to the present system of numbering properties in Hall County, Georgia. Said property is also shown setout, and delineated on a plat of survey dated January 31, 2005, styled "Survey for Lenco Holdings, Inc.", prepared by Phillips Land Surveying, Tommy J. Phillips, Registered Land Surveyor, which survey is incorporated herein by reference. To the extent that there may be a discrepancy between this metes and bounds description and the survey, it is the intent of this deed to convey this property to the fullest extent possible under either document all the way to the property lines of adjoining owners.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 27 of the 9th Land district of Hall County, Georgia, being more particularly described as follows: Beginning at a point 1,962 feet LEFT of and opposite Station 10+592.422 on the construction centerline of S.R. 13 on Georgia Highway Project No. NH-985-1(322); from the point of beginning, thence N 62°45'38.5" W for a distance of 58.038 feet to the point the boundary; thence N 27°14'16.5"E for a distance of 100.010 feet to a point on the boundary; thence S 62°45'04.4"E for a distance of 58.017 feet to a point on the boundary; thence S 27°13'33.0"W for a distance of 100.000 feet to the point of beginning. Containing 0.133 acres, more or less. Also, granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said property by the Department of Transportation.

EXHIBIT "B"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 27 of the 8th District in Hall County, Georgia, and being more particularly described as follows:

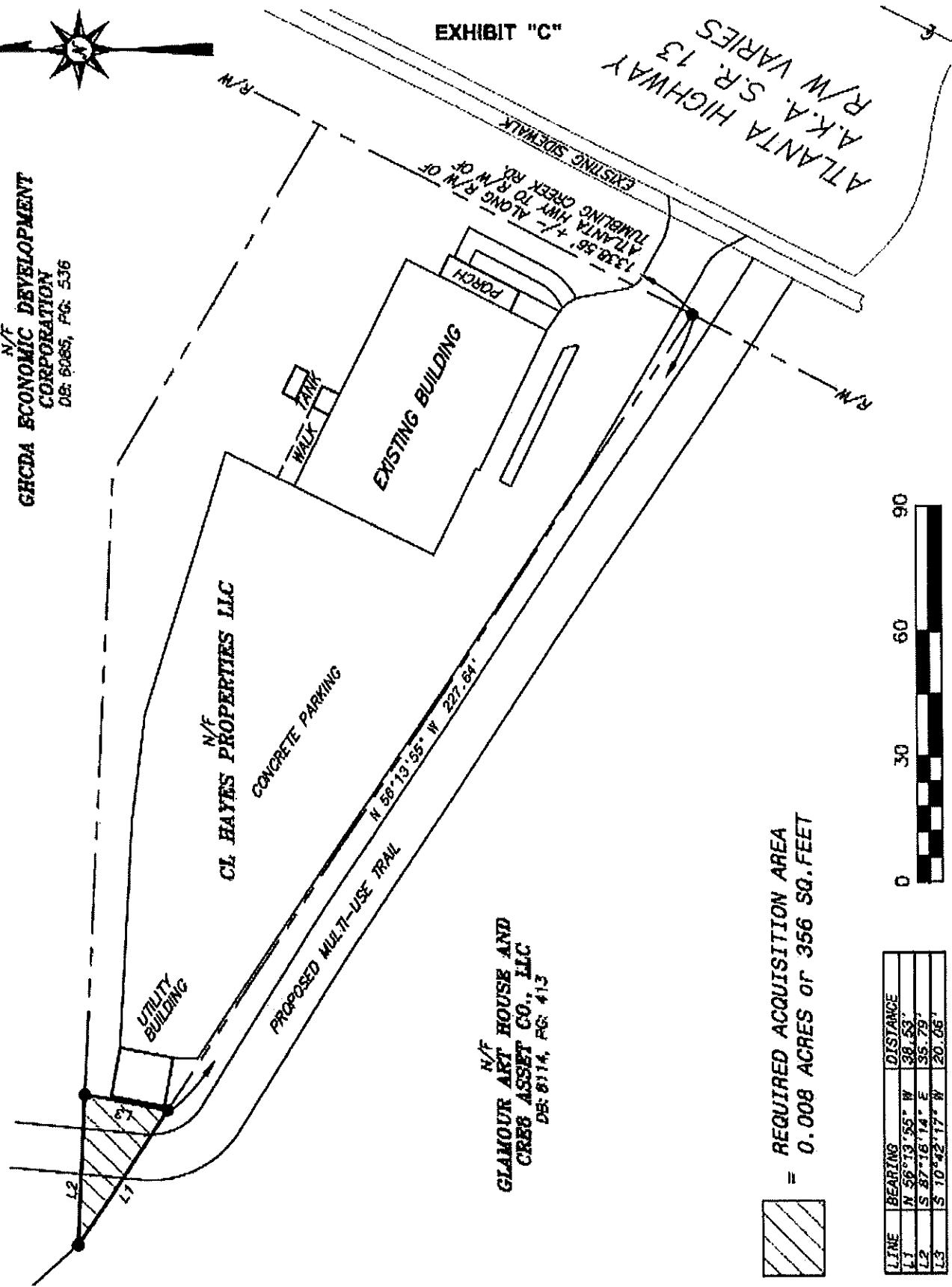
BEGINNING at a point on the northwesterly right-of-way of Atlanta Highway (State Route # 13), said point is located 1,388.56' measured along said right-of-way from the southerly right-of-way of Tumbling Creek Road;

THENCE along the right-of-way of Atlanta Highway (State Route # 13) S 27°13'26" W for a distance of 20.13' to a point; **THENCE** leaving said right-of-way N 56°13'55" W for a distance of 254.99' to a point; **THENCE** N 33°46'05" E for a distance of 20.00' to a point on the common line of Glamour Art House, Inc. and Cre8 Asset Co., LLC and Boys of Fall, LLC; **THENCE** along said common line S 56°13'55" E for a distance of 252.69' to the **POINT OF BEGINNING**;

Said tract contains 0.117 acres (5,077 square feet) more or less.

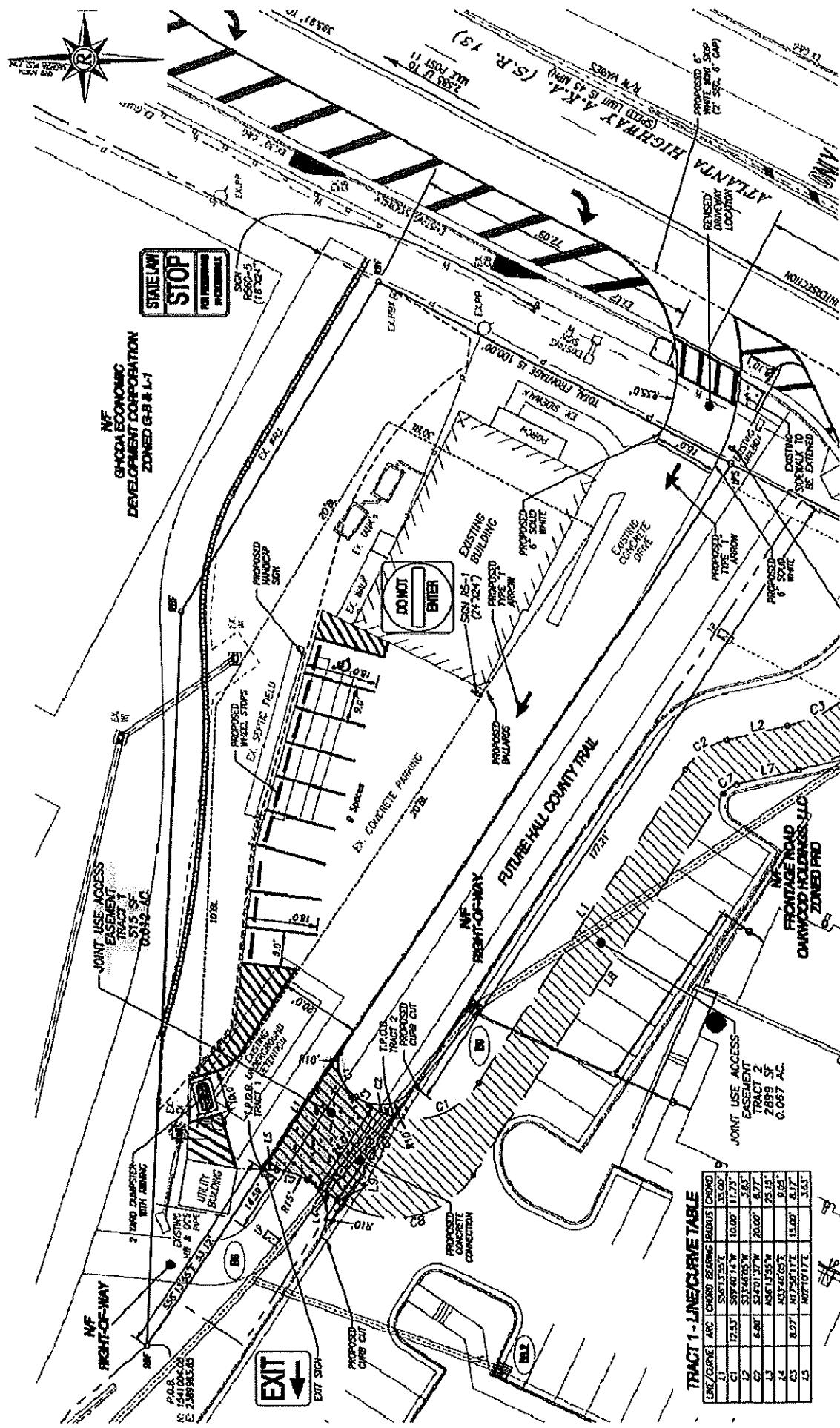
GHCD4 ECONOMIC DEVELOPMENT
CORPORATION
DE: 6005, PG: 536

EXHIBIT "C"



LINE	BEARING	DISTANCE
L1	N 56° 13' 55" W	38.53'
L2	S 27° 16' 14" E	35.79'
L3	S 10° 42' 17" W	20.06'

EXHIBIT "D"



N/F
GHEDA ECONOMIC DEVELOPMENT
CORPORATION
DB: 6085, PG: 536

N/F
CL HAYES PROPERTIES LLC

CONCRETE PARKING

PROPOSED MULTI-USE TRAIL
N 56°13'55" W 221.64'

UTILITY
BUILDING

L1
L2
L3

N/F
GLAMOUR ART HOUSE AND
CRE8 ASSET CO., LLC
DB: 8114, PG: 413

= REQUIRED ACQUISITION AREA
0.008 ACRES or 356 SQ. FEET



LINE	BEARING	DISTANCE
L1	N 56°13'55" W	38.53'
L2	S 87°16'14" E	35.79'
L3	S 10°42'17" W	20.06'



