

Easement

This document, signed but not yet recorded, will allow 3180 Haynes Drive (Unit J) to have ingress and egress and utility access to a public road by crossing over an access drive on the land of the Condominium Association.

After Recording Return to:

Patrick W. Shuler
Stewart, Melvin & Frost, LLP
200 Main Street, Suite 600
Gainesville, GA 30503

**STATE OF GEORGIA
COUNTY OF HALL**

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS EASEMENT granted this _____ day of _____, 2025 between **THE CEDARS CONDOMINIUM ASSOCIATION, INC.**, a Georgia non-profit corporation, as party of the first part, hereinafter referred to as "Grantor," and **TENNENT LEE SLACK**, of the State of Georgia, as party of the second part, hereinafter referred to as "Grantee."

WITNESSETH THAT:

WHEREAS, Grantor owns real property (hereinafter the "Servient Property") as further described on **Exhibit A**.

WHEREAS, Grantee owns real property (hereinafter the "Benefitted Property") as further described on **Exhibit B**.

WHEREAS, the Parties wish and agree to create a certain easement as further described on **Exhibit C** for the benefit of the Benefitted Property and Grantee, its heirs, successors, and assigns.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this Easement and in consideration of the agreements and covenants contained in this document, the Parties hereby declare, establish, create and reserve that the above-mentioned lots are and shall be held, transferred, aliened, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the easements and covenants as hereinafter set forth below:

1. **Creation of Access Easement.** Subject to the terms, conditions and limitations set forth in this Agreement, Grantor hereby grants and conveys to Grantee the following perpetual non-exclusive easement in, over, and upon a portion of Grantor's land for the benefit of and appurtenant to the benefited land for the purpose of vehicular and pedestrian ingress and egress over across and through that portion of the Servient property which is the access drive.

a. **Location of Access Drive Subject to This Easement Agreement.** The Access Drive shall be as described in Exhibit C.

2. **Creation of Utility Easement.** Subject to the terms, conditions and limitations set forth in this Agreement, Grantor hereby grants and conveys to Grantee the following perpetual non-exclusive easement in, over, under, and upon a portion of Grantor's land for the benefit of and appurtenant to the benefited land for the purpose of maintaining, repairing, and replacing utility lines including but not limited to sewer and water lines, electric transmission lines, and cable and internet lines

a. **Location of Utility Easement Agreement.** The Utility Easement shall cover the area of the Access Drive as described in Exhibit C and an additional 5 feet on either side of the Access Drive, along the right-of-ways on either side of the Access Drive.

3. **Duration and Termination of Access Easement.** The provisions of this Agreement shall run with and bind title to the Benefitted Property, shall be binding upon and inure to the benefit of all parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that if the access road is conveyed to any governmental authority and is dedicated and becomes a public road by any governmental authority, then this easement and Agreement, and all responsibilities and interests thereunder, shall terminate upon the date of recording of such conveyance and dedication.

4. **Maintenance of Access Drive and Notice Thereof.** Grantor may elect from time to time to temporarily impede the use of this Access Drive, and therefore temporarily inconvenience Grantee's use of such Access Drive, for the purpose of performing necessary or beneficial work on said Access Easement. Such work shall include, without limitation, patching, resurfacing, repairing and maintaining the Access Drive in good repair and in a sound and functional condition, and in conformity with any governmental or quasi-governmental rules, regulations or requirements. When such work is required, Grantor shall give advanced notice of 30 days, excepting in cases of emergency repair in which only advanced notice shall be required, to Grantee prior to impeding said Access Drive and the beginning of such work.

a. **Cost of Maintenance and Repair.** Grantee agrees to assist in paying the reasonable expenses of maintaining and repairing the Access Drive.

Grantee specifically agrees to pay one-third (1/3) or thirty-three percent (33%) of the reasonable cost of maintenance and repair of the Access Drive.

5. **Maintenance of Utility Lines and Notice Thereof.** Grantor or Grantee may elect from time to time to temporarily impede the use of this Access Drive or the area within 5 feet of the right-of-way, and therefore temporarily inconvenience Grantee's or Grantor's use of such Access Drive, for the purpose of performing necessary or beneficial work regarding the Utility Easement. Such work shall include, without limitation, excavating, moving, repairing, maintaining, and running utility lines underground, and keep said lines in good repair and in a sound and functional condition, and in conformity with any governmental or quasi-governmental rules, regulations or requirements. When such work is required, Grantor or Grantee shall give advanced notice of 30 days, excepting in cases of emergency repair in which only advanced notice will be required, to Grantee or Grantor, respectively, prior to impeding said Access Drive and the beginning of such work.

6. **Notice.** Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be delivered to the following addresses, respectively:

If to Owner of Benefitted Property:

Tennent Lee Slack or Current Owner
3180 Haynes Drive
Gainesville, GA 30506

If to the Owner of Servient Property:

The Cedars Condominium Association, Inc.
Attn: President
P.O. Box 1773
Gainesville, GA 30503

Either Party may specify or change the place for service of notice by sending a notice to the other Party, which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

7. **Amendments.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, modification, or termination is sought.

8. **No Reverter.** No covenant or restriction herein is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating the possibility of a reverter.

9. **Reservation of Rights.** Each Owner hereby reserves all rights and privileges incident to the ownership of the fee simple estate of their respective property as are not inconsistent with nor materially interfere with the easement rights and privileges herein granted.

10. **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or, remedies which a party may have hereunder by reason of any such breach.

11. **Time.** Time is of the essence of this Agreement.

12. **Term.** The easements set forth in this Agreement shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Agreement shall be binding upon and enforceable against Owners and occupants for a period of twenty (20) years from the date this Agreement is filed in the public deed records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each.

13. **Non-Waiver.** The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

15. **Partial Invalidity.** In the event any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day and year first written above.

GRANTOR:
**THE CEDARS CONDOMINIUM
ASSOCIATION, INC.**

Signed, sealed and delivered in the presence of:

Lynn Frets
Witness

Patrick W. Shuler
Notary Public

By: GLynn Frets
GLYNN FRETS, Director, President

Attest: Nathan Hope
NATHAN HOPE, Secretary



(NOTARY SEAL)

(CORPORATE SEAL)

GRANTEE:
TENNENT LEE SLACK

By: W.H. Slack, IV
W. H. Slack, IV, as Power of Attorney for
Tennent Lee Slack, Owner of the Benefitted
Property

Exhibit A

UNITS H & I

All that tract or parcel of land situate, lying and being in the Land Lot of 113 of the 10th Land District, of Hall County, Georgia, containing 0.803 acres, as shown on a survey for David Dunlap of "The Cedars" a condominium, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 2, 2000, revised August 7, 2000, and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE at a point where the centerline of Haynes Drive (50-foot right of way) intersects the centerline of Dunlap Drive; thence North 59 degrees 40 minutes 50 seconds West 208.85 feet to an iron pin corner located along the northerly right of way of Haynes Drive which point is the true point of beginning; thence along the northerly right of way of Haynes Drive the following courses and distances, to-wit: a curve to the right to a point which point is a chord distance North 88 degrees 14 minutes 51 seconds West 70.77 feet from the point of beginning; thence continuing along the northerly right of way of Haynes Drive South 85 degrees 24 minutes 40 seconds West 180.64 feet to a point; thence leaving the northerly right of way of Haynes Drive and continuing North 36 degrees 36 minutes 46 seconds East 181.22 feet to an iron pin corner; thence North 38 degrees 11 minutes 51 seconds East 98.97 feet to an iron pin corner; thence South 49 degrees 26 minutes 36 seconds East 90.00 feet to an iron pin corner; thence South 77 degrees 19 minutes 22 seconds East 72.80 feet to an iron pin corner; thence South 38 degrees 11 minutes 51 seconds West 79.91 feet to an iron pin corner; thence South 6 degrees 34 minutes 4 seconds West 74.15 feet to the true point of beginning.

Declarant reserves a perpetual, non-exclusive easement for the purposes of utility, vehicular and pedestrian access, ingress and egress leading from Haynes Drive in the northerly direction to other property owned by Declarant, which easement is shown as an "existing drive" on plat recorded in Condominium Plat Slide 900, Page 116, of the Hall County Records, together with that portion shown as "future drive" on said plat.

Exhibit B

All that tract or parcel of land, situate, lying and being in Land Lot 113 of the 10th Land District of Hall County, Georgia, being Unit # "J" of The Cedars, a Condominium, which unit is shown on survey for David Dunlap, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 13th, 2001, revised February 11th, 2002, and recorded in Condominium Plat Slide 900, Page 117 of the Hall County Records, and which unit is more fully shown and described in Architectural Plans for Unit "J", The Cedars, A Condominium filed in the Office of the Clerk of Superior Court of Hall County, Georgia, in Condominium Floor Plans, Cabinet 1, Folio 46, of the Hall County Deed Records, together with its appurtenant percentage of undivided interest in the common elements of The Cedars, a Condominium.

This property is subject to the Declaration of The Condominium for The Cedars recorded in Deed Book 2742, Page 274 of the Hall County Records, First Amendment to Declaration of The Cedars, A Condominium, recorded in Deed Book 3222, Page 291, of the Hall County Records, Second Amendment to the Declaration of The Cedars, recorded in Deed Book 3719, Page 248 of the Hall County Records and Third Amendment to the Declaration of The Cedars, recorded in the Hall County Records.

Exhibit C

Future description of the Access Drive and Utility Easement.

