

AFTER RECORDING, RETURN TO:

MAHAFFEY PICKENS TUCKER, LLP

1550 North Brown Road, Suite 125

Lawrenceville, Georgia 30043

File No. 2609-0072 (RLT/CWD)

STATE OF GEORGIA

COUNTY OF HALL

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this 18 day of July, 2022 by and between **LANCASTER COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation ("**Grantor**") and **HALL COUNTY, GEORGIA** ("**Grantee**").

WHEREAS, Grantor is the owner of that certain tract or parcel real property located in Hall County, Georgia, being the same property bearing Hall County Parcel No. 15042 000345, and being as is more particularly described in that certain Quitclaim Deed dated October 14, 2019, and filed for record in Deed Book 8352, Page 1, Hall County, Georgia records, the legal description provided in said deed being incorporated herein by this reference for a more complete description (the "**Grantor Property**");

WHEREAS, Grantee is the owner of that certain tract or parcel of real property located in Hall County, Georgia, being the same property bearing Hall County Parcel No. 15042 000341, and being as is more particularly described in that certain Limited Warranty Deed dated June 23, 2022, and filed for record in Deed Book 9150, Page 393, Hall County, Georgia records, the legal description provided in said deed being incorporated herein by this reference for a more complete description (the "**Grantee Property**");

WHEREAS, Grantee desires to obtain from Grantor an easement over, on, across and through the Grantor Property to provide the Grantee Property pedestrian and vehicular access, ingress, and egress to and from the Grantee Property and the current public right-of-way of Spout Springs Road adjacent to the Grantee Property, and the future public right-of-way of Lancaster Crossing on and within the Grantee Property;

WHEREAS, Grantor desires to grant an easement in, to, over, and across the Grantor Property to Grantee, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and no/100ths Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Grant of Access Easement. Grantor hereby declares, grants and conveys to Grantee, its successors, assigns, and the successors-in-title to the Grantee Property, for the benefit of the Grantee Property, a permanent non-exclusive easement, right and privilege, for vehicular and pedestrian access, ingress and egress on, over, across and through that certain portion of the Grantor Property as more is particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Access Easement Area"), and being further depicted as the cross-hatched area labelled "Access Easement Area = 1,018 SF." as shown on Exhibit "B" attached hereto and incorporated herein by reference, for the purpose of providing Grantee and the Grantee Property with access to and from the Grantee Property and adjacent public right-of-ways over the Access Easement Area (the "Access Easement").

2. Term. This Agreement may be terminated only by written instrument signed by the parties and/or their respective successors and assigns, and recorded in the real property records in Hall County, Georgia.

3. Maintenance. Grantee shall maintain the Access Easement Area (or cause the Access Easement Area to be maintained) in good condition; provided, however, Grantor shall reimburse Grantee upon demand for any repairs or improvements where same were made necessary by any negligent act or omission of Grantor, any tenant, subtenant, or concessionaire, or their respective employees, agents, invitees, licensees, visitors, or contractors. Any claim for such reimbursement shall be a secured obligation, and a lien therefore shall attach to the Grantor Property.

4. Miscellaneous.

4.1 Covenants Run With The Land. The easements and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective successors and assigns, and their agents, contractors, subcontractors, licensees, and invitees. The easements, benefits, and covenants contained herein shall run with and bind the Grantor Property and the Grantee Property respectively.

4.2 Governing Laws, Severability. This easement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this easement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this easement, or the applicability of any such other provision, shall not be affected thereby, and each provision of this easement shall be valid and enforceable to the fullest extent permitted by law.

4.3 Successors and Assigns. Any reference to Grantor and Grantee shall be interpreted to include their respective successors and assigns.

[Remainder of page left intentionally blank]

[Signatures begin on following page]

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


Signed, sealed and delivered
in the presence of:

Witness



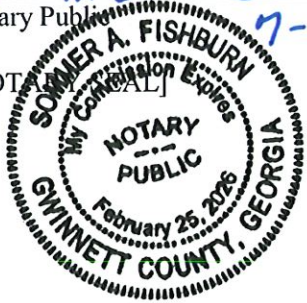
GRANTOR:

**LANCASTER COMMUNITY
ASSOCIATION, INC.**, a Georgia
non-profit corporation

By: 
Name: Brandon Webb
Title: President

Notary Public

[NOTARY SEAL]



[CORPORATE SEAL]

[Signatures continued on next page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

GRANTEE:

HALL COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

All that tract or parcel of land lying and being in Friendship GMD 1419, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the centerline intersection of Spout Springs Road (R/W varies) and Lancaster Crossing (50'R/W), THENCE South 61 degrees 45 minutes 02 seconds West for 151.87 feet to a point said point being THE TRUE POINT OF BEGINNING;

THENCE South 10 degrees 11 minutes 40 seconds West a distance of 21.62 feet to a point;

THENCE along a curve to the left for an arc length of 47.13 feet, having a radius of 1040.00 feet, being subtended by a chord bearing South 68 degrees 16 minutes 43 seconds West, for a distance of 47.12 feet to a point;

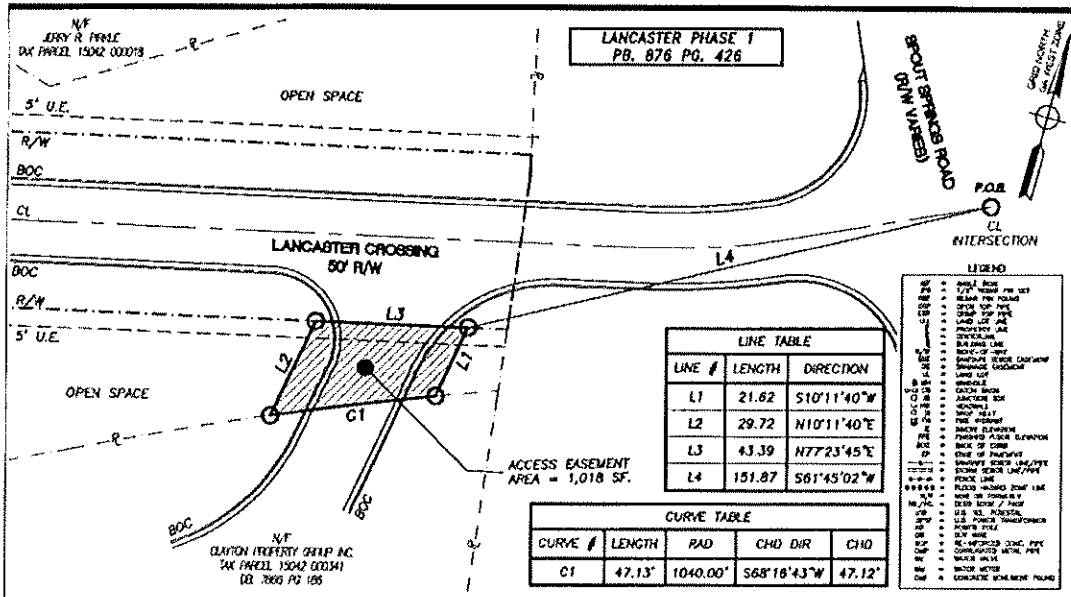
THENCE North 10 degrees 11 minutes 40 seconds East a distance of 29.72 feet to a point;

THENCE North 77 degrees 23 minutes 45 seconds East a distance of 43.39 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area of 1,018 square feet.

EXHIBIT "B"

DRAWING DEPICTING ACCESS EASEMENT



RIGHT-OF-WAY EXHIBIT FOR: CLAYTON PROPERTIES, INC.	TAX PARCEL ID: 15042 00345 AREA = 1,918 SF.	GRAPHIC SCALE 1" = 30' 		
	PREPARED FOR: CLAYTON PROPERTIES, INC. (DBA-CHAFFIN BUILDERS) 523D BELLE WOOD COURT BUFORD, GA. 30518			