

GEORGIA, MACON COUNTY:

For value received the undersigned hereby conveys to T. H. Marshall, his heirs or assigns, all its right, title and interest to the within contract, together with all the rights, privileges and immunities obtained therein. The assignee assumes the obligations of the assignor in said contract. This December 31, 1957.

Zella Holland
A. C. Felton III, H. P. State at Large for Ga.
Off. seal attached.

) Lake Drive Realty Co., Inc. L. S.
) by T. H. Marshall L. S.
) President.
) ATTEST: Claude M. Roberts L. S.
) Secretary.
) Corp Seal attached.

Recorded January 30, 1958

Lawrence McKenzie Clerk

GEORGIA, MACON COUNTY:

THIS Indenture made this 30 day of January 1958, between J. B. Pastarlin, Jr., V. M. Easterlin and Mary Ann Easterlin of the State of Georgia, County of Macon, parties of the first part and J. A. Levie and V. A. Levie, of the State of Georgia, Macon County, as parties of the second part: WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Forty-five hundred dollars, in hand paid at and before the sealing and deliver of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs, successors, legal representatives and assigns, all that tract or parcel of land situate, lying and being in the City of Montezuma, Macon County, Georgia, and more particularly described as follows: Beginning at a point on the right of way of A. C. L. Railroad where the west property line of the Levie Seed and Feed Company intersects said right of way, run thence south 75 degrees and 18 minutes west 92 feet along said right of way, thence in a northerly direction 71 feet to a point on the line of the right of way of the Central of Georgia Railroad, thence north 63 degrees 38 minutes east along said right of way 159.5 feet, thence in a southerly direction 48.7 feet to the north property line of land heretofore conveyed by Lake Drive Realty Company to J. A. Levie and/or Levie Seed & Feed Company, thence south 80 degrees 17 minutes west 53.9 feet, thence south 9 degrees 16 minutes east 60 feet to the point of beginning. Grantors hereby dedicate for use as a drive a strip of land four feet in width immediately north of the property conveyed by Lake Drive above referred to, said strip beginning at the right of way of the 36 foot alley on the east of said property and extending along said property line 144.8 feet. As a further consideration for this conveyance grantees, by the acceptance hereof, dedicate for use as a drive a strip of land eight feet in width adjacent to the four feet dedicated by grantor and in addition grantees dedicate for use as a drive, a strip twelve feet in width across the property of the grantees, whether conveyed by this deed or by a former deed from Lake Drive Realty Company, said strip beginning at a point 144.8 feet west from the right of way of the 36 foot alley where the dedication by grantor ends and runs completely to the west line of the property conveyed hereby, it being expressly agreed that the location of this drive shall be entirely at the discretion of grantees. Grantees further agree and by acceptance dedicate a strip of land twelve feet wide for use as a drive, said strip extending from the north line of the said land heretofore conveyed by Lake Drive Realty Company 48.7 feet in a northerly direction to the right of way of the Central of Georgia Railroad.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use,

benefit and behoof of the said parties of the second part, their heirs, successors and assigns, IN FEE SIMPLE.

And the said parties of the first part for their heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said parties of the second part, their heirs, successors, legal representatives and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals, and delivered these presents, the day and year above written.

Signed, sealed and delivered in presence of:
Annette Hudson
Claude M. Roberts, W. P. Ga. State at Large.
My Comm. exp. Feb. 9, 1948
Off. seal attached.

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)
)
)

J. E. Easterlin Jr. L. S.
William H. Easterlin L. S.
Mary Ann Easterlin L. S.

Recorded January 31, 1958
Lawrence McKenzie Clerk



Messrs. C. J. King and D. A. Gandy

DBA SING OIL COMPANY,

DELHAM, GEORGIA.

GENTLEMEN:

We acknowledge your letter of December 28, advising that you are exercising your option for a five year period beginning February 6, 1958, subject to all the stipulations and agreements set out in the lease dated February 6, 1948, between V. Coley Hicks as party of the first part and C. J. King, D. A. Gandy and Vela Jones doing business as Sing Oil Company as parties of the second part, covering property in Montezuma, Georgia located at the intersection of State Highway 26 and Railroad Street. In connection with a recent inspection of the premises in question, we notice that a house trailer has been stationed on the back of the lot which we believe to be in violation of the purposes contemplated in the terms of the lease. It is requested therefore that you have this trailer removed from the premises promptly.

Yours very truly,

Franklin Nash, Vice President.

75/337

AGREEMENT ON INGRESS AND EGRESS EASEMENT

STATE OF GEORGIA
COUNTY OF MACON

THIS AGREEMENT made and entered into this 1 day of August, 1989, by and between FRANK JOINER, hereinafter called First Party, and WILLIAM EASTERLIN, hereinafter called Second Party.

WITNESSETH THAT:

WHEREAS, First Party is the owner of a tract of land containing 0.766 acres in the City of Montezuma, Georgia, a copy of the legal description is attached hereto, marked as Exhibit "A" and by reference made a part hereof.

WHEREAS, Second Party is the owner of a tract of land which lies westerly of said above described tract of land which bounds First Party's land on the west.

WHEREAS, Second Party needs an easement for ingress and egress to and from his property.

WHEREAS, both parties are desirous of establishing a permanent easement for Second Party.

NOW, THEREFORE, it is distinctly understood and specifically agreed as follows:

1.

First Party grants to Second Party a permanent easement for ingress and egress along the northern margin of First Party's land as described in Exhibit "A", said easement being 15 feet in width and more particularly described as follows:

Begin at a point where the Northwestern right of way margin of a

→ Not Attached

40foot street sometimes called Drayton Street in Montezuma, Georgia, intersects the Southern right of way margin of the Central of Georgia Railroad; thence S 63° 38' W a distance of 388.40 feet to the Northeast corner of Second Party's property; thence S 7° 42' E a distance of 15 feet to a point; thence N 63° 38' E to a point on the Northwestern right of way margin of said 40foot street sometimes called Drayton Street; thence N 23° 10' E to the point of beginning.

2.

Both First Party and Second Party agree that any right of ingress and egress easement by Second Party shall be as described hereinabove, and Second Party relinquishes and quit claims to First Party any other easement he may claim on First Party's land.

3.

First Party shall pay to Second Party the sum of \$1.00, the receipt of which is acknowledged by Second Party. Second Party shall pay to First Party the sum of \$1.00, the receipt of which is acknowledged by Second Party.

4.

First Party agrees that within 30 days after this contract is executed by both parties, he shall initially prepare a good roadbed along said 15 foot easement, having it scraped and removing all debris and rubbish from said 15 foot easement with adequate drainage for surface water. First Party agrees not to block or interfere with Second Party's right to use said roadway.

5.

This agreement is executed for the purpose of establishing a permanent easement for Second Party across First Party's land, and to specify an exact location for said easement.

IN WITNESS WHEREOF, the parties have hereunto signed their signatures and affixed their seals, on the day and year above written.

Frank Joiner L.S.
Frank Joiner
First Party

Signed, sealed and executed in the presence of:

Robert L. Cavitt

Walter J. ...

Notary Public
My Commission Expires: 1-15-91
Notary Seal Here:

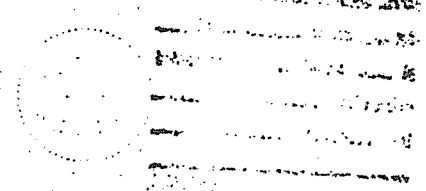
William Easterlin L.S.
William Easterlin
Second Party

Signed, sealed and executed in the presence of:

Walter J. ...

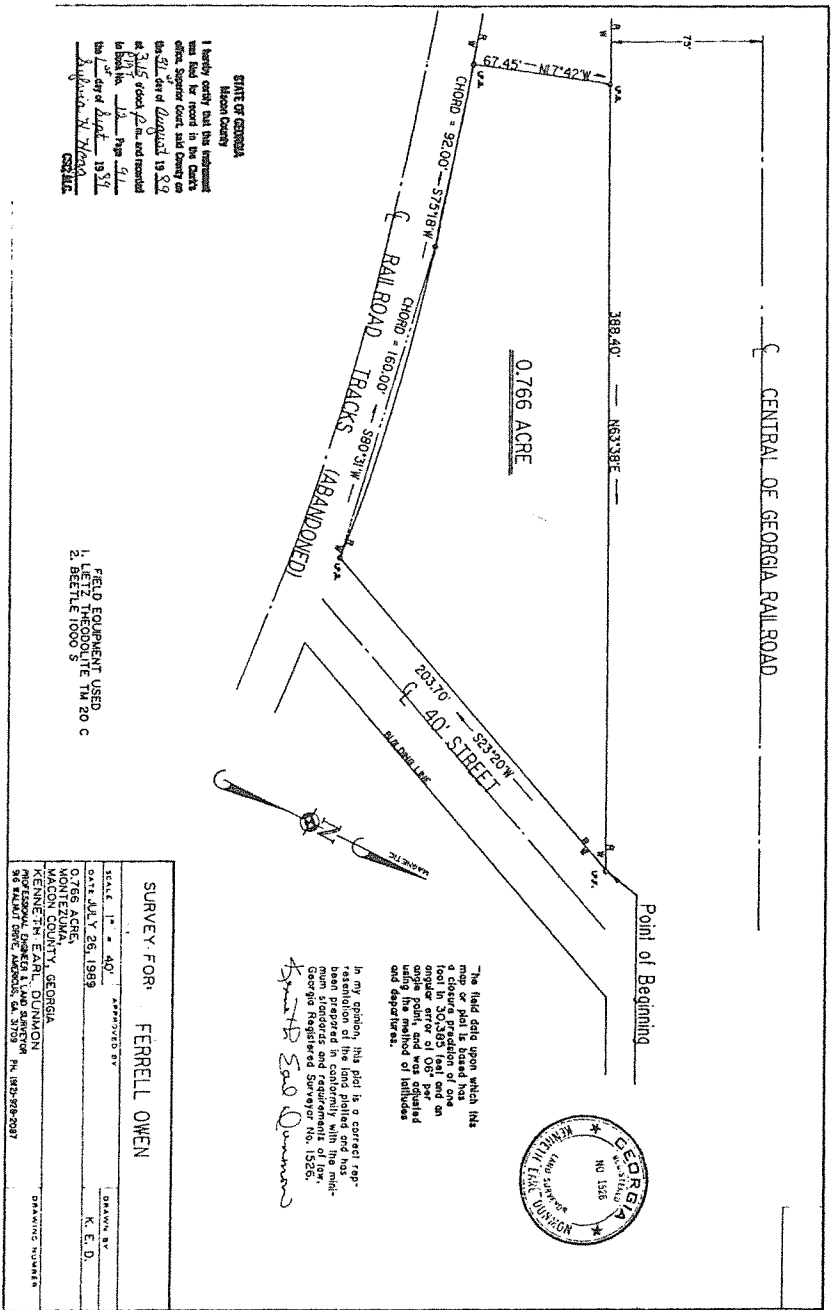
Father ...

Notary Public, Macon County, Georgia
My Commission Expires: August 25, 1989
Notary Seal Here:



RECORDED SEPTEMBER 1, 1989
SYLVIA H. HOGG, CLERK

12/91



See record plat 88-12, Page 96.