



Deed Doc: EASE  
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MICHELLE H. STRICKLAND  
Clerk Superior Court, MADISON County, Ga.  
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This Instrument Prepared By  
and is to be returned to:  
W. PAUL KESMODEL, JR.  
ATTORNEY AT LAW  
P. O. BOX 2050  
DULUTH, GEORGIA 30096

FILE NO.

STATE OF GEORGIA  
COUNTY OF GWINNETT

**NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES**

This Declaration of Easement is made and entered into this 11<sup>th</sup> day of March, 2011, by and between **AgGEORGIA FARM CREDIT, ACA**, as Agent/Nominee, as Party of the First Part, whose address is P. O. Box 1820, Perry, Georgia 31069 (hereinafter referred to as "Grantor") and **GWINNETT COMMUNITY BANK, a Georgia Banking Corporation**, Party of the Second Part, whose address is 2775 Buford Highway, Duluth, Georgia 30096(hereinafter referred to as "Grantee").

WITNESSETH

**WHEREAS**, Grantor is the Owner of all that tract or parcel of land lying and being in GMD No. 1616, Madison County, Georgia and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference thereto; and

**WHEREAS**, Grantee is the Owner of all that tract or parcel of land lying and being in GMD No. 1616, Madison County, Georgia and being more particularly described on Exhibit "B" attached hereto and made a part hereof by reference thereto and;

**WHEREAS**, the properties of the Parties hereto are adjacent and contiguous to each other in part; and

**WHEREAS**, the property of Grantee described on Exhibit "B" is landlocked and does not have any legally described access to any publicly dedicated right of way; and

**WHEREAS**, Grantor has consented and agreed to sell to Grantee a non-exclusive Easement for access, i.e. ingress, egress and utilities.

**GRANT OF EASEMENT**

**NOW THEREFORE**, for and in consideration of the above premises, and in further consideration of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) and other good and valuable considerations, Grantor does hereby sell, grant and convey to Grantee an exclusive easement for access, i.e. ingress and egress, both vehicular and pedestrian, upon, non-exclusive easement under, over, above and across all that tract or parcel of land, being a strip of land 30 feet in even width and running from the right of way of Madison County Road No. 334 (Vineyard Creek Church Road) back to a point adjacent to property of Grantee, all as more particularly described on Exhibit "C" attached hereto and made a part hereof by reference thereto.

In addition, Grantor hereby grants to Grantee the right to install utilities within the ingress/egress easement area, including electrical power, telephone, cable tv, natural gas, and public water/sewer (if available).

1. **Indemnification.** Gwinnett Community Bank, for itself, its successors and/or assigns, hereby agrees that with respect to the easements granted hereunder that Gwinnett Community Bank shall indemnify and hold AgGeorgia Farm Credit, ACA, its successors and/or assigns harmless from and against any and all claims, demands, liabilities, expenses, including reasonable attorney's fees and court costs relating to any accidents, injuries, loss or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such owner, its contractors, employee, agents, guests or invitees of Gwinnett Community Bank or such future owner.
2. **Reasonable Use of Easement.** The easements herein granted shall be used and enjoyed by Gwinnett Community Bank, its successors and/or assigns, and its permittees in such a manner so as to not unreasonably interfere with, obstruct or damage the property of Grantor. Grantee acknowledges and agrees that in the event of any construction or installation of physical drives and/or utilities within the easement area, such construction, once commenced, will be diligently prosecuted to completion, and all soil areas disturbed shall be then stabilized. All work provided in accord with this paragraph shall be performed in a good, workmanlike manner, with as little disruption to the occupants of Grantor's Property as possible, and free and clear and all liens, claims or encumbrances against the Grantor Property.

3. **Maintenance.** The Grantee, its successors and assigns, shall be solely responsible for the maintenance of the easement area in good condition and repair.
4. **Term of Easement and Easement to Run with the Land.** The easements granted in this Agreement shall be effective commencing on the date of execution of this Agreement and shall remain in full force and effect thereafter in perpetuity and shall be binding upon the parties hereto and their respective successors and/or assigns and successors in title to the respective tracts described on Exhibits "A" and "B" attached hereto. It is intended that the easements herein granted shall run with and benefit the title to the land of Grantee described on Exhibit "B" and create equitable servitudes in favor of the real property benefitted hereby and shall bind every person having an ownership, leasehold or any interest therein, and their successors, successors in title, assigns, heirs and personal representatives.
5. **Amendment.** The parties hereto agree that the provision of this Agreement may only be modified or amended in whole or in part, or terminated only by the written consent of all the record owners of the tracts described on Exhibits "A" and "B" attached hereto and made a part hereof by reference thereto.
6. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the property. No easements, except those expressly set forth in herein shall be implied by this Agreement; in that regard, and without limiting the foregoing, no other easements for signage, drainage, or utilities are granted or implied.
7. **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.
8. **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
9. **Grantee's Acceptance.** The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
10. **Time of Essence.** Time is of the essence of this Agreement.

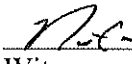
- 11. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and all prior representations, negotiations, and understandings are superseded hereby.
- 12. **Governing Law.** The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 13. **Non-exclusive.** The easements herein granted are non-exclusive, that is to say, Grantor, its successors and assigns, reserve the right to use the lands over which the easements are granted for any purposes not inconsistent with the rights herein granted and shall have the right to grant additional easements of ingress and egress over said Easement.


IN WITNESS WHEREOF, the Parties have executed this Easement the day and year first above written.

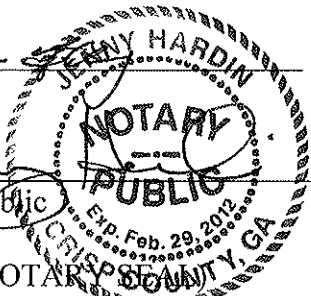
**PARTY OF THE FIRST PART (GRANTOR):**


As to AgGeorgia Farm Credit,  
signed, sealed, and delivered  
in the presence of:


**AgGEORGIA FARM CREDIT, ACA**

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Notary Public  
 (NOTARY SEAL)



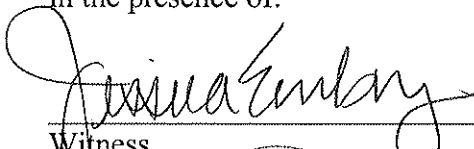
By:   
 \_\_\_\_\_  
 Name: STEPHEN M. YARTA  
 Title: EXECUTIVE VICE PRESIDENT  
 (CORPORATE SEAL)

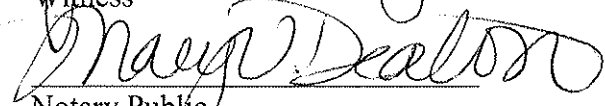



**PARTY OF THE SECOND PART (GRANTEE):**


As to Gwinnett Community Bank,  
signed, sealed, and delivered  
in the presence of:

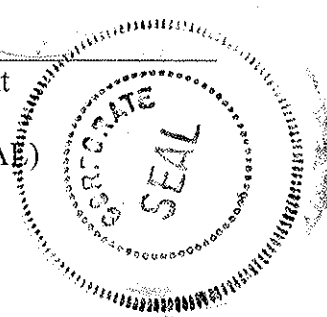
**GWINNETT COMMUNITY BANK, a  
Georgia Banking Company**

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Notary Public  
 (NOTARY SEAL)



By:   
 \_\_\_\_\_  
 JOHN MARTIN, President  
 (CORPORATE SEAL)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Property of AgGeorgia Farm Credit, ACA, formerly property of Billy G. Busbee**

**ALL THOSE TWO TRACTS OF LAND**, together with all improvements thereon, situate, lying and being in the 1616<sup>th</sup> District, G.M., Madison County, Georgia, located 3 ½ miles easterly from Danielsville, Georgia and bounded now or formerly as a whole as follows: On the northeast by Georgia Kraft; on the southeast by lands of Smith and Broome; on the southwest by lands of Broome (a branch separating) and on the west by lands of Broome and Page, and said tracts separated by county road no. 334. Property being more particularly described as TR. 1 containing 6.39 acres and TR. 2 containing 31.51 acres, on that plat dated July 15, 2002 entitled "Survey For: E. L. McLeroy", prepared by James M. Paul, Registered Land Surveyor, recorded in Plat Book B204, page 1B, in the Office of the Clerk of the Madison County Superior Court, which plat and record are by reference incorporated herein.

Being the same property described in the Warranty Deed dated August 18, 2004 from E. L. McLeroy and Wilda W. McLeroy to Billy G. Busbee recorded in Deed Book 723, Page 62, Madison County, Georgia records.

This is the same property conveyed to AgGeorgia Farm Credit, ACA, in that Deed Under Power from Billy G. Busbee dated May 6, 2010, recorded in Deed Book 1250, Page 195, Superior Court Clerk's Office, Madison County, Georgia.

**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**Property of Gwinnett Community Bank, formerly property of Ricky C. Busbee**

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in GMD 1616, Madison County, Georgia and being shown as 46.38 acres on a Plat of Survey prepared by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497 (770-497-9866 phone and Job No. BP10133/4Branch) dated January 4, 2011 and being more particularly described in accordance with said plat as follows:

To find the **TRUE POINT OF BEGINNING**, begin at the intersection of the center lines of County Road Number 497 and County Road Number 334 (a/k/a Vineyard Creek Church Road) (80-foot right of way width) and running thence South 11 degrees 37 minutes 23 seconds East a distance of 875.94 feet to a ½ inch rebar on the Northeasterly side of the right of way of Vineyard Creek Church Road; run thence across said road South 36 degrees 33 minutes 14 seconds West a distance of 82.18 feet to a point on the Southwesterly side of the right of way of Vineyard Creek Church Road; running thence along the Northwesterly boundary of a 30-foot Access Easement South 36 degrees 29 minutes 41 seconds West a distance of 628.03 feet to an iron pin set; continuing thence along the edge of the 30-foot Access Easement South 36 degrees 33 minutes 06 seconds West a distance of 123.18 feet to a ½ inch rebar and the **TRUE POINT OR PLACE OF BEGINNING**. From said **TRUE POINT OF BEGINNING** so established, run South 34 degrees 46 minutes 36 seconds West a distance of 650.51 feet to a point along the center line of a branch, said point being South 46 degrees 46 minutes 36 seconds West a distance of 15.99 feet from a 1" rebar; running thence along the center line of said branch the following courses and distances: running thence South 27 degrees 15 minutes 34 seconds East a distance of 66.40 feet, running thence South 69 degrees 36 minutes 21 seconds West a distance of 11.03 feet; running thence South 15 degrees 05 minutes 54 seconds East a distance of 27.36 feet; running thence South 22 degrees 27 minutes 29 seconds East a distance of 48.88 feet; running thence South 10 degrees 39 minutes 44 seconds East a distance of 100.79 feet; running thence South 14 degrees 33 minutes 34 seconds East a distance 165.75 feet; running thence South 13 degrees 35 minutes 29 seconds East a distance of 75.29 feet; running thence South 17 degrees 29 minutes 29 seconds East a distance of 83.43 feet; running thence South 17 degrees 21 minutes 24 seconds East a distance of 163.16 feet; running thence South 08 degrees 47 minutes 54 seconds East a distance of 95.61 feet; running thence South 22 degrees 50 minutes 49 seconds East a distance of 67.07 feet; running thence South 39 degrees 42 minutes 49 seconds East a distance of 87.34 feet; running thence South 49 degrees 24 minutes 44 seconds East a distance of 140.17 feet; running thence South 34 degrees 45 minutes 51 seconds West a distance of 11.44 feet; running thence South 34 degrees 36 minutes 31 seconds West a distance of 728.41 feet to a ½ inch rebar found; running thence North 56 degrees 46 minutes 11 seconds West a distance of 746.23 feet to a 2-inch open top pin found; running thence North 21 degrees 59 minutes 24 seconds East a distance of 766.89 feet to a 2-inch open top pin found; running thence North 59 degrees 59 minutes 11 seconds West a distance of 900.81 feet to a 2-inch open top pin found; running thence North 32 degrees 58 minutes 45 seconds East a distance of 1,293.25 feet to a 2-inch open top pin found; running thence South 58 degrees 22 minutes 00 seconds East a distance of 944.10 feet to a ½ inch rebar and the **TRUE POINT OR PLACE OF BEGINNING**.

**EXHIBIT "C"**

**LEGAL DESCRIPTION  
30-FOOT ACCESS EASEMENT**

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in GMD No. 1616, Madison County, Georgia and being more particularly described in accordance with a Plat of Survey for Gwinnett Community Bank and AgGeorgia Farm Credit, ACA, prepared by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated January 4, 2011, said Tract being more particularly described according to said survey as follows:

**TO FIND THE TRUE POINT OR PLACE OF BEGINNING, BEGIN** at the point formed by the intersection of the centerlines of Madison County Road No. 497 and Madison County Road No. 334 (also known as Vineyard Creek Church Road) if extended so as to form a point of intersection; running thence South 11 degrees, 37 minutes, 23 seconds East a distance of 875.94 feet to a ½ inch rebar found on the northeasterly edge of the right of way of Madison County Road No. 334; running thence across Madison County Road No. 334 South 36 degrees, 33 minutes, 14 seconds West a distance of 82.18 feet to a ½ inch rebar found on the southwesterly edge of the right of way of Madison County Road No. 334 (Vineyard Creek Church Road), said ½ inch rebar found **BEING THE TRUE POINT OR PLACE OF BEGINNING; RUNNING THENCE FROM THE TRUE POINT OR PLACE OF BEGINNING SO ESTABLISHED** South 39 degrees, 28 minutes, 16 seconds East along the southwesterly edge of the right of way of Madison County Road No. 334 (60ft right of way width) a distance of 30.92 feet to a point; running thence and leaving the right of way of Madison County Road No. 334 South 36 degrees, 29 minutes, 41 seconds West a distance of 620.53 feet to a point; continue thence South 36 degrees, 33 minutes, 06 seconds West a distance of 123.21 feet to a point; running thence South 34 degrees, 46 minutes, 29 seconds West a distance of 49.07 feet to a point; running thence North 58 degrees, 22 minutes, 00 seconds West a distance of 30 feet to a point located on property of Gwinnett Community Bank; running thence North 34 degrees, 46 minutes, 36 seconds East a distance of 50.00 feet along the common property line of property of Gwinnett Community Bank and AgGeorgia Farm Credit, ACA to a ½ inch rebar found; continue thence North 36 degrees, 33 minutes, 06 seconds East along property of AgGeorgia Farm Credit, ACA and property of now or formerly J. Page a distance of 123.18 feet to a point; continue thence North 36 degrees, 29 minutes, 41 seconds East along the common property line of AgGeorgia Farm Credit, ACA and property of now or formerly J. Page a distance of 628.03 feet to a ½ inch rebar found located on the southwesterly edge of the right of way of Madison County Road No. 334 and the **TRUE POINT OR PLACE OF BEGINNING**.

The above-described property is a strip of land 30 feet in even width, having an area of 23,948 square feet or 0.5498 acres.