



January 8, 2020

The following document is an easement for the well and pole barn encroachment located on Lot 8. The well serves the "OUT" parcel (as shown on Hudson & Marshall's aerial map). If you have any questions, please call Steve Slocumb at 478-957-4283.

Thanks,

Hudson & Marshall

GEORGIA, BLECKLEY COUNTY
FILED AND RECORDED

2019 DEC 10 AM 10:15

BOOK 437 PAGE 590-595
Needa Dukes, Deputy
CAROL EVANS, CLERK
BLECKLEY SUPERIOR COURT

RECORD AND RETURN:
Martin A. Wilson
3646 Vineville Ave.
Macon, GA 31024

LLF File No. MW001.Davis

EASEMENT AGREEMENT

**STATE OF GEORGIA
COUNTY OF BIBB**

THIS INDENTURE ("Easement Agreement") made this 3 day of December
2019, between **KENNETH C. DAVIS**, in his capacity as the Executor of **THE ESTATE OF
CARLOS M. DAVIS**, hereinafter called "Grantor," and **DUSTIN E. HOWARD**, hereinafter
called "Grantee;"

WITNESSETH:

WHEREAS, Grantee is the owner of that certain tract or parcel of land, lying and being
in Land Lot 165, Bleckley and Laurens Counties, containing **198.94 acres**, more or less, being
more particularly shown and designated as **TRACT "C"** on that certain plat of survey entitled
"Survey of Property for The Estate of Carlos M. Davis" prepared by Byron J. Farmer, Georgia
Registered Land Surveyor No. 1679, the same being of record in Plat Book 146, Page 69,
Superior Court Clerk's Office, Bleckley County, Georgia records (said survey hereinafter
referred to as the "Survey" and above described property hereinafter referred to as the "Servient
Estate");

WHEREAS, Grantor is the owner of that certain tract or parcel of land, lying and being in Land Lot 165, Bleckley and Laurens Counties, being particularly shown and designated as "HOWARD" on said Survey (the "Dominant Estate"); and

WHEREAS, Grantor and Grantee hereby enter into this Easement Agreement to memorialize on record the terms of their mutual assent.

THAT, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) in hand paid and other valuable consideration, the parties hereto hereby agree as follows:

The Well Site Easement

Grantor does hereby grant unto Grantee an easement to permit Grantee to maintain the current location of Grantee's well site, including both the well and the pump house, a portion of which lies within the Servient Estate (the "Well Site Easement"). The Well Site Easement touches and concerns a portion of the Servient Estate that is in the shape of a square, being twenty-five feet by twenty-five feet (six hundred twenty-five square feet). The location of said Well Site Easement is more particularly described as follows: Beginning at Pin 52 on the Survey and running South 44 Degrees 27 Minutes, 49 Seconds, West, a distance of sixty feet (60') along the boundary of the Dominant Estate toward Pin 51 to the POINT OF BEGINNING; thence from said point of beginning, running North 45 Degrees, 48 Minutes, 11 Seconds, West, a distance of twenty-five feet; then running South 44 Degrees 27 Minutes, 49 Seconds, West, a distance of twenty-five feet; thence running South 45 Degrees, 48 Minutes, 11 Seconds, East, a distance of twenty-five feet; thence running North 44 Degrees, 27 Minutes, 49 Seconds, East, a distance of twenty-five feet back to the POINT OF BEGINNING.

Grantor herein hereby reserves the right to use the Servient Estate over which said Well Site Easement is granted for any purposes not inconsistent with the Well Site Easement herein granted.

The parties hereto covenant and agree to repair any damage to the Well Site Easement caused by their use thereof.

The Easement herein granted shall bind the heirs and assigns of the Grantor, and shall inure to the benefit of the successors in title of the Grantee FOR SO LONG AS the well lying within the Well Site Easement is operational. In the event said well ever ceases functioning and the owner of the Dominant Estate can no longer extract water from said well, this Well Site Easement shall terminate automatically by its own terms.

The Access Easement

Grantor does hereby grant unto Grantee an easement for ingress and egress in the same size and location as the existing road running from Rebie Road to the Dominant Estate (the "Access Easement").

While an easement, being thirty feet (30') feet in width, currently exists in the same general vicinity as this Access Easement, it is not clear to the parties whether the entire existing road lies within the existing easement. The purpose of this Access Easement is to ensure Grantee has legal access across Servient Estate to Dominant Estate as Grantee travels said existing road.

Grantor herein hereby reserves the right to use the Servient Estate over which said Access Easement is granted for any purposes not inconsistent with the Access Easement herein granted.

Grantee covenants and agrees to repair any damage to the Access Easement.

The Easement herein granted shall bind the heirs and assigns of the Grantor, and shall inure to the benefit of the successors in title of the Grantee.

The Pole Barn Easement

The parties hereto hereby acknowledge and agree Grantee has erected a structure (the "Pole Barn"), a portion of which lies within the Servient Estate. Grantor hereby grants Grantee a temporary easement to allow Grantee to keep the Pole Barn in its current location (the "Pole Barn Easement"). However, this Pole Barn Easement shall terminate on its own terms on the date occurring one hundred twenty (120) days from the execution of this Easement Agreement OR upon the sale of the Servient Estate to a third party, whichever shall first occur (the "Termination Date").

Grantee shall remove the Pole Barn from the Servient Estate within seven (7) days of the Termination Date (the "Removal Deadline") unless Grantee purchases the Servient Estate during the term of this Pole Barn Easement. In the event Grantee purchases the Servient Estate, title to the Servient Estate and this Pole Barn Easement will be deemed to have merged, and Grantee may do as he wishes with his property.

In the event Grantee does not remove the Pole Barn upon or prior to the Removal Deadline, the owner of the Servient Estate shall be entitled to cure such breach by demolishing, or removing, the Pole Barn in its sole discretion. In such an event, the owner of the Servient Estate shall be entitled to recover all costs and expenses of such demolition or removal from the Grantee.

Miscellaneous

The parties hereto hereby acknowledge and agree to the following:

This Easement Agreement may be modified, terminated, or rescinded only in a writing signed by the owner of the Dominant Estate and the owner of the Servient Estate.

This Easement Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the owners of the Dominant Estate and Servient Estate, or their tenants or licensees.

No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

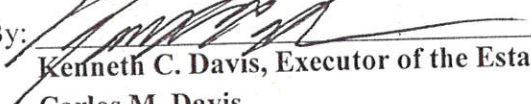
All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date on which such notice or approval is deposited in a Post Office of the United States Postal Service or any successor governmental agency.

This Agreement contains the entire undertaking by the parties hereto and there are no other terms, expressed or implied, except as contained herein.

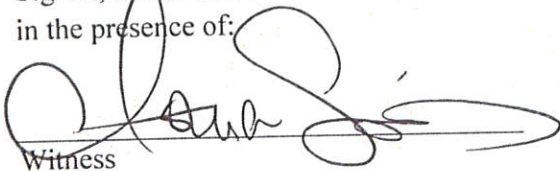
[Signatures contained on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement.

GRANTOR: KENNETH DAVIS, in his capacity
as the Executor of THE ESTATE OF CARLOS
M. DAVIS

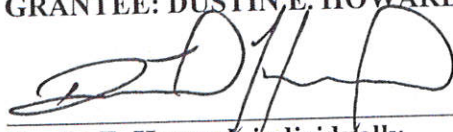
By:  (LS)
Kenneth C. Davis, Executor of the Estate of
Carlos M. Davis

Signed, sealed and delivered
in the presence of:

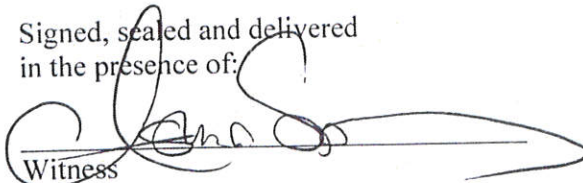

Witness

Vickie B. Shepard
Notary Public
My Commission Expires: 11.04.2021
[AFFIX NOTARIAL SEAL HERE]

GRANTEE: DUSTIN E. HOWARD

 (LS)
Dustin E. Howard, individually

Signed, sealed and delivered
in the presence of:


Witness

Vickie B. Shepard
Notary Public
My Commission Expires: 11.04.2021

[AFFIX NOTARIAL SEAL HERE]