



# THE MERRITT LAW FIRM

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Charles W. Merritt, Jr.  
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## PRELIMINARY OPINION OF TITLE

January 5, 2023

File No. 22547

Prepared For The Sole, Limited And Exclusive Use Of:  
Mr. Steve Slocumb  
Hudson & Marshall  
10761 Estes Road  
Macon, Georgia 31210

This is to certify that I have examined the record of title to the real property described below in caption (the "Property") in the public records of Walton County, Georgia, according to the general indices, as correctly indexed, as of the 29<sup>th</sup> day of December, 2022, at 8:00 o'clock a.m., and I find the record title to the Property to be vested in **Tommy Breedlove**; subject to those liens, objections and exceptions one through thirteen set forth hereafter.

**PARCEL I:** All of that certain tract or parcel of land, together with any improvements located thereon, situate, lying and being located on the northwestern right-of-way of Vine Street, within the corporate limits of the City of Monroe, in Land Lot 36 of the 3<sup>rd</sup> Land District, Town (419<sup>th</sup>) District, G.M., Walton County, Georgia, containing FIFTY THREE AND 943/1000THS (53.943) ACRES, more or less, and being more particularly described as Tract 2 on that certain plat of survey prepared by Robert V. Baldwin, R.L.S., dated June 20, 2022, revised September 15, 2022, of record in Plat Book 123, at page 139, Clerk's Office, Walton County Superior Court.

Together with that certain Joint Driveway Agreement by and between Gene R. Slivka as Trustee of The Slivka Family Children's Trust U/A dated July 28, 2015, and Tommy Breedlove, dated October 3, 2022, of record in Deed Book 5224, at pages 423-426, Clerk's Office, Walton County Superior Court.

**PARCEL II:** All of that certain tract or parcel of land, together with any improvements located thereon, situate, lying and being located on the northwestern right-of-way of Vine Street, within the corporate limits of the City of Monroe, in Land Lot 36 of the 3<sup>rd</sup> Land District, Town (419<sup>th</sup>) District, G.M., Walton County, Georgia, containing SIX AND 052/1000THS (6.052) ACRES, more or less, and being more particularly described as Tract 3 on that certain plat of survey prepared by Robert V. Baldwin, R.L.S., dated June 20, 2022, revised September 15, 2022, of record in Plat Book 123, at page 139, Clerk's Office, Walton County Superior Court.

THIS PROPERTY IS CURRENTLY KNOWN AS WALTON COUNTY TAX ASSESSOR  
MAP/PARCEL NOS. M0210001B00 AND M0210001C00.

1. All taxes and assessments for the year 2023 and subsequent years are liens, not yet due and payable.
2. Permit for Anchors, Guy Poles and Wires from Ray Criswell to Georgia Power Company, dated September 4, 1968, of record in Deed Book 78, at page 87, Clerk's Office, Walton County Superior Court.
3. Right-of-Way Deed by Odelle S. Blasingame, J. B. Blasingame, et al, to Walton County, Georgia, dated December 15, 1965, of record in Deed Book 69, at page 112, referencing a plat of the easement premises being recorded in Deed Book 69, at page 111, Clerk's Office, Walton County Superior Court.
4. 100-Foot wide Easement for Right-of-Way from Universal-Rundle Corporation to Georgia Power Company, dated June 28, 1972, of record in Deed Book 87, at page 680, Clerk's Office, Walton County Superior Court, granting the right to construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines.
5. Those two (2) certain Easements for Right-of-Way from Odelle S. Blasingame and B. C. Shumate to Georgia Power Company, dated May 13, 1972, filed for record and recorded on October 10, 1972, in the Office of the Clerk of Superior Court of Walton County, Georgia, in Deed Book 87, at pages 783-784, granting the right to construct, operate, maintain and renew overhead electric transmission, distribution and communication lines on portions of the subject property as identified therein with reference to a plat recorded in the aforesaid Clerk's Office in Plat Book 16, Page 242.
6. That certain Easement from J. B. Blasingame to Georgia Power Company, dated August 10, 1973, filed for record and recorded on January 14, 1974, in the Office of the Clerk of Superior Court of Walton County, Georgia, in Deed Book 109, at page 205, conveying the right to construct, operate and maintain upon and under the subject property, lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures, and appliances.
7. Matters of survey reflected on that certain plat of survey dated June 23, 1968, and revised on January 18, 1969, prepared by William J. Gregg, Sr., Georgia Registered Land Surveyor No. 1438, and recorded in the Office of the Clerk of Superior Court of Walton County, Georgia, in Plat Book 15, at page 237.
8. All matters shown on that certain plat of survey prepared by William J. Gregg, Sr., R.L.S., dated March 28, 1983, of record in Plat Book 30, at page 159, Clerk's Office, Walton County Superior Court.
9. All matters shown on that certain plat of survey prepared by Kenneth C. Sims, R.L.S., dated May 18, 1983, of record in Plat Book 31, at page 23, Clerk's Office, Walton County Superior Court.

10. All matters shown on that certain plat of survey prepared by William J. Gregg, Sr., R.L.S., dated March 28, 1983, as revised on July 14, 1989, and on July 26, 1989, of record in Plat Book 47, at page 198, Clerk's Office, Walton County Superior Court.
11. Matters of survey reflected on that certain minor subdivision plat dated June 20, 2022, and revised on July 13, 2022, prepared by Robert V. Baldwin, Georgia Registered Land Surveyor No. 2655, and recorded in the Office of the Clerk of Superior Court of Walton County, Georgia, in Plat Book 123, Page 35.
12. All matters shown on that certain plat of survey prepared by Robert V. Baldwin, R.L.S., dated June 20, 2022, revised September 15, 2022, of record in Plat Book 123, at page 139, Clerk's Office, Walton County Superior Court., including, but not limited to (a) 100 Foot set back line from Vine Street, with a rear setback of 75 feet and side setbacks of 50 feet; (b) Proposed twenty (20') foot wide ingress/egress easement running along an existing gravel drive centered on the portion of the common boundary of the subject property and Tract 1 (as shown on said plat) which runs Northwest from Vine Street for a distance of 631.20 feet, more or less; (c) Security fencing running through Tract 2 and continuing onto the property described as Tract 1 on said plat, to enclose the warehouse building improvement located thereon; (d) Service road running through portions of the property and the property described as Tract 1 on said plat; (e) 100-Foot wide Georgia Power Company easement running along the southwestern boundary line of the subject property; (f) Sanitary sewer line and manholes running along and within the southwestern boundary line of the subject property; (g) Power poles running along and within the southwestern boundary lines of the subject property; and (h) numerous small ponds are located on the property.
13. The property is subject to and served by a Joint Driveway Agreement by and between Gene R. Slivka as Trustee of The Slivka Family Children's Trust U/A dated July 28, 2015, and Tommy Breedlove, dated October 3, 2022, of record in Deed Book 5224, at pages 423-426, Clerk's Office, Walton County Superior Court.

All questions with reference to the following are expressly excepted from this opinion, and this opinion is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel:

- a. All matters of record subsequent to the date of this opinion;
- b. All matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner;
- c. Encroachments, except such as in my opinion do not materially affect the value of the Property;
- d. Title to that portion of the Property within the bounds of any public road, easement, or right-of-way of any kind;
- e. Adverse rights or claims of parties or tenants in possession not shown of record;

- f. All zoning laws, ordinances or regulations, municipal or county, and all governmental regulations of the use and occupancy of the Property described, including the regulations or condemnation of the land or any building or structure thereon, or the effect of any violation of these laws, ordinances or governmental regulations;
- g. Taxes not yet due and payable at the date of this opinion, and those being due and payable at all future times and taxes and/or penalties resulting from any reassessment of the Property;
- h. The right of any laborers, materialmen, contractors, surveyors, architects, or other persons as set forth in O.C.G.A. Section 44-14-361 covering work performed upon or materials furnished in the improvements of real property and not covered by liens duly recorded in said public records; and, the right of any broker, agent or salesman as set forth in the Commercial Real Estate Broker Lien Act, O.C.G.A. Section 44-14-600, et seq., and not covered by liens duly recorded in said public records.
- i. No certification is afforded as to the exact amount of acreage contained in the Property;
- j. This opinion does not make any certification with respect to violations of, or possible liabilities under, the Underground Petroleum Storage Tank Acts, 42 USC 6991 (Supp.), et seq; OCGA Section 12-13-1, et seq; or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 USC 9604, et seq; the Georgia Surface Mining Act of 1968, OCGA Section 12-4-70 et seq; nor with respect to any other law or regulation, state or federal, governing environmental or water quality matters, now in effect or hereafter enacted, adopted or promulgated.
- k. Any lien, damage or claim relating to the existence or cleanup of hazardous or toxic waste under Local, State or Federal statutes or regulation which is not filed of record in the Office of the Clerk of the Superior Court of the county in which the Property is located and correctly indexed under the name of the owner of record of the Property at the date and time of the filing of such lien;
- l. Consequences of any attack, pending or concluded, on the estate or interest certified to herein in any Federal Court or under any Federal or State law dealing with bankruptcy, insolvency or creditors' rights, except as listed below;
- m. Any seizure or forfeiture of the Property under any Federal or State criminal forfeiture statutes which is not filed of record in the Office of the Clerk of the Superior Court of the county in which the Property is located and correctly indexed under the name of the owner of record of the Property at the date and time of the filing of such notice of seizure;
- n. Unrecorded claims of lien for commercial brokerage relating to a sale or attempted sale of the Property;
- o. Transmission lines and easements of all types, both below and above ground, and all road right-of-way easements;
- p. No opinion is rendered as to compliance with State or Federal usury laws, consumer credit protection acts, truth-in-lending laws, or any other similar acts or laws.

- q. Names of married women differing as they appear in the chain of title and differing as furnished to examining counsel.
- r. If a foreclosure occurs in the chain of title, no certification is made as to the regularity of notice or conduct of sale.
- s. No certification is hereby afforded as to any matter appearing or loss or damage arising from liens, encumbrances, or defects resulting from transactions prior to fifty (50) years from the date of this opinion and not reflected in the appropriate records subsequent to that date
- t. Riparian rights of owners of property adjacent to any river, stream, branch or any other waterway flowing into, arising or flowing from, or flowing through the subject property.
- u. Any forgery or fraud occurring or having occurred in the chain of title or any legal disability of persons in the chain of title;
- v. As expressly made to any cemetery or burial plot of human remains on the subject property which is not shown on the most recent survey of the subject property, the exception includes, but is not limited to, Native American burial sites.
- w. The limit of liability on this Opinion of Title shall not exceed the purchase price or loan amount, whichever is lower, as found in the closing documents, for which this opinion is provided.
- x. This opinion is rendered to and for the benefit of the above addressee and is personal thereto and not transferable, assignable, or saleable by and no liability will be discharged or inferred to the undersigned attorney except to those to whom it is addressed above.
- y. Street improvements liens which have not been properly placed of record;
- z. Pay-as-you-enter water or sewer lines, which while not technically liens, will be payable upon connection with such lines;
- aa. Bills for utilities used in connection with the Property and any impediments to the transfer of accounts for such utilities to a new owner or occupant of the Property;
- bb. Rights claimed in appliances or personal property attached or unattached to the Property or buildings;
- cc. Past due water and sewer bills;

My examination covers a period beginning the 29<sup>th</sup> day of December, 1972, and ending the 29<sup>th</sup> day of December, 2022 at 8:00 o'clock, a.m. This title opinion does not extend to matters occurring outside this time frame.

THE MERRITT LAW FIRM, PC

By: Charles W. Merritt, Jr.  
Charles W. Merritt, Jr., Attorney-at-Law

2287-3M-11-3-45

CUSTOMER PLASTIC MFG. CO. TRANS. TAP

PERMIT FOR ANCHORS, GUY POLES AND WIRES

4171-6087-350

STATE OF GEORGIA,  
WALTON COUNTY.

For and in consideration of the sum of THREE DOLLARS AND NO/100  
(\$ 3.00) Dollars in hand paid by Georgia Power Company, a Corporation, the receipt and  
sufficiency whereof is hereby acknowledged, the undersigned,  
ROY CRISWELL  
whose Post Office Address is 317 WILKINSON DR. MONROE, Georgia,  
does hereby grant to said Company, its successors and assigns, the right to implant, install and main-  
tain THREE anchors and guy poles of wood or other material, with guy wires,  
at TWO places where said Company may find it necessary or desirable in the construction  
and maintenance of transmission lines now erected or hereafter to be erected on lands adjacent to  
VINE STREET Road; said lands being located in Land Lot  
No. 1 of the 3RD LANDS District WALTON County, Georgia.

Said lands being described as follows:

Bounded on the North by lands of  
on the South by lands of NORTHERLY RIGHT OF WAY LINE OF VINE ST  
on the East by lands of DR. KENNETH GAUBBS  
on the West by lands of J. B. BLASINGAME

Said Company shall not be liable for, or bound by, any statement, agreement or understanding  
not herein expressed.

IN WITNESS WHEREOF, the said ROY CRISWELL  
has hereunto set HIS hand and seal, this 4 day of SEPT., 1968.

Signed, sealed and delivered

in the presence of:

Harry W. Blanton  
Joseph B. Neighbors

ROY CRISWELL (Seal)  
Ray Criswell (Seal)  
\_\_\_\_\_ (Seal)

Notary Public, Georgia State of 1968  
My Commission Expires June 1, 1973

Joseph B. Neighbors  
(NOTARY SEAL AFFIXED)

W-8, W-13

This permit to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

FILED IN OFFICE: OCTOBER 12, 1968 AT 8:30 A.M.  
RECORDED: OCTOBER 12, 1968  
EMMA LOU IASETER, CLERK

Letter File No.

LUSTAD PLASTICS INC, CO TRANSTAP

PERMIT TO CUT OR TRIM TREES 9171-6087-350

STATE OF GEORGIA,

WALTON COUNTY.

For and in consideration of the sum of ONE AND NO/100 (\$1.00) Dollars in hand paid by GEORGIA POWER COMPANY, a Corporation, hereinafter called the Company,

the receipt of which is hereby acknowledged, the undersigned, Gene BRASWELL, whose Post Office address is MANROE, Georgia, does hereby grant to said Company, its successors and assigns, the right to cut and/or trim and/or remove any trees which now or may hereafter endanger the electric transmission lines and telephone lines of said Company, its successors and assigns, now constructed or which may hereafter be constructed, on or adjacent to lands owned by, or in which the undersigned may have an interest, adjacent to Line road or street in Land-Lot No. of the 3<sup>rd</sup> LAND District of WALTON County, Georgia.

*of the rights herein granted include and embrace the right to clear and deep clear all trees within 25 feet of the center line of the company's Lustad Plastics Inc. Co. Transmission Tap Line, as shown on said plat.*

IN WITNESS WHEREOF, the said undersigned

has his hereunto set his hand and seal, this 10 day of Sept. 1968.

Witness:

M. M. Headwick  
Joseph B. Neighbors

Notary Public, Georgia State of Deeds  
My Commission Expires June 3, 1972

(NOTARY SEAL AFFIXED)

Gene Braswell (Seal)  
Gene Braswell (Seal)  
Gene Braswell (Seal)

W-12

FILED IN OFFICE: OCTOBER 12, 1968 AT 8:30 A.M.  
RECORDED: OCTOBER 12, 1968  
EMMA LOU IASETER, CLERK

FORM 509

RURAL POST ROADS

RIGHT OF WAY DEED

GEORGIA Walton COUNTY PROJECT NO. 5884

THIS INSTRUMENT made this 5th day of March 1966 between the undersigned Grantor (Grantors) Party(ies) of the first part, and Walton County, a political subdivision of the State of Georgia, party of the second part.

WITNESSETH

That for and in consideration of the sum of One Dollar (\$1.00) in hand paid, and the benefits flowing the Grantor (Grantors) from the project hereinafter described, party(ies) of the first part does grant and convey unto party of the second part, its successors and assigns, the following property, to-wit:

That tract of land, lying and being in the town District G.M. of said county, along and on either side of the center-line of a Rural Post Road which has been surveyed and laid out by the State Highway Department of Georgia as a Rural Post Road, known as Project No. Dailey Road Between SR 11 and Jarvis Road of sufficient width for a right of way 10-80 feet in width, together with sufficient land on either side thereof for slopes, fills and drainage necessary for the construction and maintenance of said road; and for the same consideration also release said County, and State Highway Department from any claim of damage arising on account of construction of said roads or fills and embankments, ditches or culverts or bridges, on account of back waters, changing of courses of streams or in any other manner. The land herein granted is more particularly described on the map and drawing of said Project which is on file in the office of the State Highway Department, and reference is made thereto for a more complete description.

To have and to hold the bargained premises unto grantees, its successors and assigns forever in fee simple.

Party(ies) of the first part will forever warrant and defend the title to the bargained premises unto party of the second part, its successors and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF party(ies) of the first part have hereunto set their hand(s) and seal(s) the day and year above written.

PLAT RECORDED ON PAGE 111

Odell S. Blasingame ✓  
J. B. Blasingame ✓  
W. L. Muffey (L.S.) ✓  
William J. Taylor (L.S.) ✓  
Mrs. Ulmer S. Taylor ✓  
Ray Harrison (L.S.) ✓  
Robert L. Taylor (L.S.) ✓  
Effie S. Taylor (L.S.) ✓  
City of Walton ✓  
Ray Carmell (L.S.) ✓  
E. C. Oneal (L.S.) ✓  
City of Walton ✓  
George L. Taylor ✓  
Mrs. John W. Taylor ✓  
Mrs. John W. Taylor ✓  
Laurel P. Taylor ✓  
Paul L. Taylor ✓

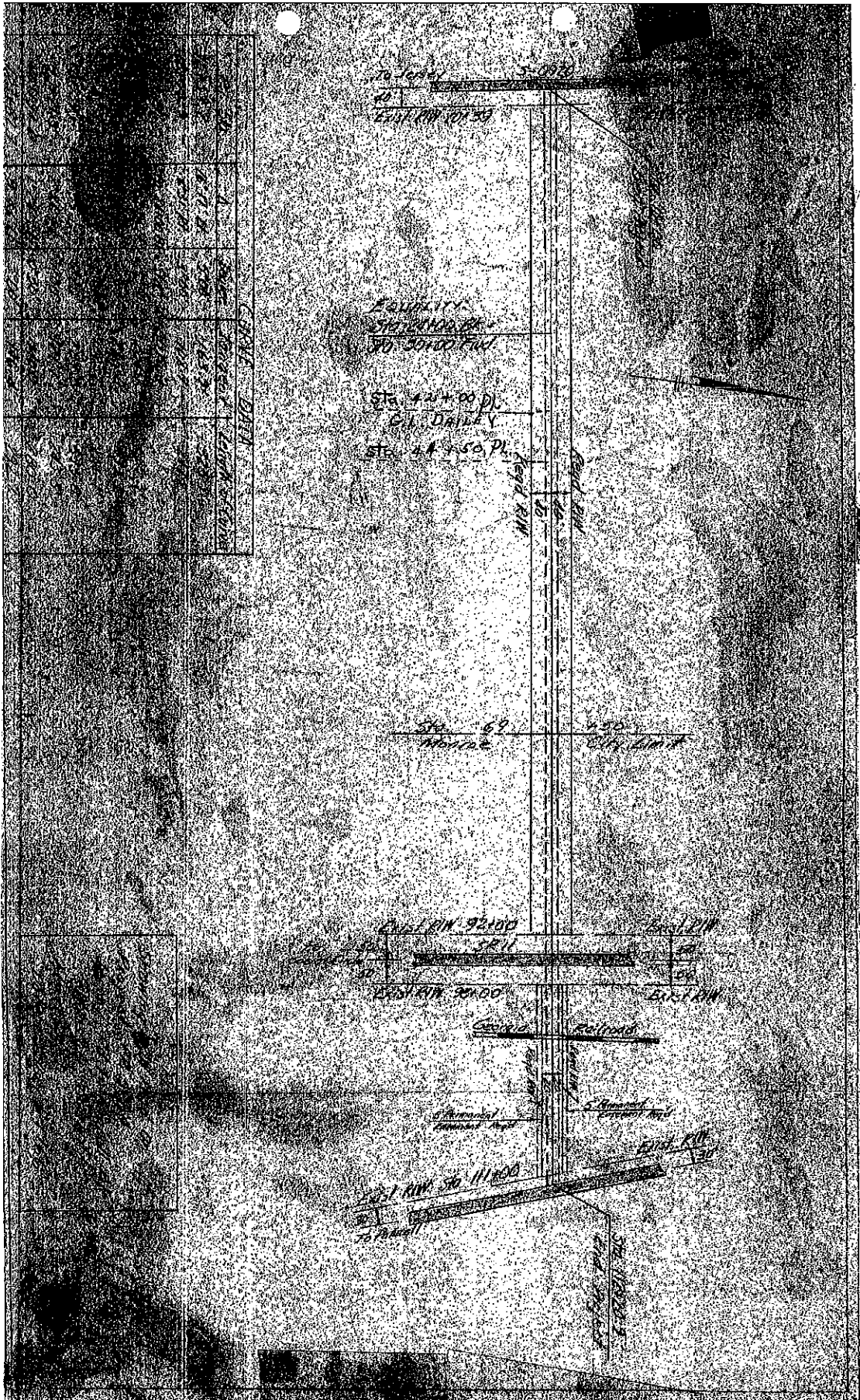
Signed, Sealed and Delivered in the presence of:  
R. P. Baudlane  
Marta R. Blasingame  
MARTA R. BLASINGAME, Secretary  
in and for Walton County, Georgia  
My Commission expires 12-31-68.

Notarial Seal

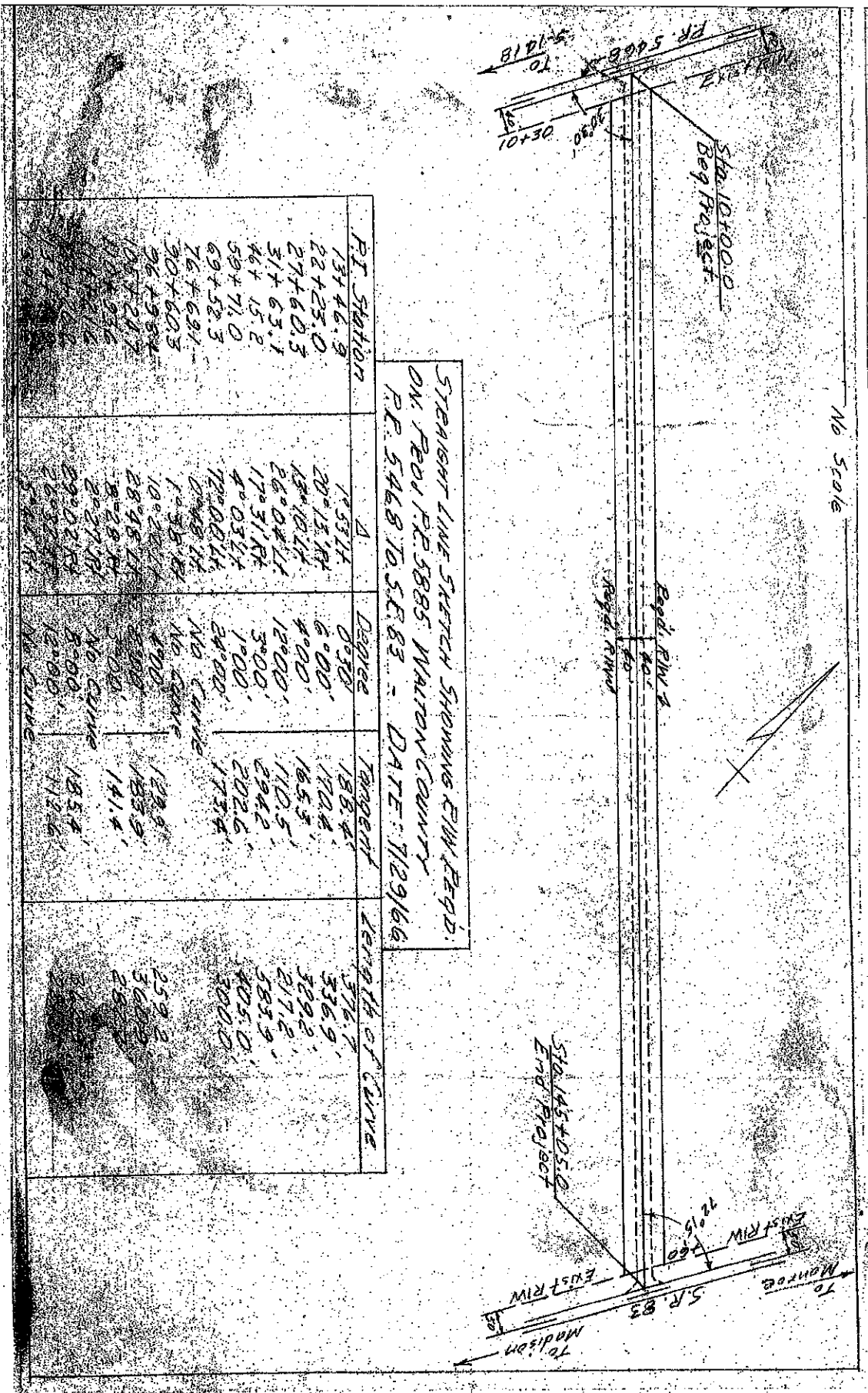
Sheet 1 of 1

FILED FOR RECORD: AUGUST 9th, 1966 AT 9:00 A.M.  
RECORDED: AUGUST 9, 1966  
EMMA LOU IASETER, CLERK





FILED FOR RECORD: AUGUST 9th, 1966 AT 9:00 A.M.  
 RECORDED: AUGUST 9, 1966  
 EMMA LOU IASETER, CLERK



STRAIGHT LINE SKETCH SHOWING R/W BEGD.  
 ON FPO1 PR 5885 WALTON COUNTY  
 P.F. 5468 TO S.F. 83 - DATE: 7/29/66

P.I. Station	Δ	Degree	Tangent	Length of Curve
13146.9	12514	0°30'	188.4'	376.7'
22423.0	20°15'RT	6°00'	170.4'	336.9'
27460.3	13°10'LT	4°00'	165.5'	329.2'
31765.1	26°08'LT	12°00'	110.5'	217.2'
46715.8	17°31'RT	3°00'	294.2'	583.9'
59771.0	4°03'LT	1°00'	202.6'	405.0'
69752.3	12°00'LT	24°00'	173.4'	300.0'
76769.1	0°48'RT	NO CURVE		
90760.3	1°35'RT	NO CURVE		
96758.4	10°24'LT	1°00'	128.9'	259.2'
05721.7	28°48'LT	3°00'	183.9'	360.2'
11793.6	8°28'RT	0°00'	141.4'	289.2'
	20°21'RT	NO CURVE		
	29°02'RT	8°00'	183.4'	
	26°03'RT	12°00'	112.6'	

FILED IN OFFICE AUGUST 9, 1966 AT 9:00 A.M.  
 RECORDED: AUGUST 9, 1966  
 ELMA LOU LASETER, CLERK



EASEMENT FOR RIGHT-OF-WAY  
WALTON MILLS-UNIVERSAL RUNDLE TRANSMISSION LINES

TAP

ITEM 4

STATE OF GEORGIA, PENN.

Lawrence COUNTY.

For and in consideration of the sum of TEN AND OTHER CONSIDERATION

( \$ ) Dollars, in hand paid by GEORGIA POWER COMPANY, a corporation (hereinafter called the Company),

the receipt and sufficiency whereof is hereby acknowledged, the undersigned,

Universal-Rundle Corporation

whose Post Office address is P. O. Box 960 - New Castle, Pennsylvania (16103) for himself, his heirs, legal representatives and assigns, does hereby grant to said Company, the right to, from time to time, construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines, with necessary or convenient towers, frames, poles, wires, manholes, conduits, fixtures and appliances, protective wires and devices

in connection therewith upon or under, a strip of land

more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said strip or that may hereafter be placed thereon by the undersigned, his heirs or assigns or any other person, and to cut, remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter, injure or endanger any of the works on said strip provided that on future cutting of such danger trees the Company shall pay to the undersigned, his successors or assigns, the fair market value of the merchantable timber so cut; timber so cut to become the property of the Company;

Said strip is a part of that tract of land situated in the 419 G.M. District

of Walton County, Georgia, said tract being described as follows: Bounded on the North by

lands of Junior Johnson and lands of Mrs. C. E. Bentley

on the South by lands of J. B. Blasingame, lands of B. C. Shumate, and Vine Street

on the East by lands of

and on the West by lands of B. C. Shumate and lands of J. B. Blasingame

Said strip is more fully described as follows: A strip of land 100 feet in width, being 50 feet on each side of the following described survey line:

BEGINNING on the Northerly right-of-way line of Vine Street at a point 4 feet as measured Easterly along said Northerly right-of-way line from a corner common to lands of B. C. Shumate and lands of the Undersigned; thence from said Point of Beginning North 29° 00' West 71 feet to a point; thence North 70° 46' West 522 feet to a point; thence North 28° 15' West 1269 feet to lands of Junior Johnson. If in the event of the future development of the above described property it becomes necessary to relocate the above mentioned facilities, Georgia Power Company agrees to move said facilities one time at its expense to a location on said property mutually agreeable to both parties.

This easement is granted subject to the rights of Walton County Sanitation Department in and so much as said strip may be located within the limits of the right-of-way for a sewer line.

Said strip being shown on plat made by or for said Company, and on file in the Office of said Company.

Said Company, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on said premises by the employees of said Company, its agents, successors, or assigns, in the construction, reconstruction, operation and maintenance of said transmission lines, except those crops and fruit trees which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines or their proper maintenance and operation, provided the Grantors herein shall give the Company written notice thereof within thirty (30) days after said alleged damage shall have been done. Any growing crops or fruit trees so cut or damaged on said premises in the construction, reconstruction, operation and maintenance of said transmission lines to remain the property of the owner of said crops or fruit trees.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of said transmission lines; timber so cut to become the property of the Company.

The Grantors reserve the right to use the land hereinbefore described upon which the said transmission line or lines may be erected for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to, the said line or lines; and provided further, that no buildings or structures other than fences may be erected upon the said strip of land.

Because it is recognized that there is the absolute necessity for the Company, in the safe and proper utilization of the rights, privileges, and interests herein granted, to have, from time to time and at all times, the following rights, powers, and interests, the same are hereby expressly granted to the Company, to-wit: To, by any action in law, or in equity, by injunction, or otherwise, prevent the erection, or after erection to cause the removal, of any building or other structures, other than fencing, on or from said strip whether the offending party be a successor in title to the undersigned or not.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

TO HAVE AND TO HOLD forever, unto said Company, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said *Tom R. Chesnut* has

hereunto set his hand and seal, this 29th day of June, 1972

Signed, sealed and delivered in the presence of: *Sgt. Howard Chesnut* (SEAL)

*James M. Lighthizer* (SEAL)

Notary Public, New Castle, Lawrence County

My Commission Expires, Dec. 19, 1973

FILED IN OFFICE July 15, 1972 (SEAL)  
RECORDED: 104 015, 1972  
THOMAS S. BATCHELOR, CLERK

(NOTARY SEAL AFFIXED)

1074-24-7-22-50

EASEMENT FOR RIGHT-OF-WAY

WALTON MILLS-UNIVERSAL RUNDLE TRANSMISSION TAP LINES

Knapp # 3779  
4.25.72

STATE OF GEORGIA,  
Walton COUNTY.

For and in consideration of the sum of one hundred dollars and 00/100  
(\$ 100.00) Dollars, in hand paid by GEORGIA POWER COMPANY, a corporation (hereinafter called the Company),  
the receipt and sufficiency whereof is hereby acknowledged, the undersigned,

Mrs. B. C. Shumate and Odell J. Blasingame

whose Post Office address is 1709 1/2 Street, Georgia  
for himself, his heirs, legal representatives and assigns, does hereby grant to said Company, the right to, from time to time,  
construct, operate, maintain and repair electric transmission, distribution and communication lines,  
with necessary or convenient wires, poles, manholes, fixtures and appliances, protective wires and devices

in connection therewith upon or under, a strip of land XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet in  
width, being XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet on each side of a center line, more fully located  
and described below, together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip  
keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said strip or  
that may hereafter be placed thereon by the undersigned, his heirs or assigns or any other person, and to cut, remove and dis-  
pose of danger trees on lands adjacent thereto, which now or may hereafter, injure or endanger any of the works on said strip  
provided that on future cutting of such danger trees the Company shall pay to the undersigned, his successors or assigns, the  
fair market value of the merchantable timber so cut; timber so cut to become the property of the Company; XXXXXXXXXXXXXXXXXXXX

Said strip is a part of that tract of land situated in Walton County, Georgia, said tract being described as follows: 419 G.M. District  
of Walton County, Georgia, said tract being described as follows: bounded on the North by  
lands of J. B. Blasingame and lands of Universal Rundle Corporation  
on the South by Vine Street  
on the East by lands of Universal Rundle Corporation  
and on the West by lands of J. B. Blasingame

~~The center line of said strip is more fully described as follows:~~ All those portions of the above  
described lands of the Undersigned that are located within 50 feet of the  
center line of the electric transmission line of the Company, known as the  
Walton Mills-Universal Rundle Transmission Tap Line, to be constructed  
over and across adjacent lands of Universal Rundle Corporation, said strip  
of land being particularly described as the "Shumate TRACT" outlined in  
red on the plat attached hereto and made a part hereof; provided, however,  
that no towers, frames, poles, manholes, fixtures or other devices will  
be placed upon, under or over said strip of land other than overhead  
electric transmission or distribution wires not less than 20 feet above  
ground level.

Said plat herein mentioned is recorded in Plat Book 16, page 242,  
Clerk's Office, Walton Superior Court to which reference is hereby made.

~~The owner of the land upon which the construction of said transmission lines is to be made shall be held responsible for the protection of the same~~  
Said Company, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing  
crops, fruit trees or fences cut, damaged or destroyed on said premises by the employees of said Company, its agents, successors,  
or assigns, in the construction, reconstruction, operation and maintenance of said transmission lines, except those crops and  
fruit trees which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be  
likely to interfere with or endanger said lines or their proper maintenance and operation, provided the Grantors herein shall  
give the Company written notice thereof within thirty (30) days after said alleged damage shall have been done. Any growing  
crops or fruit trees so cut or damaged on said premises in the construction, reconstruction, operation and maintenance of said  
transmission lines to remain the property of the owner of said crops or fruit trees.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial  
clearing and construction of said transmission lines; timber so cut to become the property of the Company.

The Grantors reserve the right to use the land hereinbefore described upon which the said transmission line or lines may  
be erected, for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not  
injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to the said line or lines;  
~~and provided further that the Company shall be held responsible for the protection of the same~~

~~Because it is recognized that there is the absolute necessity for the Company, in the safe and proper utilization of the~~  
rights, privileges, and ~~interests~~ interests hereby expressed ~~granted to the Company, to-wit: To, by any action in law or in equity, by injunction,~~  
electrical or otherwise, prevent the erection, or after erection to cause the removal of any building or other structure, other  
than fencing, on or from said strip whether the offending party be a successor in title to the undersigned or not.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.  
TO HAVE AND TO HOLD forever, unto said Company, its successors and assigns, the rights, powers, and interests herein  
granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said undersigned has

hereunto set her hand and seal, this 13th day of May, 1972.

Signed, sealed and delivered in the presence of  
J. B. Blasingame (SEAL)  
Odell J. Blasingame (SEAL)  
Notary Public (SEAL)  
Notary Public's Commission Expires 4-16-76

W-1 B. C. Shumate

(NOTARY SEAL AFFIXED)

787

1972

EASEMENT FOR RIGHT-OF-WAY

Ampt # 3779  
4-25-72

WALTON MILLS-UNIVERSAL RUNDLE TRANSMISSION TAP LINES

STATE OF GEORGIA,

Walton COUNTY.

For and in consideration of the sum of one hundred dollars (\$ 100.00) Dollars, in hand paid by GEORGIA POWER COMPANY, a corporation (hereinafter called the Company),

the receipt and sufficiency whereof is hereby acknowledged, the undersigned, Mr. B. C. Shumate and Ollie J. Blasingame

whose Post Office address is Box 777, Monroe, Georgia for himself, his heirs, legal representatives and assigns, does hereby grant to said Company, the right to, from time to time, construct, operate, maintain and renew overhead and ~~underground~~ electric transmission, distribution and communication lines, with necessary or convenient ~~poles, towers, masts, poles, wires, manholes, fixtures and appliances~~ poles, towers and devices

in connection therewith upon or under, a strip of land ~~XX~~ feet in width, being ~~XX~~ feet on each side of a center line, more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said strip or that may hereafter be placed thereon by the undersigned, his heirs or assigns or any other person, and to cut, remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on said strip provided that on future cutting of such danger trees the Company shall pay to the undersigned, his successors or assigns, the fair market value of the merchantable timber so cut; timber so cut to become the property of the Company; and ~~the right to~~

Said strip is a part of that tract of land situated in ~~land~~ the 419 G.M. District of Walton County, Georgia, said tract being described as follows: bounded on the North by lands of J. B. Blasingame and lands of Universal Rundle Corporation on the South by lands of Vine Street on the East by lands of Universal Rundle Corporation and on the West by lands of J. B. Blasingame

The ~~center line~~ said strip is more fully described as follows: All those portions of the above described lands of the Undersigned that are located within 50 feet of the center line of the electric transmission line of the Company, known as the Walton Mills-Universal Rundle Transmission Tap Line, to be constructed over and across adjacent lands of Universal Rundle Corporation, said strip of land being particularly described as the "Shumate TRACT" outlined in red on the plat attached hereto and made a part hereof; provided, however, that no towers, frames, poles, manholes, fixtures or other devices will be placed upon, under or over said strip of land other than overhead electric transmission or distribution wires not less than 20 feet above ground level.

Said plat herein mentioned is recorded in Plat Book 16, page 242, Clerk's Office, Walton Superior Court to which reference is hereby made.

Said Company, its successors and assigns, shall pay or tender to the owner thereof a fair market value for any growing crops, fruit trees or fences cut, damaged or destroyed on said premises by the construction, operation and maintenance of said transmission lines, except those crops and fruit trees which are an obstruction to the use of the right-of-way as herein provided or which interfere with or may be likely to interfere with or endanger said lines or their proper maintenance and operation, provided the Grantors herein shall give the Company written notice thereof within thirty (30) days after said alleged damage shall have been done. Any growing crops or fruit trees so cut or damaged on said premises in the construction, reconstruction, operation and maintenance of said transmission lines to remain the property of the owner of said crops or fruit trees.

It is agreed that part of the within named consideration is in full payment for all timber cut or to be cut in the initial clearing and construction of said transmission lines; timber so cut to become the property of the Company.

The Grantors reserve the right to use the land hereinbefore described upon which the said transmission line or lines may be erected, for agricultural or any other purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, reconstruction or repair of, or extensions or additions to, the said line or lines; and the Company shall be liable for any damage to the said strip of land.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed. TO HAVE AND TO HOLD forever, unto said Company, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said undersigned do hereby set hand and seal, this the 13th day of May, 1972.

Signed, sealed and delivered in the presence of: Mr. B. C. Shumate (SEAL) Ollie J. Blasingame (SEAL)

Notary Public, My COMMISSION Expires 4-16-78 (NOTARY SEAL AFFIXED) W-1 B. C. Shumate



Name of Line Marble  
Account No. 4052-24 205

EASEMENT

ITEM 6

STATE OF GEORGIA,  
WALTON COUNTY.

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of ONE \$ 100.00 Dollars (\$ 100 ), in consideration of which the undersigned, J. B. BLASINGAME (Name), whose Post Office Address is MARBLE, GA, do hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned in Land Lot..... Number..... of the..... District,..... Section of WALTON County, State of Georgia, said lands being bounded as follows:

on the North by lands of JURICE JOHNSON  
on the South by lands of VINE STREET  
on the East by lands of UNIVERSAL RUMBLE  
and on the West by lands of.....

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said J. B. BLASINGAME has hereunto set HIS hand and seal, this 10<sup>TH</sup> day of AUGUST, 1973.

J. B. Blasingame (SEAL)  
..... (SEAL)  
..... (SEAL)

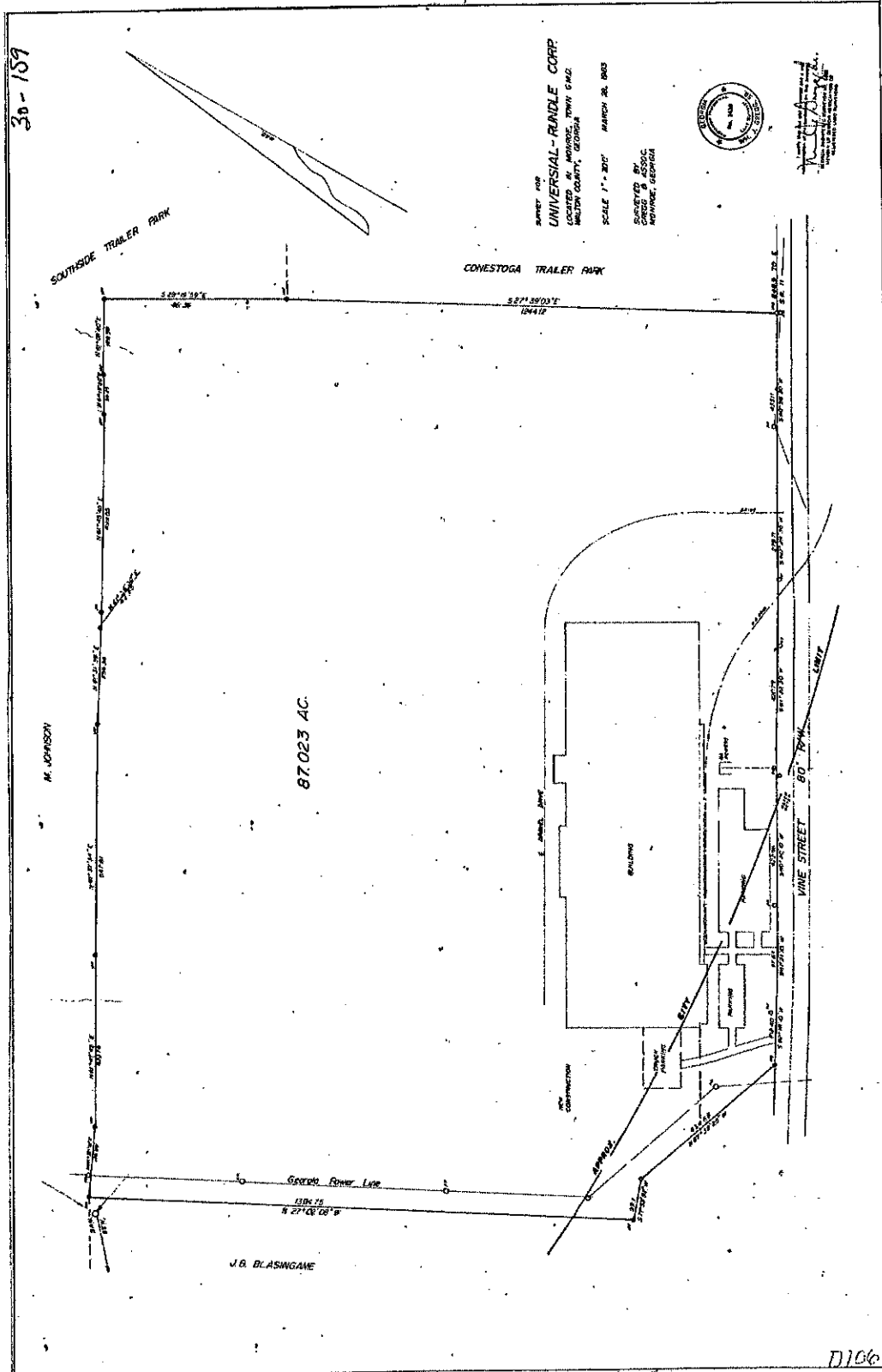
Signed, sealed and delivered in the presence of:  
Larry H. Ward Witness  
Charles R. Mitchell Notary Public

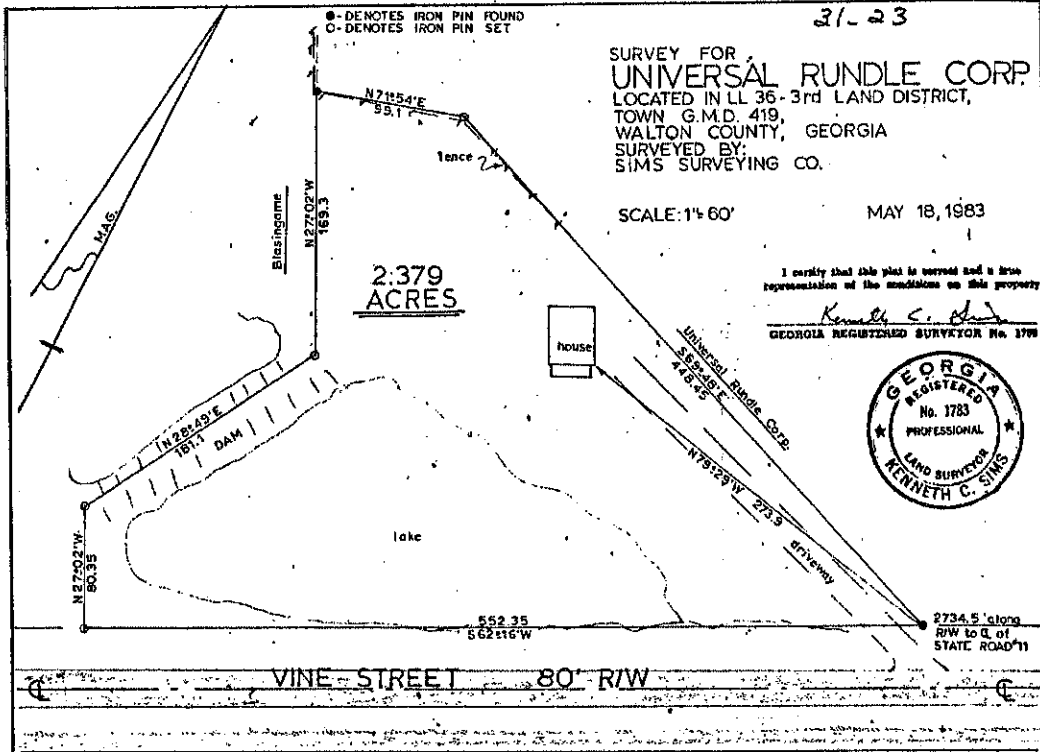
Notary Public, Georgia, State at Large  
My Commission Expires Sept. 3, 1974 (No Seal Affixed)

(This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.)

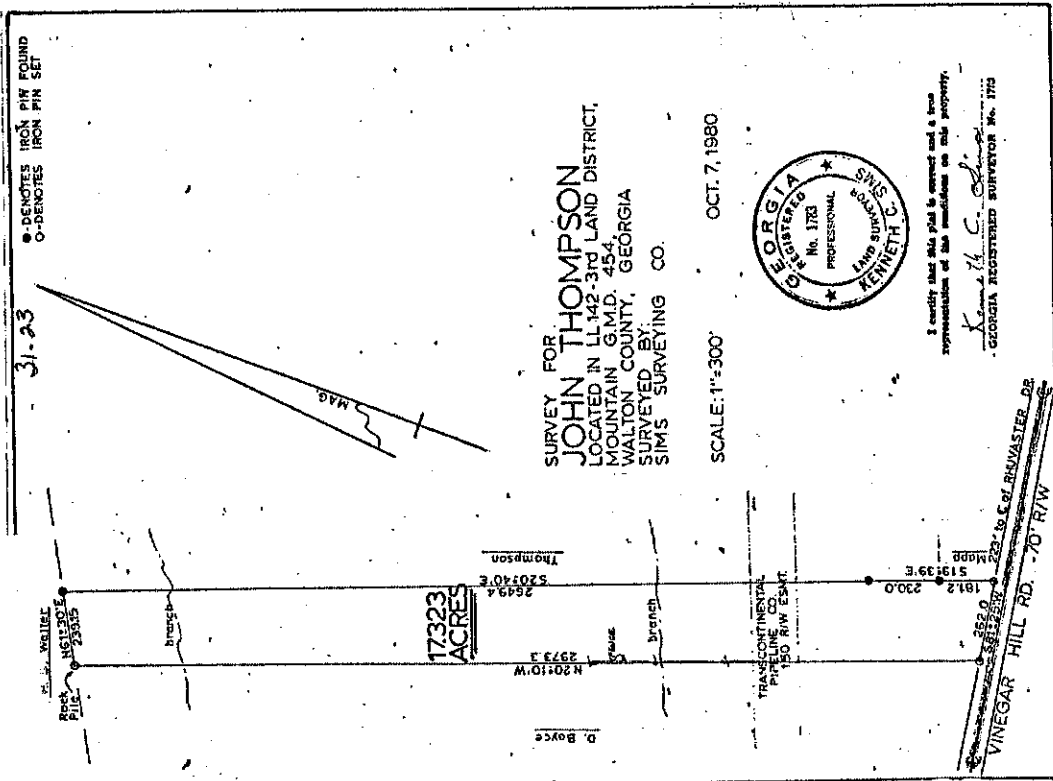
205-109 1-14-74  
1973 AUG 10 10:11  
CLERK OF SUPERIOR COURT  
WALTON COUNTY, GEORGIA







RECORDED  
THIS 15<sup>th</sup> day of September 1983  
*Thelma S. Baskin*  
Clerk, Walton Superior Court



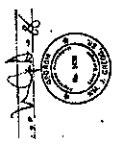
RECORDED  
THIS 15<sup>th</sup> day of September 1983  
*Thelma S. Baskin*  
Clerk, Walton Superior Court

OWNER FOR:  
**UNIVERSAL - RUNDLE CORP.**  
 1000 W. 20th St., Suite 100  
 Madison, Georgia 30651  
 WALTON COUNTY, GEORGIA  
 SCALE: 1" = 100'  
 DRAWN BY: [Signature]  
 DATE: JULY 28, 1989

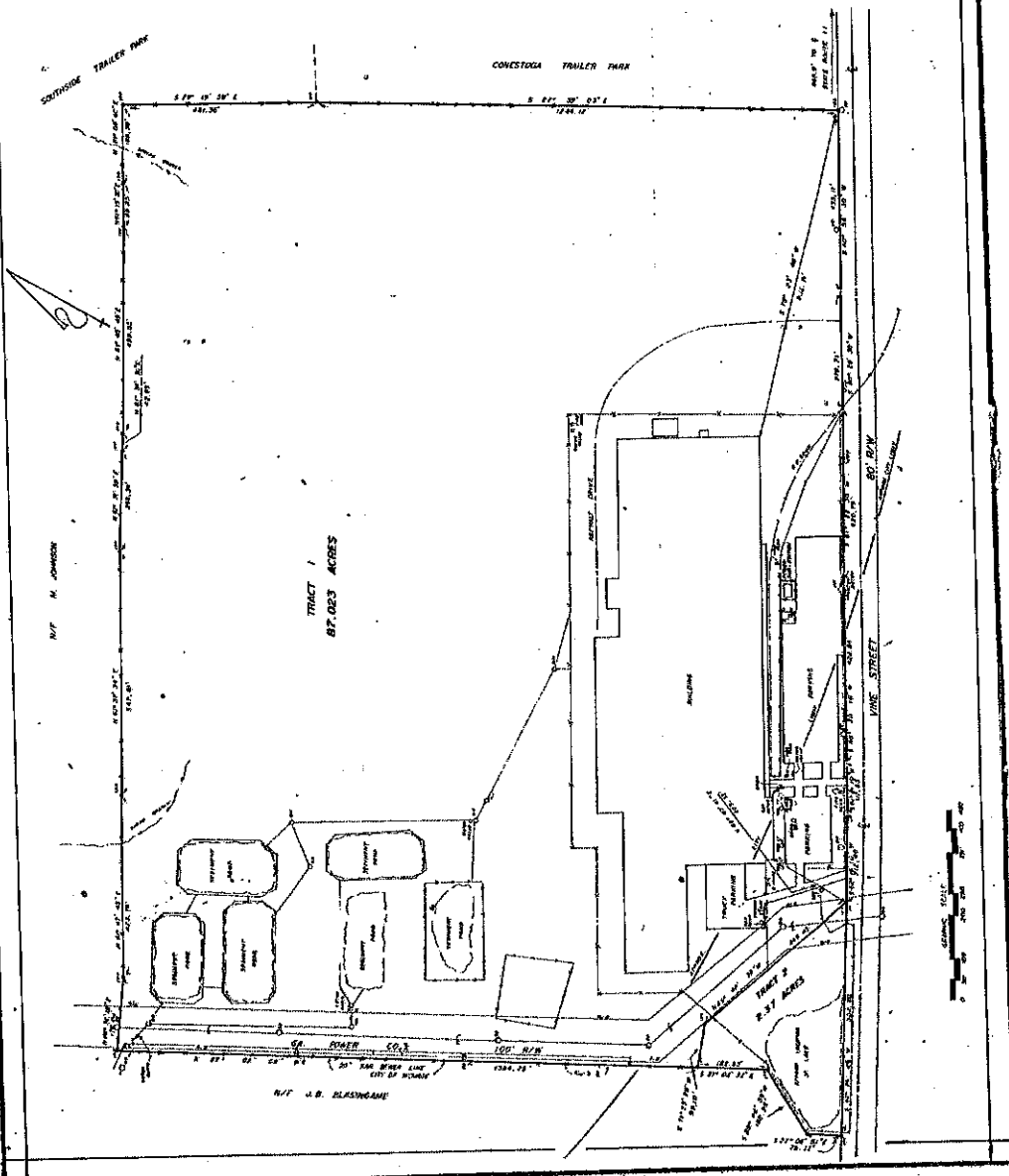
CONVEYED TO: UNIVERSAL RUNDLE CORP.  
 1000 W. 20th St., Suite 100  
 Madison, Georgia 30651

UNIVERSAL - RUNDLE CORP.  
 1000 W. 20th St., Suite 100  
 Madison, Georgia 30651

THIS PLAN IS A REVISION OF A PREVIOUS PLAN...  
 THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE...  
 THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE...  
 THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE...



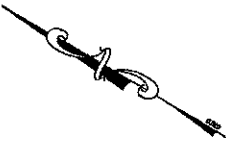
**AUG 4 1989**  
 FILED  
 PLAT BOOK 777 PAGE 122  
 K. KEESE  
 CLERK WALTON COUNTY  
 WALTON COUNTY, GEORGIA



RECORDED: 88 1089  
 KATHY K. KEESE, CLERK

88

NO PORTION OF THIS PROPERTY LIES WITHIN A FLOOD HAZARD ZONE. REFER TO FIRM PANEL 132870039E DATED 12/28/2016



FROM THE CL INTERSECTION OF GA HWY#11 AND VINE STREET, GO S 63°28'28" W A DISTANCE OF 841.81' TO A POINT ON THE NORTHERN RW OF VINE STREET 1.07' FROM A 5.8" REBAR FOUND.

RECORDS PAGE 18  
FILED AND RECORDED  
00-44-2022 07:45 AM  
KAREN P. DAVID  
CLERK OF SUPERIOR COURT  
Participant ID: 686676789

STATEMENT OF APPROVAL FOR RECORDING  
I, CLERK OF SUPERIOR COURT, HAVE REVIEWED THIS INSTRUMENT AND HAVE FOUND IT TO BE IN ACCORD WITH THE RECORDING ACT AND THE RECORDING ACT OF THE CITY OF MARIETTA, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.

*[Signature]*  
7/13/2022  
DATE

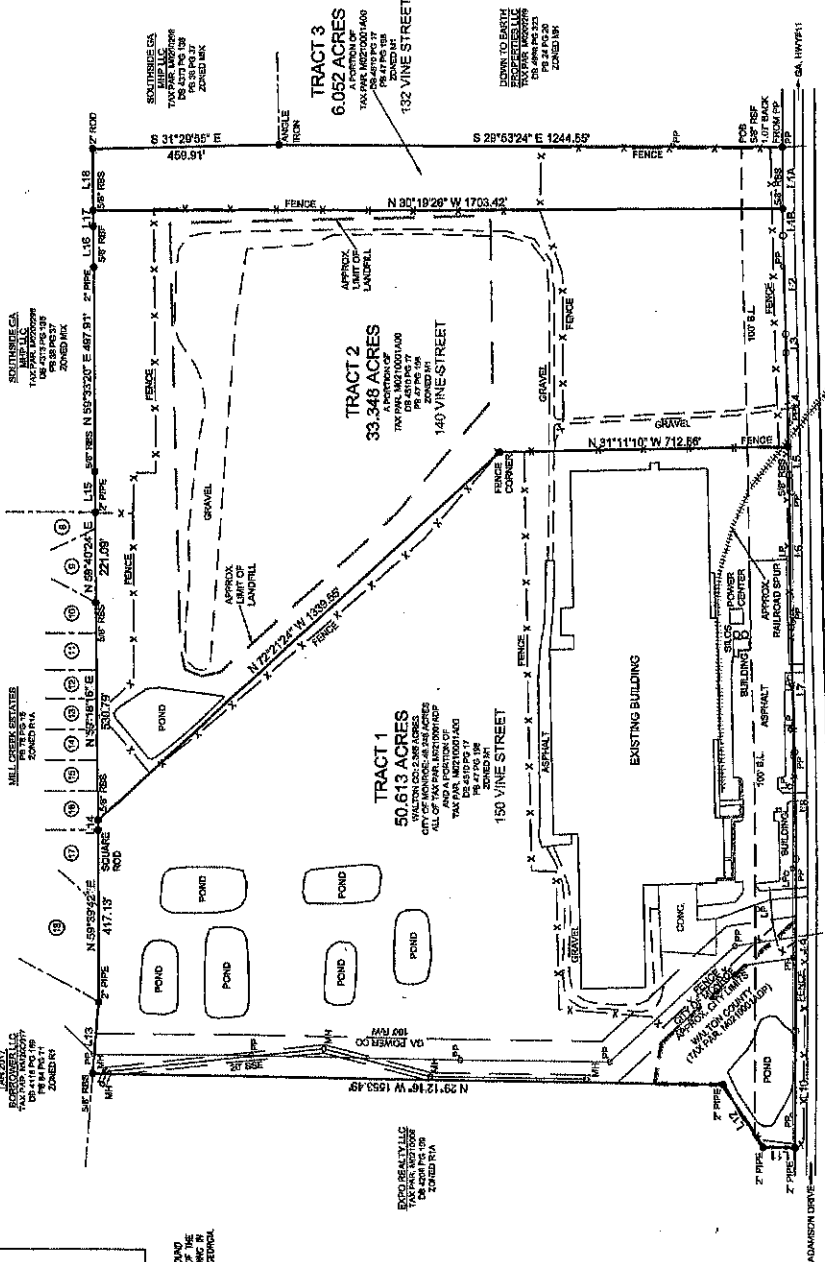
NUMBER	DIRECTION	DISTANCE
L1	S 89°12'32" W	130.07
L2	S 89°12'32" W	533.70
L3	S 89°12'32" W	533.70
L4	S 89°12'32" W	220.77
L5	S 89°12'32" W	533.70
L6	S 89°12'32" W	533.70
L7	S 89°12'32" W	533.70
L8	S 89°12'32" W	418.84
L9	S 89°12'32" W	220.77
L10	S 89°12'32" W	533.70
L11	S 89°12'32" W	533.70
L12	S 89°12'32" W	533.70
L13	S 89°12'32" W	178.37
L14	S 89°12'32" W	244.32
L15	S 89°12'32" W	533.70
L16	S 89°12'32" W	533.70
L17	S 89°12'32" W	533.70
L18	S 89°12'32" W	130.07

- LEGEND:
- POB - POINT OF BEGINNING
  - CL - CENTERLINE
  - BL - BUILDING LINE
  - BS - REBAR SET
  - RBS - REBAR SET
  - SSE - SANITARY SEWER EASEMENT
  - WH - SANITARY SEWER MANHOLE
  - CONC - CONCRETE
  - PP - POWER POLE
  - LI - LIGHT POLE

AS SHOWN BY SUBSECTION (D) OF OCEGA SECTION 15-4-67, THIS PLAT HAS BEEN APPROVED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL GOVERNMENT AGENCIES. THIS PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.



DATE: 07/13/2022  
BY: [Signature]



VINE STREET (80' RAW)

TOTAL AREA = 90.013 ACRES  
Scale: 1" = 200'

MINOR SUBDIVISION PLAT FOR:  
**TOMMY BREEDLOWE**  
1401 1ST ST  
CITY OF MARIETTA  
Scale: 1" = 200'  
Date: JULY 13, 2022  
R. V. Baldwin  
P.O. Box 641  
Milledgeville, Georgia 30050 PH: 706-342-2450

Field Date: per 30,547  
Closure: per 2,769,112  
Adjusted by: Compass Rule  
Plat Closure: per 2,769,112  
Equipment Used: TOPCON GTS-212

OWNER: STATE OF GEORGIA  
CITY OF MARIETTA  
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DISCLOSED HEREIN HAS BEEN ADVISED BY THE SURVEYOR THAT THE PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.

OWNER, CERTIFICATE AND DECLARATION  
STATE OF GEORGIA  
CITY OF MARIETTA  
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DISCLOSED HEREIN HAS BEEN ADVISED BY THE SURVEYOR THAT THE PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.

DATE: 07/13/2022  
BY: [Signature]

OWNER: STATE OF GEORGIA  
CITY OF MARIETTA  
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DISCLOSED HEREIN HAS BEEN ADVISED BY THE SURVEYOR THAT THE PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.

OWNER, CERTIFICATE AND DECLARATION  
STATE OF GEORGIA  
CITY OF MARIETTA  
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DISCLOSED HEREIN HAS BEEN ADVISED BY THE SURVEYOR THAT THE PLAT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WILSON COUNTY, GEORGIA.

DATE: 07/13/2022  
BY: [Signature]

NO PORTION OF THIS PROPERTY LIES WITHIN A FLOOD HAZARD ZONE. REFER TO FIRM PANEL 1328700135E DATED 12/8/2016

FROM THE CL. INTERSECTION OF GA. HWY#11 AND VINE STREET, GO S 63°23'26" W A DISTANCE OF 841.51' TO A POINT ON THE NORTHERN R/W OF VINE STREET 1.07' FROM A 58" REBAR FOUND.

POB

EMMA S. BLOOM, L.S. 1348  
FIRM AND RECEIVED  
6/14/2022 10:41 AM  
KAREN P. DAVID, L.S. 1348  
CLERK OF SUPERIOR COURT  
PARAMOUNT, GA. 30666  
PH: 770.347.6280

CERTIFICATE OF APPROVAL FOR RECORDING:  
I, CLERK OF SUPERIOR COURT, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWS LOTS, BLOCKS, LOTS, AND BUILDINGS AS BEING FOUND TO CONFORM WITH THE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE CITY OF MARIETTA, GEORGIA, AND THAT IT IS HEREBY APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WALKON COUNTY, GEORGIA.  
*[Signature]*  
09/26/2022  
DATE  
CLERK OF SUPERIOR COURT

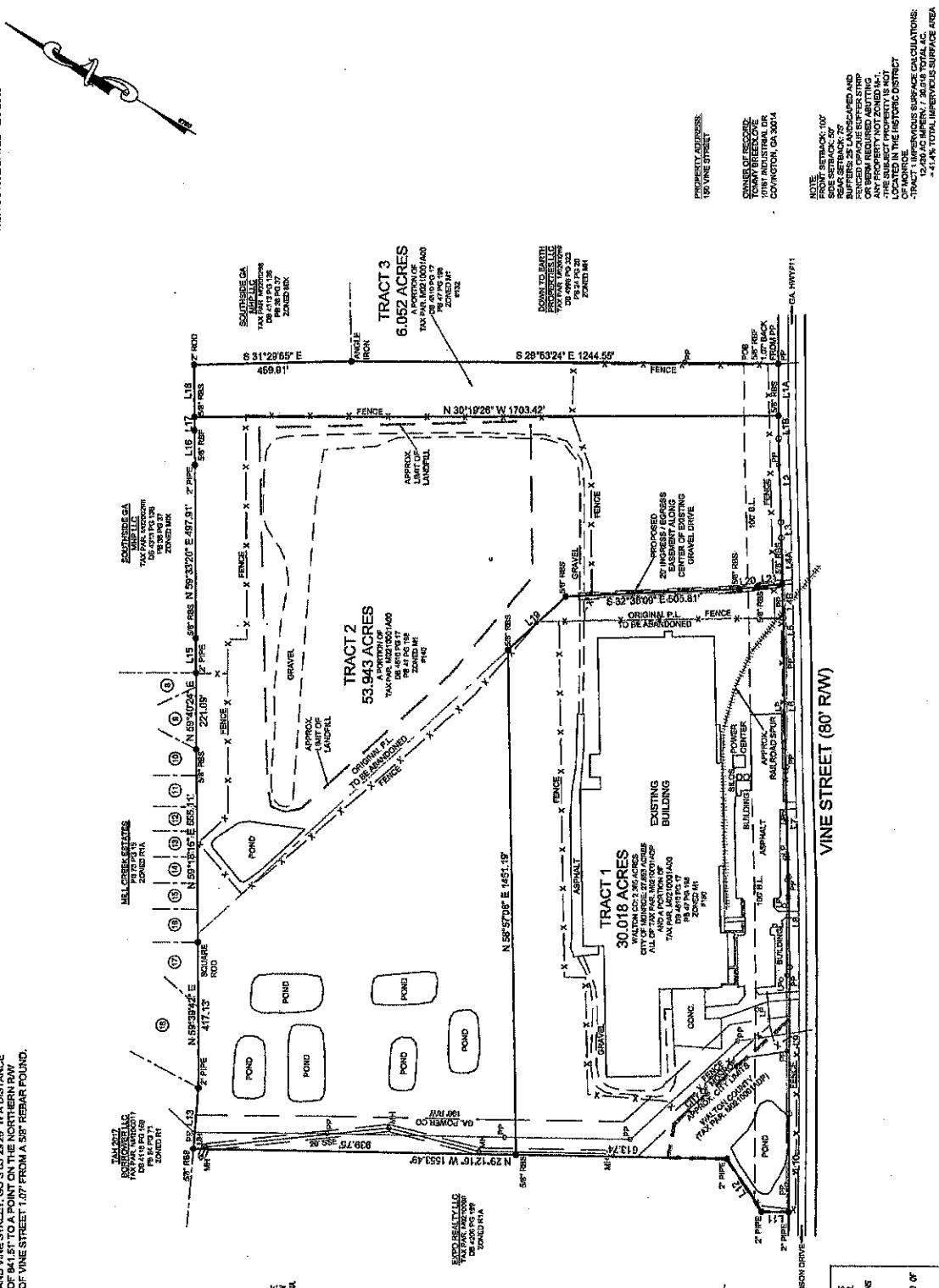
NUMBER	DIRECTION	DISTANCE
L1A	S 87°42'27" W	140.00'
L1B	S 87°42'27" W	65.58'
L1C	S 87°42'27" W	228.78'
L1D	S 87°42'27" W	130.57'
L1E	S 87°42'27" W	155.37'
L1F	S 87°42'27" W	89.78'
L1G	S 87°42'27" W	37.37'
L1H	S 87°42'27" W	208.85'
L1I	S 87°42'27" W	150.15'
L1J	S 87°42'27" W	228.62'
L1K	S 87°42'27" W	282.02'
L1L	S 87°42'27" W	279.66'
L1M	S 87°42'27" W	150.15'
L1N	S 87°42'27" W	214.32'
L1O	N 89°42'24" E	86.55'
L1P	N 89°42'24" E	96.17'
L1Q	N 89°42'24" E	107.00'
L1R	N 89°42'24" E	318.85'
L1S	N 89°42'24" E	228.62'
L1T	N 89°42'24" E	228.62'
L1U	N 89°42'24" E	174.51'

LEGEND:  
POB - POINT OF BEGINNING  
BL - BUILDING LINE  
LL - LAND LOT  
RBS - REBAR SET  
RBF - REBAR FOUND  
SSE - SANITARY SEWER EASEMENT  
MH - SANITARY SEWER MANHOLE  
PP - POWER POLE  
LP - LIGHT POLE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 14-6-67, THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL SURVEYORS AND LAND SURVEYORS AND AS SET FORTH IN SECTION 14-6-2. THE SURVEY WAS MADE BY THE LOCAL SURVEYOR, EMMA S. BLOOM, L.S. 1348, AND LOCAL SURVEYORS OR ASSISTANTS OF EMMA S. BLOOM, L.S. 1348, AND EMMA S. BLOOM, L.S. 1348, ON BEHALF OF THE PROPERTY OWNER, TOMMY BREEDLOWE. THIS PLAT IS A PRELIMINARY PLAT AND DOES NOT CONSTITUTE A FINAL SURVEY. THE UNDEVELOPED LAND SHOWN ON THIS PLAT IS SUBJECT TO THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF PROFESSIONAL SURVEYORS AND LAND SURVEYORS AND AS SET FORTH IN SECTION 14-6-2.

STATE OF GEORGIA  
COUNTY OF WALKON  
CITY OF MARIETTA

DATE: 09/26/2022  
BY: *[Signature]*



MINOR SUBDIVISION PLAT FOR:  
**TOMMY BREEDLOWE**  
LAND LOT 36  
380 DISTRICT  
CITY OF MARIETTA  
WALKON COUNTY, GA.

Scale: 1" = 200'  
Date: JUNE 10, 2022  
Rec: SEPT. 15, 2022

R. V. Bledsoe, L.S. 1348, PLS#2683, PLS#10842  
MARIETTA, GEORGIA 30060 PH: 706-342-2450

Field Date: \_\_\_\_\_  
Closure: 1 per 30,547'  
Adjusted by: Compose Rule  
Rich Chesnut, L.S. 1348, PLS#1172  
Guarantee: 1 year, 2,768,117'  
Equipment Used: TOPCON GTS 212

TOTAL AREA = 90.013 ACRES  
Scale: 1" = 200'

4  
SLP  
ENV  
★

Record and Return to:  
Oliver Maner LLP  
Attn: James P. Gerard  
P. O. Box 10186  
Savannah, GA 31412

BK: 5224 PG: 423-426  
Filed and Recorded  
Oct-12-2022 01:21:03PM  
DOC#: 02022-015753  
Karen P. David  
CLERK OF SUPERIOR COURT Walton County GA.

ITEM 13

STATE OF GEORGIA     )  
  )  
COUNTY OF WALTON    )

JOINT DRIVEWAY AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of October, 2022, by and between GENE R. SLIVKA AS TRUSTEE OF THE SLIVKA FAMILY CHILDREN'S TRUST U/A DATED JULY 28, 2015, of Colleton County, South Carolina, hereinafter referred to as "Slivka", and TOMMY BREEDLOVE of Morgan County, Georgia, hereinafter referred to as "Breedlove" (each being also referred to herein as a "Party," and collectively being referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Slivka is the owner of real property located in Walton County, Georgia, shown and designated as Tract 1, containing 30.01 acres, as shown on a minor subdivision plat prepared by Robert V. Baldwin, Georgia Registered Land Surveyor No. 2655, dated June 20, 2022, revised September 15, 2022, and recorded in the Office of the Clerk of the Superior Court of Walton County, Georgia, in Plat Book 123, Page 139 (hereinafter referred to as the "Slivka Property").

WHEREAS, Breedlove is the owner of real property located to the immediate Northeast of the Slivka Property, shown and designated as Tract 2, containing 53.943 acres, as shown on a minor subdivision plat prepared by Robert V. Baldwin, Georgia Registered Land Surveyor No. 2655, dated June 20, 2022, revised September 15, 2022, and recorded in the Office of the Clerk of the Superior Court of Walton County, Georgia, in Plat Book 123, Page 139 (hereinafter referred

to as the "Breedlove Property").

WHEREAS, there presently exists between and on the properties of the Parties a twenty (20') foot wide ingress/egress easement running Northwest from Vine Street for a distance of six hundred thirty-one and twenty hundredths (631.20') feet, more or less, along the centerline of an existing gravel drive (hereinafter referred to as "Driveway" or "Joint Driveway") which is intended to serve both said properties and which is particularly shown on the above-mentioned plat and made a part of this Agreement.

WHEREAS, the Parties are desirous of entering into an agreement for the joint use of said Driveway;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and the mutual advantages to be derived therefrom, the Parties hereto mutually agree as follows:

1. The Joint Driveway constructed along the line dividing their respective properties, as shown on the above-mentioned plat, shall be used jointly by the Parties hereto, as well as their respective heirs, executors, personal representatives, successors and assigns.
2. Each Party hereby conveys and grants unto the other Party and the other Party's successors in title an easement for the use of said Joint Driveway for ingress and egress to and from their respective properties.
3. The maintenance and upkeep of the Joint Driveway serving both Properties shall be shared equally between said Parties hereto.
4. Each Party agrees to and hereby does defend, indemnify and hold harmless the other, as well as the other Party's heirs, executors, personal representatives, successors and assigns, from and against any and all claims, costs, expenses, damages and liabilities that the other Party, as well as the other Party's heirs, executors, personal representatives, successors and assigns, may suffer and incur as a result of any and all acts or omissions by the Party arising in connection with the exercise of rights and privileges granted by this Agreement.
5. The mutual easements granted herein are intended to give free and unobstructed

access to the Driveway to the Parties and their respective Properties and to those lawfully using their respective Properties. The mutual easements shall not be exercised or used so as to interfere unreasonably with the use of the adjoining properties.

6. This covenant shall run with the land and be perpetual in duration until it is revoked, or terminated by mutual written agreement between the Parties, their successors, assigns, or legal representatives, and recorded on the land records of Walton County, Georgia.

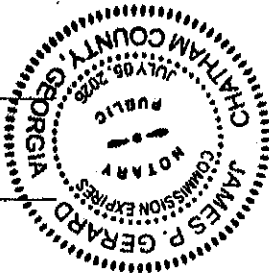
IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

Gene R. Slivka Trustee (L.S.)  
GENE R. SLIVKA AS TRUSTEE OF THE  
SLIVKA FAMILY CHILDREN'S TRUST  
U/A DATED JULY 28, 2015

Sworn to and subscribed before me this  
3rd day of October, 2022:

Jonette L. White  
Witness

James P. Gerard  
Notary Public



\_\_\_\_\_  
TOMMY BREEDLOVE (L.S.)

Sworn to and subscribed before me this  
\_\_\_\_\_ day of October, 2022:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



access to the Driveway to the Parties and their respective Properties and to those lawfully using their respective Properties. The mutual easements shall not be exercised or used so as to interfere unreasonably with the use of the adjoining properties.

- This covenant shall run with the land and be perpetual in duration until it is revoked, or terminated by mutual written agreement between the Parties, their successors, assigns, or legal representatives, and recorded on the land records of Walton County, Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and year first above written.

\_\_\_\_\_  
GENE R. SLIVKA AS TRUSTEE OF THE  
SLIVKA FAMILY CHILDREN'S TRUST  
U/A DATED JULY 28, 2015 (L.S.)

Sworn to and subscribed before me this  
\_\_\_\_\_ day of October, 2022:


\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
TOMMY BREEDLOVE (L.S.)

Sworn to and subscribed before me this  
~~2011~~ day of October, 2022:  
SEPTEMBER 14, 2011

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public

