

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT of land lying in Land Lots 242 and 261 of the 1st District, 2nd Section, Fulton County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin located at the common corner of Land Lots 241, 242, 261 and 262, said District and Section; thence North 89 degrees 4 minutes 24 seconds West along the common boundary between said Land Lots 241 and 242, 77.51 feet to an iron pin; thence North 01 degrees 01 minutes 9 seconds West, 288.89 feet to a point; thence South 89 degrees 17 minutes 40 seconds East, 1002.35 feet to a point; thence South 00 degrees 21 minutes 16 seconds West, 232.78 feet to an iron pin; thence South 89 degrees 41 minutes 13 seconds East, 309.00 feet to a point on the Western boundary of the right-of-way of Lake Charles Drive (60 foot right-of-way); thence South 01 degrees 22 minutes 41 seconds East along the Western boundary of the right-of-way of Lake Charles Drive, 50.02 feet to an iron pin on the common boundary between Land Lots 261 and 262, said District and Section; thence North 89 degrees 41 minutes 13 seconds West along the common boundary between said Land Lots 261 and 262, 1228.42 feet to the POINT OF BEGINNING; said tract containing 6.915 acres according to Plat of Survey for Henry B. Green, Jr., prepared by Bates-Long & Associates, dated December 30, 1982, recorded in Plat Book 129, page 51, Fulton County records, and as later revised on May 20, 1986.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 261 of the 1st District, 2nd Section, Fulton County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at the intersection of Land Lots 241, 242, 261 and 262, said District, Section and County; running thence south 89 degrees 41 minutes 13 seconds east, along the south line of said Land Lot 261, 242.01 feet to the POINT OF BEGINNING; running thence north 01 degree 01 minute 09 seconds west, 287.53 feet to a point; running thence south 89 degrees 17 minutes 40 seconds east, 159.63 feet to a point; running thence south 01 degree 01 minute 09 seconds east, 236.43 feet to a point; running thence south 89 degrees 41 minutes 13 seconds, east, 826.51 feet to a point on the westerly side of the right-of-way of Lake Charles Drive (60 foot right-of-way); running thence south 01 degree 22 minutes 04 seconds east, along the westerly side of the right-of-way of Lake Charles Drive, 50.02 feet to a point; running thence north 89 degrees 41 minutes 13 seconds west, along the south line of said Land Lot 261, 986.41 feet to the POINT OF BEGINNING; being improved, property having a two-story brick and frame residence thereon, and shown on Survey for Robert D. Shearer and Lisa F. Shearer, prepared by Larry D. Neese, Georgia Registered Land Surveyor No. 2235, and dated March 30, 1987.

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Deed Book 48162 Pg 626
Filed and Recorded Jul-10-2009 12:13pm
2009-0194895
Georgia Intangible Tax Paid \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

PLEASE RETURN TO:
DAVID SHEARER
1060 LAKE CHARLES DRIVE
ROSWELL GA 30075

(Space Above for Recorder's Use)

STATE OF GEORGIA

COUNTY OF FULTON

ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into this the 8th day of July, 2009, by and among **ROBERT DAVID SHEARER**, an individual resident of the State of Georgia (hereinafter referred to as "**First Party**"), and **WOOD DUCK LODGE PROPERTIES, LLC**, a Georgia limited liability company (hereinafter referred to as "**Second Party**").

WITNESSETH:

WHEREAS, First Party is the owner of fee simple title to that certain tract of land known as 1060 Lake Charles Drive, Roswell, Georgia 30075 (hereinafter referred to as "**First Party Property**"), which tract is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein; a portion of which tract is more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein, said portion of the First Party Property being hereinafter referred to as the "**Access Easement Area**"; and

WHEREAS, Second Party is the owner of fee simple title to that certain tract of land more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as "**Second Party Property**"); and

WHEREAS, First Party desires to grant, and Second Party desires to accept, a non-exclusive easement for ingress and egress to be used in common with First Party over and across the Access Easement Area;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid by each party hereto to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and restrictions are made:

1. **GRANT OF EASEMENT BY FIRST PARTY.** First Party hereby grants to

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Second Party, its successors, successors-in-title and assigns, a non-exclusive easement for pedestrian and automobile ingress and egress, over and across the Access Easement Area.

2. **USE OF ACCESS EASEMENT AREA.** The easement herein granted shall be used for access to, from and between any portion of the Second Party Property and Lake Charles Drive (a sixty (60) foot right of way), and such use shall be in common with First Party, its tenants, agents, guests, invitees and licensees. The right of common use, as well as the use of the Access Easement Area for any other purpose not inconsistent with the easement herein granted is hereby expressly reserved by First Party.

3. **MAINTENANCE AND INDEMNIFICATION.** First Party and Second Party shall share on a 50/50 basis the cost and expense to maintain, repair and inspect the Access Easement Area. First Party and Second Party hereby each agree to defend, indemnify and hold harmless the other from and against any and all loss, cost or expense suffered by the other by reason of the exercise of the easement rights herein granted. Each party that shall cause any construction to be done on any portion of the other's property by virtue of any easement granted herein hereby agrees to defend, indemnify and hold harmless the owner of that portion of the land on which the construction is done from and against any and all suits, actions, claims, costs, expenses, damages and liabilities that said party may incur as a result of any and all acts and omissions of said party causing such construction to be done, in connection with the use and exercise of any and all rights, privileges or immunities granted by this Agreement and will not permit or suffer any liens to be placed upon the other's land as a result of the construction, maintenance or use of the easements herein granted.

4. **LIMITATION OF AGREEMENT TO PURPOSES EXPRESSED.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the tract described in Exhibit "B" to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to and for the purposes expressed herein.



5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument shall run with the land and be binding upon and inure to the benefit of the parties hereto and to the respective successors, successors-in-title and assigns of each of such parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, First Party and Second Party have caused this instrument to be duly executed under seal on the day and year first above written.

<p>Signed, sealed and delivered in the presence</p> <p><i>[Signature]</i></p> <p>Unofficial Witness</p> <p>Notary Public</p> <p>My Commission Expires</p> <p>(NOTARIAL SEAL)</p> 	<p>"FIRST PARTY"</p> <p><i>[Signature]</i> (SEAL)</p> <p>ROBERT DAVID SHEARER</p>
<p>Signed, sealed and delivered in the presence of:</p> <p><i>[Signature]</i></p> <p>Unofficial Witness</p> <p>Notary Public</p> <p>My Commission Expires</p> <p>(NOTARIAL SEAL)</p> 	<p>"SECOND PARTY"</p> <p>WOOD DUCK LODGE PROPERTIES, LLC, a Georgia limited liability company</p> <p>By: <i>[Signature]</i> (SEAL) Robert David Shearer Member and Manager</p> <p>By: <i>[Signature]</i> (SEAL) Darcy Shearer Member</p>

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