Grant of Easement

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
AT 9:15A M. 10-9-02
Recorded In Deed Book 468 Page 225-226
This 9 day of October 2002
Clerk

State of Georgia, County of Dawson.

THIS INDENTURE, made this 9th day of October 2002 between Natalie Durham of Dawson County Georgia hereinafter " GRANTORS" and Kathy Rouse of Dawson County Georgia, hereinafter "GRANTEES".

WITNESSETH: That the said GRANTORS, being owners in the fee simple of the property described below, for and in consideration of the sum of Ten Dollars (10.00) and other valuable consideration, in the hand paid at and before the selling and delivery of the present, the receipt of which is hereby acknowledged, do hereby grant unto the GRANTEES a non-exclusive perpetual easement for the purpose and hereinafter set forth, over, through and across GRANTORS, following described property:

This easement shall be twenty feet (20') in width, EASEMENT & WOOD RD..

This easement is granted for the sole purpose of allowing GRANTEES ingress and egress and a private way of access to their property, which is 6.04 acres lying east of GRANTORS' property described above. GRANTEES' property has no frontage on the public road, which is New Bethel Church Road, and this easement will thus provide GRANTEES' access to the public road.

GRANTEES, by acceptance and use of this easement, agree to the following terms forever bind GRANTEES and their successors or assigns in title:

(1) The GRANTEES will reclaim their right of use, of the abandoned wood road that they were using as means of access to their property. This wood road enters New Bethel church Road approximately 180' NW of the Common land Lot Corner of Land Lots 440,441 and 475 and 474; and is labeled as: CL OF WOOD RD. on the 1.565 acres tract 2 on the GRANTOR'S Plat.

(2) The GRANTEES will permanently give up all claim to the previous easement made on June 26, 1992. Recorded in book 156 page 342 on July 1, 1992 Dawson County Clerk's office.
(3) GRANTEES will be granted a lifetime easement to the old wood road.

(4) GRANTEES will at their own expense, maintain upkeep the easement road in a responsible way, and will correct any erosion problems if any occur.

(5) That GRANTEES release the GRANTORS herein form liability for injury or damage to person or property while any GRANTEE is using the easement road or maintaining the easement road.

(6) That the GRANTEES will not damage or otherwise case destruction to any GRANTORS' property which lies outside the 20' easement road area;

GRANTEES, by acceptance and use of this easement, also agree to the following RESTRICTIVE COVENANTS on its use, which shall be binding on GRANTEES and their successors or assigns in title.

(1) This easement may not be used as a driveway for public access to a commercial business.
(2) This easement may not be used for the transport across GRANTORS' property of single-wide, double-wide or triple-wide mobile homes. This does not apply to RV'S , campers, or travel trailers.
(3) This easement may not be turned into a public road.
(4) GRANTEES may not assign use of this easement to any other party who wishes to use it to gain access to any property which may lie beyond GRANTEES' property described herein.

GRANTORES herein perpetually reserve the right to use the easement road for the purpose of access to their own property.

This easement is perpetual to GRANTEES named herein and there successors or assigns in title. This indenture and the terms, conditions and covenants herein shall forever bind the heirs and successors or assigns in title of the undersigned GRANTORS, and shall forever inure to the benefit of the GRANTEES and their successors in title.

For the purpose of construing and applying this document, wherever there is reference to " GRANTORS" the plural shall include singular: Wherever there is reference to "GRANTEES" the plural shall also include the singular.

IN WITNESS WHEREOF, the said GRANTORS herein have hereunto set their hand and seals, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Natalie Durham
Natalie Durham

Silma P. Tourman
Wittiness:

Carolyn Haygood
Notary
Comm Exp.
6/28/2005