

Forsyth County  
Clerks Office Superior Court  
Filed for record on the  
day of June, 1995  
at 12:20 o'clock P.M. Recorded in  
Book 261 Page 355-359  
day of June, 1995  
Cliff Miller, Clerk

31,668 DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

STATE OF GEORGIA  
COUNTY OF FORSYTH

WHEREAS, the undersigned, Peach State Property and Development, Inc. and Doug Carnes are the owners of certain property lying and being in Land Lots 358, 363, 364, 428, 429, 430, and 436, of the 3rd District and 1st Section of Forsyth County, Georgia, as more fully described according to a plat for Peach State Properties and Development, Inc., dated November 3, 1994, and revised December 30, 1994, February 18, 1995, and May 23, 1995, as surveyed by David W. Bealle, Registered Surveyor, which plat is incorporated herein by reference for a more complete description thereof; and

WHEREAS, the undersigned owners wish to establish access to and from the property described herein and the public road; and

WHEREAS, the undersigned owners wish to establish means of maintaining said access; and

NOW, THEREFORE, in mutual consideration of the promises and covenants herein contained, the undersigned owners hereby establish and create the following easement and maintenance agreement:

1.

Access to the properties described herein shall be over and across the two driveways described on attached Exhibits A & B. Said driveway easements herein described shall be nonexclusive and perpetual and shall provide access to the properties shown on the within-described plat. Each party purchasing property in said development shall have a nonexclusive perpetual easement over and across one of the within-described driveway easement tracts so as to provide access to and from his respective property and the public road.

2.

The undersigned owners hereby wish to establish an agreement to maintain said driveways described herein. It is hereby established that each property owner purchasing property in this development which fronts on one of the access easements described

herein, shall be responsible for an equal share of the maintenance of the access road he utilizes. The maintenance expense for each driveway shall be equally shared by each property owner that utilizes said driveway, regardless of the number of acres purchased or the portion of the driveway utilized by the property owner. By purchasing property in said development, the property owner agrees to be bound by this agreement and to share equally in the maintenance of the driveway which provides access to and from his respective property and the public road.

This Agreement shall be binding on the undersigned and all those purchasing property in said development and shall run with the land.

Signed this the 8<sup>th</sup> day of June, 1995.

Signed sealed and delivered in the presence of:

Donna R. Cox  
Witness.

William Handley  
Notary Public  
Notary Public, Cherokee County, Georgia  
My Commission Expires Feb. 8, 1998  
(SEAL)  
PUBLIC

Signed sealed and delivered in the presence of:

Richard Phillips

Notary Public  
Notary Public, Hall County, Georgia  
My Commission Expires Aug. 11, 1995  
(SEAL)

Consented to by:

Charles C. Pilcher, Jr.  
By: Charles C. Pilcher, Jr.  
Sr. Vice President

Consented to by:

GAINESVILLE BANK AND TRUST  
By: [Signature]

Its:  
S  
M

PEACH STATE PROPERTIES AND DEVELOPMENT, INC.

By: [Signature] (SEAL)

Its:

[Signature] (SEAL)  
DOUG CARNES

EXHIBIT A  
Legal Description

All that tract or parcel of land lying and being in Land Lot 429, 430, and 436, of the 3rd District and 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at the Southwest corner of Land Lot 436; thence N00°23'07"E along the West original line of Land Lot 436, a distance of 1318.58 feet to the Northwest corner of said land lot; thence N89°42'30"W along the South original line of Land Lot 430, a distance of 36.00 feet to an iron pin found thereon; thence N65°10'30"W 147.00 feet to an iron pin found; thence N51°16'19"W 185.55 feet to an iron pin found; thence N38°19'22"W 356.79 feet to an iron pin found; thence N29°26'50"W 134.96 feet to an iron pin found; thence N23°07'02"W 170.77 feet to an iron pin found; thence N36°46'40"W 150.19 feet to an iron pin found; thence N27°48'50"W 147.97 feet to an iron pin found; thence N18°28'52"W 138.52 feet to an iron pin found; thence N38°44'37"E 71.36 feet to a point; thence S18°28'52"E 172.25 feet to a point; thence S27°48'50"E 138.37 feet to a point; thence S36°46'40"E 152.67 feet to a point; thence S24°30'45"E 25.19 feet to a point; thence S23°07'02"E 154.99 feet to a point; thence S29°26'50"E 121.42 feet to a point; thence S38°19'22"E 23.95 feet to a point; thence N80°21'02"E 22.80 feet to a point; thence S38°19'22"E 308.17 feet to a point; thence S51°16'19"E 166.72 feet to a point; thence N77°49'35"E 73.24 feet to a point; thence S68°53'07"E 87.57 feet to a point; thence S60°07'16"E 88.51 feet to a point; thence S15°09'43"E 65.02 feet to a point; thence S00°23'07"W 1206.74 feet to an iron pin set in Land Lot 436; thence S89°40'11"E 296.87 feet to an iron pin set; thence S31°10'23"E 95.84 feet to a point found on the Northerly right-of-way of Heardsville Road; thence S80°22'02"W along said right-of-way 28.00 feet to a point found thereon; thence continuing along said right-of-way S70°16'55"W 97.54 feet to a point where said right-of-way intersects the South original line of Land Lot 436; thence N89°40'11"W along said South original line 347.86 feet to the POINT OF BEGINNING.

Said easement is more fully depicted according to a plat for Peach State Properties and Development, Inc. dated November 3, 1994, and revised December 30, 1994, February 18, 1995, and May 23, 1995, as surveyed by David W. Bealle, Registered Surveyor, which plat is incorporated herein by reference for a more complete description thereof.