

RE-RECORD to correct street number

Doc ID: 010812740003 Type: GLR
Recorded: 12/30/2013 at 12:06:00 PM
Fee Amt: \$16.00 Page 1 of 3
Bibb County Superior Court
Erica Woodford Clerk

BK 9167 PG 200-202



Doc ID: 011081240003 Type: GLR
Recorded: 08/27/2014 at 08:30:00 AM
Fee Amt: \$16.00 Page 1 of 3
Bibb County Superior Court
Erica Woodford Clerk

BK 9274 PG 84-86

Return to: E
Robert W. Scholz
Evans, Scholz, Williams & Warncke, LLC
3490 Piedmont Road, Suite 1200
Atlanta, Georgia 30305
404-841-9400

Cross Reference with
Deed Book 5980, Page 318

RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT (this "Agreement"), made and entered into on the 28 day of December, 2013, by and between United Bank as Custodian for Clark Mitchell Turner, IRA ("Turner") and Timberlake, LLC, a Georgia limited liability company ("Timberlake", Turner and Timberlake are sometimes referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, Turner is the owner of that certain parcel of land improved with a Dollar General Store, known as ^{*3307}~~3307~~ Holley Road, Lizella, Bibb County, Georgia, according to the present system of numbering streets in that vicinity.

WHEREAS, Timberlake is the owner of certain property located adjacent to the west of the Dollar General Site, on the easterly portion of which are presently located three neighboring or adjacent buildings comprising an Ace Hardware Store, a retail strip shopping center and a community supermarket/fuel station, having addresses of 3309 – 3321 Holley Road, Lizella, Bibb County, Georgia, according to the present system of numbering streets in that vicinity.

WHEREAS, a private driveway (the "Driveway") serves the properties and the Parties lack a survey to determine its exact location.

WHEREAS, Timberlake desires to maintain vehicular access for deliveries to the rear of improvements on the Timberlake property across the parking and drive areas located on the Dollar General Site adjacent to the northeast and southeast of the Dollar General store located on the Dollar General Site (the "Rear Access Way").

WHEREAS, Turner and Timberlake desire to clarify their obligations for maintenance, repair and replacement of the Driveway and the Rear Access Way (hereinafter collectively referred to as the "Easement Area") without better defining the Easement Area by survey.

1. *Grant of Easements.*

1.1 *Grant of Easements for Ingress-Egress and Encroachment.* Timberlake grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive easement over the Timberlake property regarding the Driveway and any encroachment for utilities and signs now present on the Timberlake property for the benefit of the Dollar General Site, including right of entry for maintenance of the Easement Area. Turner grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive easement over the Dollar General Site regarding the Driveway (to the extent located on that tract) and any encroachment for utilities and signs now present on the Dollar General Site for the benefit of the Timberlake Property, including right of entry for maintenance of the Easement Area, and access to the rear of improvements on Timberlake property across the parking and driving area located on Dollar General side (rear access way).

2. *Maintenance of Driveway and Easement Area.*

The maintenance of the Easement Area and the allocation and payment of expense incurred in connection therewith shall be as described in Sections 2.1 through 2.3.

2.1 *Maintenance.* The costs of maintaining the Easement Area, including but not limited to resurfacing, repairing and replacement of surfaces but excluding general landscaping, shall be shared (the "Shared Costs"). Whenever one of the parties believes that maintenance is necessary to maintain the Easement Area or portions of it in good repair, they shall promptly notify the other Party and attempt to coordinate the conduct of such maintenance.

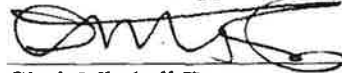
2.2 *Expenses.* The Parties shall pay or reimburse the Party incurring costs for maintaining the Easement Area in the proportion to the space under roof on each Property in relation to the aggregate such area constructed on the Properties from time to time. Any demand for such payment or reimbursement shall be accompanied by such reasonable detail as required to establish the nature of such expenditures. Any unpaid Shared Costs shall bear interest at the legal rate from 30 days after written demand until paid.

2.3 Taxes and Assessments. Each Party shall pay all taxes and assessments on their respective property, without allocation as a Shared Expense.

NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT, IT IS ACKNOWLEDGED THAT THE UNDERSIGNED PARTY IDENTIFIED AS "TURNER" IS ACTING SOLELY IN A CUSTODIAL CAPACITY AND ASSUMES NO PERSONAL OBLIGATION WHATSOEVER FOR FULFILLMENT ANY OF THE COVENANTS OR CONDITIONS HEREIN CONTAINED.

IN WITNESS WHEREOF, Turner and Timberlake have executed this Agreement under seal as of the day and year first above written.

Reviewed and Approved:

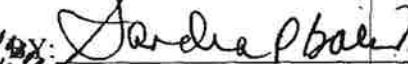


Clark Mitchell Turner

Signed, sealed and delivered
in the presence of:

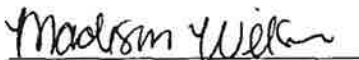
Turner:

United Bank as Custodian for Clark Mitchell
Turner, IRA:

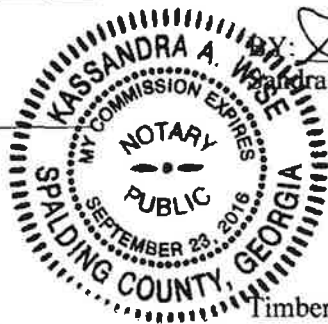


Sandra P. Bales, Vice President

(SEAL)


Witness


Notary Public

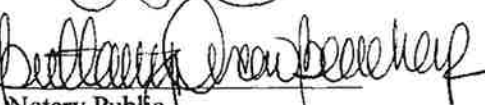



Timberlake:

Signed, sealed and delivered
in the presence of:

Timberlake, LLC:


Witness


Notary Public

BY 
Lee Timberlake, III, Manager or Sole Member

(SEAL)

