

BOOK 11077 PAGE 258



Recorded 08/30/2017 03:45PM  
 Georgia Intangible Tax Paid: \$0.00  
 CINDY MASON  
 Clerk Superior Court, Columbia County  
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Deed  
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CLERK OF SUPERIOR COURT  
 COLUMBIA COUNTY, GEORGIA  
 FILED IN OFFICE

2017 AUG 30 PM 3:45

BOOK 11077 PAGE 258-262  
 CINDY MASON, CLERK

R17-2401

Return to:  
 David L. Huguenin, P.C.  
 4024 Washington Road  
 Martinez, GA 30907  
 AB

### EASEMENT AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of August, 2017, by and between Sana Ullah (hereinafter referred to as "Grantor") and Cardinal Square Group, LLC, a Georgia limited liability company, and Threcone Evans, LLC, a Georgia limited liability company (hereinafter collectively referred to as "Grantees"):

#### WITNESSETH THAT:

WHEREAS, Grantor is the owner of the tracts designated as "Tracts D, H and T" (hereinafter the "Ullah Property") as shown upon a plat prepared for Cardinal Sq. Group, LLC, by H. Lawson Graham & Associates, Inc., R.L.S. No. 2122, dated September 14, 2013, and revised January 23, 2014, and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in PC H, Slide 26 #2 (hereinafter the "Previous Plat"); and

WHEREAS, Cardinal Square Group, LLC is the owner of "Tract J," which tract was subsequently replatted and subdivided into "Tract A" and "Tract B" (hereinafter the "Cardinal Square Property"), as shown upon the more recent plat prepared for Cardinal Square Group, LLC, by James F. Mattison, IV, R.L.S. No. 2701, dated February 15, 2017, and recorded in the Office of the Clerk of the Superior Court of Columbia County, Georgia, in Plat Book E2017, Page 28, #11 (hereinafter the "Current Plat"); and

WHEREAS, Threcone Evans, LLC is the owner of "Tract K" (hereinafter the "Threcone Property") as shown upon the Previous Plat; and

WHEREAS, Grantor has agreed to grant Grantees a thirty-foot permanent ingress/egress easement for the purpose of accessing Washington Road from Tracts D, H, T and K (on the Previous Plat) and Tracts A and B (on the Current Plat) as shown as "30' Ingress/Egress Easement #1" on the Previous Plat; and

WHEREAS, the parties desire to set forth herein the granting of easements for such roadway and their agreement as to the maintenance thereof.

NOW THEREFORE, in consideration of these premises and the mutual promises by and between the parties hereto made, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1. Grantor hereby grants to Grantees, their heirs, successors and assigns, a permanent non-exclusive thirty-foot ingress/egress easement (designated as "30' Ingress/Egress Easement #1"), for ingress and egress over, across, through and upon for the purpose of accessing Washington Road from Tracts D, H, T and K (on the Previous Plat) and Tracts A and B (on the Current Plat).
2. Each party shall be responsible for any construction-related damage caused to "30' Ingress/Egress Easement #1" during the construction of improvements upon that Party's respective Tract. Such damage shall be repaired at the expense of such party within thirty (30) days of the completion of construction.
3. Other than repairs or maintenance which is a result of damage to "30' Ingress/Egress Easement #1" by a party, no expenditures for maintenance shall be made except in the following manner. Any party desiring to perform any maintenance to the common areas shall first give notice in writing to the other property owners detailing the desired maintenance items and estimated costs. After receiving notice of the proposed maintenance, the property owners shall grant or deny approval within fifteen (15) days of receipt; upon approval by the majority of property owners, the maintenance shall commence and the property owners will each pay its respective allotment of the expenses.
4. Maintenance of "30' Ingress/Egress Easement #1" and the Sign Monument shall be the responsibility of the owners of Tracts D, H, T and K (on the Previous Plat) and Tracts A and B (on the Current Plat) based on the percentage of the land area owned as follows:
  - Tract D (on Previous Plat) — 27.42% based on 2.12 acres owned;
  - Tract H (on Previous Plat) — 21.23% based on 1.64 acres owned;
  - Tract T (on Previous Plat) — 10.87% based on 0.84 acre owned;
  - Tract K (on Previous Plat) — 12.42% based on 0.96 acre owned;
  - Tract A (on Current Plat) — 14.04% based on 1.09 acres owned; and
  - Tract B (on Current Plat) — 14.03% based on 1.08 acres owned.
5. Maintenance of all retention ponds, designated as Retention Pond C and Tracts L and M (also Retention Ponds), all on the Previous Plat, shall be as follows:
  - Tracts L and M on Previous Plat (also Retention Ponds) — Owner of Tract T (on Previous Plat) — 21.16%; Owner of Tract A (on Current Plat) — 27.33%; Owner of Tract B (on Current Plat) — 27.33%; and Owner of Tract K (on Previous Plat) — 24.18%; and
  - Retention Pond C on Previous Plat — Owners of Tracts D and H (on Previous Plat).

- 6. This Agreement inures to the benefit of and is binding upon the Parties hereto, their heirs, successors, representatives and assigns and shall run with the land.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals  
 this 3rd day of August, 2017.

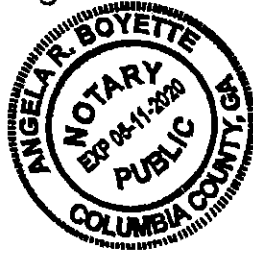
**GRANTOR:**

*Sana Ullah* (LS)  
 Sana Ullah

*Brian Boyette*  
 Witness

*Angela R. Boyette*  
 Notary Public

State of Georgia  
 My Commission Expires:



**(GRANTEE SIGNATURES AND WITNESSES APPEAR ON THE NEXT PAGE)**

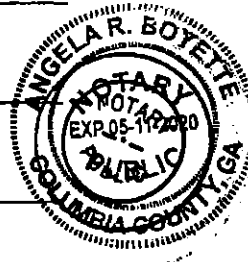
**GRANTEE:**

**Cardinal Square Group, LLC**

By *Sana Ullah*  
Sana Ullah, as its Member

*Middle Babbar*  
Witness

*Angela R. Boyette*  
Notary Public

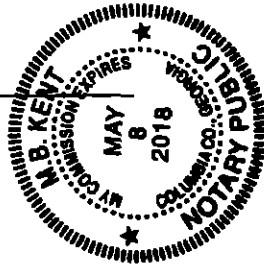


State of Georgia  
My Commission Expires:

By *B. Chaudhary*  
Bashir Chaudhary, as its Member

*Khadia Ullah*  
Witness

*[Signature]*  
Notary Public



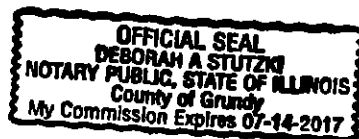
State of Georgia  
My Commission Expires: *MAY 8, 2018*

By *Zafar H. Qureshi*  
Zafar H. Qureshi, as its Member

*[Signature]*  
Witness

*Deborah A. Stutzki*  
Notary Public

State of Illinois  
My Commission Expires: *7-14-17*



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**GRANTEE:**

**Threcone Evans, LLC**

By

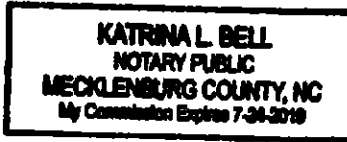
  
Tim Biakabutuka, as its Member

Witness


Notary Public

State of ~~Georgia~~ **NC**  
My Commission Expires:



CLERK'S NOTE: illegible form submitted for recording