



Deed Doc: BASE
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Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 05354 Pg 0018-0031

Penalty:

-----Space Above This Line for Recorder's Use-----

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
Attn: G. Marcus Hodge
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement (this "Agreement") is made and entered into this 30th day of March, 2022, by and between **ATHENS MEDICAL SPECIALTY PARK CONDOMINIUM ASSOCIATION, INC., a Georgia non-profit corporation** (the "Association") and **UCBC ATHENS, LLC**, a Georgia limited liability company ("UCBC").

WITNESSETH:

WHEREAS, Athens Medical Specialty Park, a Condominium development, originally consisted of eight (8) condominium units located on approximately 12.768 acres (the "AMSP Condominium") as described on that certain Condominium Plat entitled "Athens Medical Specialty Park – Condominium Plat" prepared by Jordon, Jones & Goulding dated January, 2001 recorded in Condominium Plat Book 2, page 7, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia; and

WHEREAS, the AMSP Condominium is governed by that certain Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated April 14, 2004, as recorded in Deed Book 2639, page 397, said Clerk's Office, as amended by First Amendment of Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated April 15, 2005, as recorded in Deed Book 2852, page 207, said Clerk's Office, and further amended by Second Amendment of Restated and Amended Declaration for Athens Medical Specialty Park

Condominium dated April 15, 2005, as recorded in Deed Book 2852, page 211, said Clerk's Office, and further amended by Third Amendment of Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated April 13, 2005, as recorded in Deed Book 2908, page 456, said Clerk's Office, and further amended by Fourth Amendment of Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated January 1, 2009, as recorded in Deed Book 3831, page 69, said Clerk's Office, and further amended by Fifth Amendment of Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated November 16, 2011, as recorded in Deed Book 3978, page 11, said Clerk's Office (the "Fifth Condominium Amendment"), and further modified by Sixth Amendment of Restated and Amended Declaration for Athens Medical Specialty Park Condominium dated March 30, 2022, and recorded in Deed Book 5354, page 1, aforesaid records (the "Sixth Condominium Amendment, together with the above are collectively the "Declaration"); and

WHEREAS, in accordance with the terms of the Sixth Condominium Amendment, VMW Properties, LLC, as the owner of that certain unit described as Parcel G, withdrew Parcel G, together with approximately 0.449 acres of common area, from the AMSP Condominium, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto (the "Withdrawn Property"); and

WHEREAS, VMW Properties, LLC has conveyed the Withdrawn Property to UCBC and UCBC is currently the fee simple title holder of the Withdrawn Property; and

WHEREAS, as contemplated in the Sixth Condominium Amendment, it is intended that UCBC continue to enjoy all rights, privileges, easements, access and use in and to all of the common areas, now or hereafter located on the AMSP Condominium, except as is expressly limited herein, and in consideration of such rights, UCBC shall have the continuing obligation to pay its prorata share of the condominium dues and assessments to the Association as if the withdrawal of the Withdrawn Property did not occur; and

WHEREAS, UCBC currently owns approximately 8.00 acres adjacent to the AMSP Condominium as more particularly described on that certain plat of survey entitled "Administrative Recombination Plat For: VMW Properties, LLC" prepared by Baseline Surveying and Engineering, Inc. dated January 31, 2022, last revised February 24, 2022, recorded in Plat Book J, page 277, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the "UCBC Expansion Property"); and

WHEREAS, UCBC intends to develop the UCBC Expansion Property, including, without limitation, the construction of a new medical facility adjacent and attached to the Withdrawn Property (the "UCBC Expansion Project"); and

WHEREAS, the UCBC Expansion Project is generally depicted on that certain concept plan entitled "University Cancer and Blood Center" prepared by Pittman Engineering, P.C., a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference thereto (the "Site Plan"); and

WHEREAS, it is desirable in connection with the operation of the AMSP Condominium,

the Withdrawn Property, and the UCBC Expansion Property that certain easements and covenants be set forth in this Agreement, together with the obligations of the Association and UCBC with respect thereto (the AMSP Condominium and the UCBC Expansion Property are sometimes collectively referred to herein as "Properties" or individually as a "Property").

NOW THEREFORE, for and in consideration of easements herein granted, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Association and UCBC hereby agree as follows:

1. AMSP Common Area Easements. The Association does hereby grant and convey to UCBC, for the benefit of and as an appurtenance to the Withdrawn Property, a non-exclusive right and easement for the continuous, perpetual and unrestricted use, in common with the unit owners of the AMSP Condominium, over, under, through and across the common areas now or hereafter located on the AMSP Condominium for the purpose of ingress, egress, signage and utilities now or hereafter servicing the Withdrawn Property (the "AMSP Common Area Easement"); provided, however, the use of the AMSP Common Area Easement shall be subject to the terms of the Declaration to the extent of any restrictions or approval rights relating to signage or utility installation or maintenance. The Association shall continue to be responsible for the maintenance, repair and replacement of all common areas located on the AMSP Condominium in accordance with the terms and provisions of the Declaration. In consideration of UCBC's rights in and to the AMSP Common Area Easement, UCBC shall have the continuing obligation to pay its prorata share of condominium dues and assessments to the Association as if the withdrawal of the Withdrawn Property from the AMSP Condominium did not occur. Solely for the purpose of calculating each unit owner's and UCBC's percentage of payment of common area expenses and assessments to the Association, the Exhibit "B" attached to the Fifth Condominium Amendment shall control. Notwithstanding the grant of the AMSP Common Area Easement and the Parking Easement, the owners of the AMSP Condominium or the Association may, subject to the terms of the Declaration, at their own expense, change the location of the buildings and other structures on the AMSP Condominium or relocate, modify, increase or decrease the Common Areas set forth in the Declaration; provided that such actions shall not materially adversely affect the use and enjoyment of the AMSP Common Area Easement or the Parking Easement.

2. Parking Easement. The Association does hereby grant and convey to UCBC, for the benefit of and as an appurtenance to the Withdrawn Property, a non-exclusive right and easement (the "Parking Easement"), in common with the unit owners of the AMSP Condominium, over, under, through and across the common areas behind and beside the Withdrawn Property as shown on Exhibit C, attached hereto and made a part hereof, for the purpose of parking vehicles and a non-exclusive right and easement, in common with the unit owners of the AMSP Condominium, over, under, through and across the common areas located in the parking lots in front of the buildings located on the AMSP Condominium and the Withdrawn Property as shown on Exhibit D, attached hereto and made a part hereof (the "Front Parking Lots"); provided however, as it pertains to the "Front Parking Lots", the Parking Easement shall be limited to use by the patients of the medical practice operating on the Withdrawn Property, and in no event shall any employees or contractors of UCBC, or any employees or contractors of the tenants of the Withdrawn Property be permitted to use the Front Parking Lots for parking.

3. Grand Entrance Drive. As part of the UCBC Expansion Project, UCBC shall install and construct, at its sole cost and expense, a grand entrance drive in that general location as colored in red and depicted as "Grand Entrance Drive" on the Site Plan (the "Grand Entrance Drive"). The Grand Entrance Drive shall provide ingress, egress and access for vehicular and pedestrian traffic to and from Kathwood Drive for the benefit of and as an appurtenance to the AMSP Condominium, the Withdrawal Property and the UCBC Expansion Property. UCBC shall construct the Grand Entrance Drive in a good, workmanlike, and lien-free manner. The Association does hereby grant and convey to UCBC, for the benefit of the Withdrawal Property and the UCBC Expansion Property, a non-exclusive, perpetual easement for the purpose of ingress, egress and access for vehicular and pedestrian traffic over, through and across that portion of the AMSP Condominium common areas located within the boundaries of the Grand Entrance Drive. UCBC does hereby grant and convey to the Association, for the benefit of and as an appurtenance to the AMSP Condominium and the Withdrawn Property, a non-exclusive, perpetual easement for the purpose of ingress, egress and access for vehicular and pedestrian traffic over that portion of the UCBC Expansion Property located within the bounds of the Grand Entrance Drive.

The Association does hereby grant and convey to UCBC a temporary construction easement over those portions of the common areas located in the AMSP Condominium adjacent to the location of the Grand Entrance Drive for the purposes of (i) dismantling and removing the existing driveway facility and signage located off Kathwood Drive, and (ii) the construction and installation of the new Grand Entrance Drive facility. The temporary easement shall automatically expire upon the completion of the Grand Entrance Drive improvements.

4. Grand Entrance Drive Landscaping. As part of the UCBC Expansion Project, UCBC shall install, at its sole cost and expense, irrigation, lighting and landscaping in that general location as colored in blue and depicted as "Grand Entrance Landscape Area" on the Site Plan (the "Grand Entrance Landscape Area"). The landscaping located within the Grand Entrance Landscape Area shall be in accordance with that certain landscape plan approved by the applicable governing authority having jurisdiction over landscaping in Athens-Clarke County, Georgia. The Association does hereby grant and convey to UCBC a non-exclusive perpetual easement over that portion of the AMSP Condominium common areas located within the boundaries of the Grand Entrance Landscape Area for the purpose of installing, maintaining and replacing irrigation, lighting and landscaping, together with the right of ingress and egress thereto.

5. Drainage Line Easement. As part of the UCBC Expansion Project, UCBC intends to install and construct, at its sole cost and expense, a detention pond on a portion of the UCBC Expansion Property containing approximately 1.00 acre and being depicted as "Detention – 1 Acre" on the Site Plan (the "Detention Pond"). The Association does hereby grant and convey to UCBC a non-exclusive perpetual easement over that portion of the AMSP common areas located between the Detention Pond and the UCBC Expansion Property for the purpose of installing, maintaining, repairing and replacing an underground drainage line (the "Stormwater Line Easement"). The Detention Pond and the Stormwater Line Easement shall be for the sole benefit of the UCBC Expansion Property. UCBC, at its sole cost and expense, shall maintain

and repair all stormwater detention facilities located within the Detention Pond and the Stormwater Line Easement in accordance with all applicable state and local rules and regulations, and shall use commercially reasonable efforts to minimize interference with the use of the Common Areas during the construction, repair and maintenance of the underground drainage line, and shall restore the portion of the common areas disturbed by such construction, maintenance or repair.

6. Maintenance and Repair. UCBC shall maintain, repair and replace (a) all driveways, drives, lanes, curb cuts and sidewalks located within the Grand Entrance Drive, and (b) all irrigation, lighting and landscaping located within the Grand Entrance Landscape Area, so as to keep same at all times in a safe, sightly and functional operating condition. Such maintenance, repair and replacement shall include the obligation to (a) maintain all pavement in the Grand Entrance Drive in a level, smooth and evenly-covered condition and, as necessary, to repave and restripe the pavement, (b) remove all papers, debris, filth and refuse to the extent reasonably necessary to keep the Grand Entrance Drive in a clean and orderly condition, (c) maintain and repair any directional signs, markers and lines hereinafter located within the Grand Entrance Drive, and (d) maintain the Grand Entrance Landscape Area in a good and attractive manner, including irrigating and mowing all grass areas and replace any dead or diseased plants, trees, flowers and shrubs.

“Owner” or “Owners” shall refer to the Association relative to the AMSP Condominium and the “Owner(s)” of fee simple title to the UCBC Expansion Property, or any portion thereof; provided however, the term “Owner” shall not mean and refer to (i) the holder of any deed to secure debt, mortgage or any other security instrument encumbering title to the AMSP Condominium or the UCBC Expansion Property unless and until the holder thereof shall become a mortgagee in possession under such instrument or shall acquire fee simple title thereto pursuant to the foreclosure thereof, exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto, or (ii) any lessee, tenant or licensee of any Owner.

7. Prohibition of Cross Parking. Nothing contained herein is intended, nor shall be construed, to create any rights whatsoever for cross parking between the AMSP Condominium, the Withdrawn Property and the UCBC Expansion Property, except for the Parking Easement set forth in Section 2 hereof.

8. AMSP Monument Sign. UCBC, at its sole cost and expense, shall install (i) a new monument sign in the common area of the AMSP Condominium along Kathwood Drive in close proximity to the Grand Entrance Drive, and (ii) directional signage on the roundabout portion of the Grand Entrance Drive directing drivers to the AMSP Condominium and the UCBC Expansion Property, as applicable (the “AMSP Signs”). The design, size and location of the AMSP Signs shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld, conditioned or delayed. The AMSP Signs shall in all respects comply with the applicable signage ordinance of Athens-Clarke County, Georgia. Upon UCBC’s completion of the installation of the AMSP Signs, the Association shall be solely responsible for the continued maintenance, repair and replacement of the AMSP Signs.

9. Enforcement.

9.1 Notice of Violation. In the event any covenant, condition, limitation, right or privilege set forth in this Agreement is violated by an Owner, the non-breaching party may execute and deliver to the breaching party a Notice (as hereinafter defined) specifying the violation and the action required to cure the violation. The violation shall be cured within ten (10) days of such notification if such violation is capable of being cured within ten days. If the violation is such that it cannot be cured within ten days, the party committing the violation shall immediately take significant action to cure such violation and shall have sixty (60) days after the giving of such Notice in which to cure the violation provided said party continuously prosecutes the curative action in good faith during such period. If the violation is not cured within the applicable time period, the non-breaching party may, without further notice to the breaching party, enforce the terms and provisions of this Agreement in accordance with Section 9.2, below.

9.2 Remedies. In enforcing any covenant, condition, limitation, restriction, reservation, right or privilege set forth in this Agreement, the non-breaching party may do any one or more of the following:

- (a) Exercise any right or remedy provided in this Agreement.
- (b) File suit at law or in equity either to restrain and enjoin the violation, or to recover damages, or both.
- (c) Cure the violation by paying or causing to be paid, when due and payable, any item which may be paid to cure a violation, or do or cause to be done such acts or things as may be required, necessary or desirable to cure the violation, in which case the sums paid, and the entire cost and expense of such acts or things, shall be reimbursed to the non-breaching party, together with all costs of collection, including reasonable attorney fees. In the event that the breaching party does not pay any such sums paid by the non-breaching party pursuant to this subsection (c) within thirty (30) days of receipt of an invoice from the non-breaching party, the property owned by the breaching party within the Properties shall be subject to a lien in favor of the non-breaching party in the amount of the delinquent payment plus interest at the rate of ten percent (10%) per annum from the thirtieth (30th) day after the breaching party's receipt of such invoice.

9.3. Failure to Enforce. The failure of an Owner to enforce any provision of this Agreement as provided above shall in no event be deemed a waiver of the right to do so thereafter.

9.4. Rights Cumulative. All of the enforcement rights and remedies set forth above are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity; and each and every such right and remedy may be exercised concurrently or separately.

9.5. Mortgagee Cure. Notwithstanding any provision to the contrary in this Agreement, the holder of a deed to secure debt or similar instrument now or hereafter encumbering a Property shall be privileged, but not obligated, to cure any default hereunder by the Owner of the Property which is encumbered by the applicable deed to secure debt, within the time periods after its receipt of notice of any such default as are set forth in this Section 9.

10. Miscellaneous.

10.1 Indemnification. The Owners of the Properties shall and do hereby indemnify, defend and hold each other and their respective partners, officers, managers, members, employees, agents and contractors harmless from, against and in respect of any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, attorneys fees and expenses reasonably incurred and any lien or claim of lien) suffered, incurred or sustained by the indemnified party as a result of, by reason of or in connection with the exercise of the indemnifying party's rights granted in this Agreement ; provided, however, if such personal injury, death or property damage was caused by the act or neglect of any Owner of a Property or such party is otherwise liable therefor, then that Owner shall not be protected or held harmless by this indemnity.

10.2 Parties. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the owners of the Properties, their respective successors and assigns, including without limitation successors-in-title, to all or portions of the Properties. Each of such parties shall have the right to enforce the provisions of this Agreement that benefit the portion of the Properties in which such party holds an interest. The terms and provisions of this Agreement shall be covenants running with the land, and any conveyance of any portion of the Properties affected by this Agreement shall expressly state that such conveyance is subject to the terms of this Agreement. By acceptance of a deed for any of such Property, the grantee under any such deed shall be deemed to have assumed all the duties and obligations of its predecessor-in-interest accruing under this Agreement during the time the grantee owns such Property.

10.3 Notices. Any notice or other communication required or permitted to be given under this Agreement (herein called a "Notice") shall be in writing and shall be delivered by hand or overnight courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its last known address. Each Notice shall be effective on the date of hand or overnight courier delivery or on the date of deposit in the United States mail as provided above; however, the time period within which a response to any Notice must be given, if any, shall commence to run from the date of actual receipt of such Notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice sent. By giving to the other parties at least thirty (30) days' Notice thereof, any party shall have the right from time-to-time to change its address and to specify any other address within the continental United States.

In addition, a copy of any Notice shall also be sent, in the same manner as provided above, to any holder of any deed to secure debt or similar instrument encumbering any portion of the Properties, if the name and address of such holder has been provided in writing to the parties to this Agreement.

10.4 Headings. The headings, captions and numbers in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

10.5 Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

10.6 Third Party Rights. This Agreement is not intended, nor shall it be construed, to create any third-party beneficiary rights to any other person or entity. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public.

10.7 Entire Agreement; Amendment. This Agreement and the exhibits attached hereto contain all the representations and the entire grant between the parties with respect to the subject matter of this Agreement. This Agreement may be amended at any time, and from time to time, by the agreement of all of the Owners, such agreement to be evidenced by the execution of an amendment to this Agreement filed for record in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, setting forth the terms and provisions of the amendment.

10.8 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

10.9 Declaration Valid and Enforceable. All rights, powers and remedies provided in this Agreement may be exercised only to the extent that the exercise of such rights does not violate applicable law, and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained in this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement shall not be affected thereby.

10.10 Estoppels. Upon fifteen (15) days prior written notice, the parties hereto shall provide to each other such estoppel certificates (without warranties) as may be reasonably requested addressed to potential purchasers, investors, or lenders, as the case may be.

10.11 Duration of Obligations. Any Owner shall be bound by this Agreement only during the period such person or entity is the owner of the Property, or any portion thereof, and shall be released from the terms and provisions hereof upon the transfer of ownership except as to obligations, liabilities and responsibilities which accrue during, and are applicable to, such period of ownership, but remain unpaid or unsatisfied.

10.12 Duration of this Agreement. Each Owner hereby expressly acknowledge and agree that the purpose of this Agreement is for the grant, conveyance and establishment of the easements, rights and privileges set forth herein and none of the terms or provisions of this Agreement shall be or be deemed to be "covenants restricting land to certain uses" for purposes of O.C.G.A. § 44-5-60, or any similar law or statute, and each party hereto (knowingly, willingly and upon the advice of legal counsel) expressly forever waives, releases, and discharges any right that any party hereto now has or ever may have to claim or assert in any legal or other circumstances that any of the easements or other terms or provisions of this Agreement are in any way covered or limited by said Code Section or any similar law or statute.

10.13 Previous Easement Agreement. This Agreement supersedes and replaces in its entirety that certain Easement Agreement dated June 8, 2000 by and between AMSP Properties, LLC and Jefferson Road Associates, LLC recorded in Deed Book 1915, page 347, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, as amended by that certain Amended and Restated Easement Agreement dated January 8, 2007 by and between Athens Medical Specialty Park Condominium Association, Inc. and Jefferson Road Associates, LLC recorded in Deed Book 3246, page 51, aforesaid records.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC., a
Georgia non-profit corporation

By: Jeffrey M. Williams (SEAL)
Jeffrey M. Williams, on behalf of the Board
of Directors of the Association

Signed, sealed and delivered in
the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

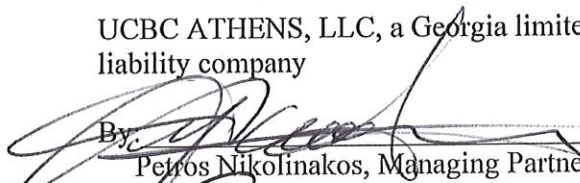



[Signatures continued on following page]



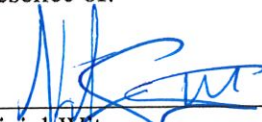
Monesha Takia Grant
Notary Public, Clarke County, Georgia
Commission Expires 04/25/2023

UCBC ATHENS, LLC, a Georgia limited
liability company

By:  (SEAL)
Petros Nikolinakos, Managing Partner

By:  (SEAL)
Lawrence L. Unger, Non-voting Managing
Partner

Signed, sealed and delivered in
the presence of:


Unofficial Witness

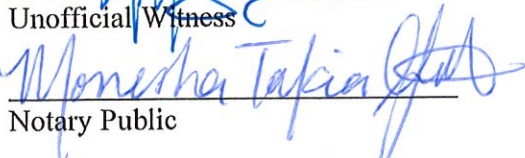

Notary Public

EXHIBIT "A"

All that tract of land, together with improvements thereon, situate, lying and being in the 1347th Georgia Militia District, in Athens-Clarke County, Georgia, and being more particularly described as follows:

COMMENCE at an iron pin having the Georgia State Plane Coordinates

N:1450782.60 E:2524740.88 (Georgia Western Zone);

thence N 52°31'57" W a distance of 126.34' to an iron pin, said iron pin being the POINT OF BEGINNING;

thence S 49°45'31" W a distance of 260.39' to an iron pin;

thence N 39°44'37" W a distance of 141.39' to an iron pin;

thence N 49°45'31" E a distance of 191.77' to an iron pin;

thence N 39°56'03" W a distance of 76.71' to an iron pin;

thence N 50°19'01" E a distance of 19.51' to an axle;

thence S 52°31'57" E a distance of 223.01' to an iron pin, which is the point of beginning;

said tract containing 0.84 acres more or less

Exhibit "B"

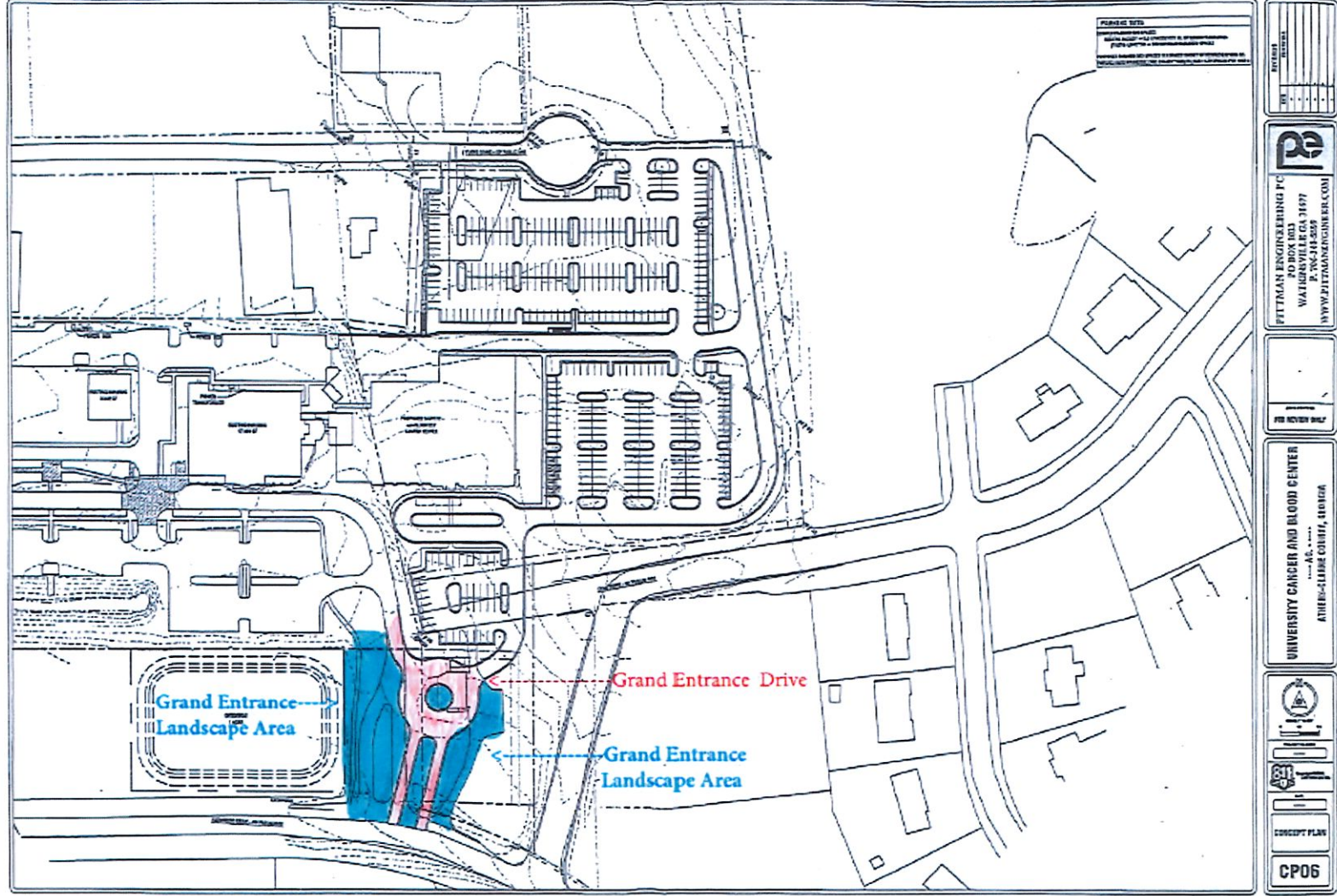


EXHIBIT C

