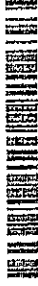


(T)20182147



Deed

Doc AGEE

Recorded 09/13/2018 12:23PM
Georgia Intangible Tax Paid: \$0.00

Grantor: Brown

Book 01998 Page 0004-0011
Clerk Superior Court, Walker County, Ga.

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING, RETURN TO:
Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, TN 37450
Attn: Michael J. Stewart

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of September 10, 2018, by and between the TENNESSEE VALLEY FEDERAL CREDIT UNION, a federal credit union ("Grantor"), and VICTORIA S. SCOGGINS, a resident of the state of Georgia ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property located in Walker County, Georgia, as more particularly described on Exhibit A attached hereto and made a part hereof ("Grantor Property").
- B. Grantee is the owner of certain real property located adjacent to the Grantor Property, as more particularly described on Exhibit B attached hereto and made a part hereof ("Grantee Property").
- C. Grantee desires to obtain an easement from Grantor in order to allow for pedestrian and vehicular ingress and egress to and from Highway 27 and the Grantee Property.

IN CONSIDERATION OF the recitals, which are incorporated into this Agreement by reference, \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement for the benefit of the Grantee Property over and across a portion of the Grantor Property as reasonably necessary to allow for vehicular and pedestrian access, ingress and egress (the "Easement"). The Easement shall be located in an area determined in Grantor's sole discretion (the "Easement Area") and Grantor shall have the right to select and design all aspects of the Easement Area, including the location of the curb cuts and the width of any driveways or sidewalks. In addition, Grantor shall have the right to modify or relocate the Easement Area so

long as Grantee continues to have vehicular and pedestrian access, ingress and egress to and from Highway 27 and the Grantee Property.

2. Maintenance. Grantor shall be responsible for maintaining and keeping the Easement Area in good repair and condition, which includes maintaining and repairing the landscaping, parking areas, curb and gutters located within the Easement Area. Once the Grantee commences actual use of the Easement Area as access to the Grantee Property, Grantee shall reimburse Grantor for fifty percent (50%) of the out-of-pocket maintenance costs incurred by Grantor with respect to the maintenance and upkeep of the Easement Area. Any such reimbursement shall be paid by Grantee to Grantor within thirty (30) days of receipt of invoices or other items evidencing the costs incurred by Grantor. Any sums remaining unpaid after such thirty (30) day period shall bear interest at the maximum amount permissible under applicable law.
3. Interference with Use of Access Easement. Grantee hereby covenants and agrees that it shall not use the Easement and/or the Easement Area in a manner that unreasonably interferes with Grantor's use of the Grantor Property.
4. Indemnification. Each party hereby agrees to defend, indemnify and hold harmless the other party, and its legal representatives, occupants, lessees, tenants, successors and assigns, from and against any and all loss, cost, expense, suits, judgments, and liabilities for damages or injuries of whatsoever kind, whether to persons or property, arising by reason of the exercise of the easement rights granted herein by such party, its employees, tenants, guests, and invitees.
5. Runs with the Land. This Agreement shall be deemed to run with the land. All of the obligations created in this Agreement are intended to be and shall be binding upon the successors and assigns of the respective parties, and all rights and benefits contained in this Agreement shall inure to the benefit of the heirs, successors and assigns of the parties (including lessees, tenants, licensees and invitees), their owners, and the heirs, successors, and assigns of such owners.
6. Miscellaneous.
 - (a) This is not a conveyance of the fee, but only the rights, privileges, and easement set forth in this Agreement.
 - (b) This Agreement may only be amended or modified in writing executed by the parties.
 - (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
 - (d) Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) The parties covenant and agree that each shall take any further actions as may be reasonably necessary to implement the transactions contemplated by this Agreement.

(f) The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement.

(g) None of the terms or provisions of this Agreement shall be deemed to create a partnership or any relationship of trust or fiduciary relationship between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(h) This Agreement may be executed in several counterparts each of which shall be an original, and all of which, together, shall constitute one and the same instrument.

[Execution Pages Attached]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective the day and year first above written.

GRANTOR:

TENNESSEE VALLEY FEDERAL CREDIT UNION

Signed, sealed and delivered this 10th day of September, 2018, in the presence of:

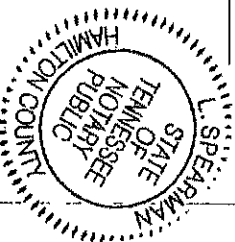
Unofficial Witness

Notary Public

My Commission Expires:

12/8/19

[NOTARIAL SEAL]



By  (SEAL)

Name: Todd Fortner

Title: President & CEO

Signed, sealed and delivered this 10th day
of September, 2018, in the presence of:

[Signature]

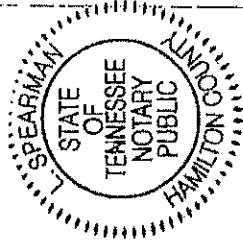
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

12/8/19

[NOTARIAL SEAL]



GRANTEE:

[Signature]
VICTORIA S. SCOGGINS

EXHIBIT A

GRANTOR PROPERTY

All that tract or parcel of land lying and being in Land Lot 242 of the 9th Land District and 4th Section of Walker County, Georgia, being more particularly described as follows: Beginning at the southwest property corner being at the right of way of U.S. 27 being the TRUE POINT OF BEGINNING; thence running along the right of way of U.S. 27, North 10 degrees 46 minutes 04 seconds East along an arc of a curve with a length of 577.33 feet (said arc of curve being 581.31 feet and a radius of 1432.39 feet) to a point, said point being the intersection of the east boundary line of the right of way of U.S. 27 and the south boundary line of Lafayette Road; thence running along the south boundary line of Lafayette Road, North 33 degrees 13 minutes 07 seconds East for a distance of 74.71 feet to a point; thence continuing along the south boundary line of Lafayette Road, North 70 degrees 15 minutes 09 seconds East for a distance of 105.10 feet to a point; thence continuing along the south boundary line of Lafayette Road, North 63 degrees 21 minutes 59 seconds East along an arc of a curve with a length of 182.88 feet (said arc of curve being 183.32 feet and a radius of 762.67 feet) to a point; thence running South 54 degrees 25 minutes 52 seconds East for a distance of 25.67 feet to a point; thence running South 32 degrees 33 minutes 57 seconds West for a distance of 398.86 feet to a point; thence running South 63 degrees 25 minutes 53 seconds East for a distance of 30.17 feet to a point; thence running South 32 degrees 33 minutes 37 seconds West for a distance of 453.96 feet back to the TRUE POINT OF BEGINNING.

FOR PRIOR TITLE, see Quitclaim Deed from Department of Transportation, an agency of the State of Georgia, to Victoria S. Scoggins, executed February 13, 2009 and recorded on March 19, 2009 in Deed Book 1596, Page 549, in the Office of the Clerk of the Superior Court of Walker County, Georgia, and that Warranty Deed from Victoria S. Scoggins to Tennessee Valley Federal Credit Union, a federal credit union, being recorded immediately prior to this Access Easement.

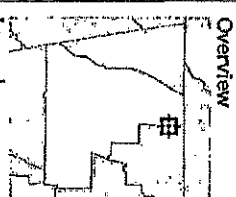
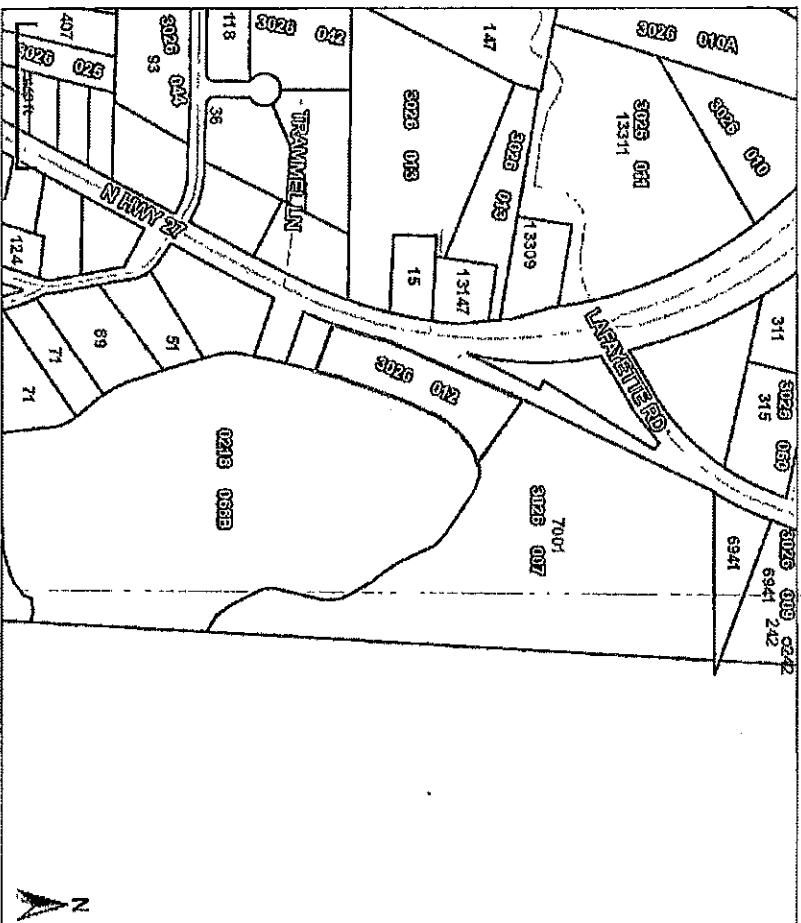
EXHIBIT B

GRANTEE PROPERTY

Tax Map Parcel No. 3026 012, as shown on the following page



Public.net™ Walker County, GA



- Legend
- ☐ Parcels
 - ☐ Parcel Numbers
 - ☐ Address Numbers
 - ☐ Roads
 - ☐ Land/Lots

Parcel ID	3026 012	Owner	SCOGGINS JAMES M & VICTORIA S	Last 2 Sales	
Class Code	Commercial		SCOGGINS	Date	
Taxing District	CHICKAMAUGA		221 LOYD SLANE	12/14/2000	\$105,700 FM
	CHICKAMAUGA		LAFAYETTE GA 30728	0	n/a
Acres	1.3	Physical Address	27 HWY		
		Assessed Value	Value \$146,400		

(Note: Not to be used on legal documents)

Date created: 9/10/2018
Last Data Updated: 9/10/2018 12:30:34 AM

Developed by
Schneider
GEO SPATIAL