6766630686
PARTICIPANT ID

Cross Ref. Plat Bk 2023, Pg. 59

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ANGELA ELDER-JOHNSON, CLERK
SUPERIOR COURT
OCONEE COUNTY, GA
Angela Elder - Johnson

STATE OF GEORGIA
OCONEE COUNTY

MULTI-USE EASEMENT AGREEMENT

THIS AGREEMENT, made this the 15th day of November, 2023, between **KIDDIELAND, INC.**, hereinafter referred to as "Grantor", and **UAL HOLDINGS, LLC**, hereinafter sometimes referred to as "Grantee"; and

WITNESSETH:

WHEREAS, Grantor is the Owner of certain land located in Oconee County, Georgia at 1941 Hog Mountain Road, Oconee County Map Parcel Numbers B 06 007E (being shown as as "Kiddieland Inc. Parcel") on a plat of survey attached hereto as Exhibit "A" and incorporated herein (the "Easement Survey") , said parcel hereinafter referred to as "Subject Property"; and

WHEREAS, Grantee is the Owner of certain land located in Oconee County, Georgia collectively representing Oconee County Map Parcel Numbers B 06 008A (Tract 1, 1.62 acres) and B 06 008 (Tract 2, 2.79 acres) and collectively shown on the attached Easement Survey,

WHEREAS, a portion of the Subject Property owned by Grantor has located within a dedicated easement, shown as "Easement Area" on the Easement Survey attached hereto and incorporated herein, hereinafter referred to as the "Easement Area"; and

THAT WHEREAS, Grantor has agreed to provide Grantee a perpetual exclusive easement for construction, maintenance, ingress-egress, utility, and other purposes set forth herein below, over, under and across the Easement Area, under certain terms and conditions; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, a perpetual, exclusive easement (the "Easement") upon, over and across the lands of said Grantor, for the benefit of Grantee for each and all of the uses outlined below, with as minimal intrusion as is reasonably possible, more particularly described as "Easement Uses,"

EASEMENT USES

1. **INGRESS-EGRESS**

   Grantor hereby conveys and grants to Grantee, its successors and assigns, a perpetual and exclusive ingress - egress easement for vehicular and pedestrian traffic along the Easement Area, to the point of connection to the public right of way of Georgia Highway 207 a/k/a Hog Mountain Road.

2. **TEMPORARY CONSTRUCTION**

Grantor hereby conveys and grants to Grantee, its successors and assigns, as well as Grantee's employees, agents, contractors and sub-contractors, a non-exclusive easement over, under, in, along, across and upon the Easement Area for use in the construction and installation of improvements and other construction purposes reasonably related to the construction of Grantee's Planned Development.

This temporary construction easement shall terminate upon completion of construction of the Planned Development, by virtue of an acknowledgment of such completion to be signed by both Parties and recorded in the Clerk of Oconee County Superior Court records.

3. **UTILITY AND MAINTENANCE**

Grantor hereby conveys and grants to Grantee, its successors and assigns a permanent, exclusive easement which shall be used for the purpose of installation and maintenance of all usual and customary utilities to the lands of Grantee adjoining the above-described Subject Property, and to repair, improve and maintain the utilities located within said property located on the lands of Grantor and Grantee.

Grantee has agreed to provide the subject multi-use easement described above in consideration of the following conditions and obligations of easement use:

EASEMENT CONDITIONS

Repair. In the event the surface of any portion of the Easement is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to repair the Easement.

Reservation of Rights. All right, title and interest in and to Subject Property, which may be used and enjoyed without unreasonably interfering with the rights conveyed by this Agreement are reserved to Grantor.

Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement, whether or not it is insured, or for any damage to or loss associated with the Easement unless due to willful, intentional, or negligence of Grantor.

Indemnification. Grantee hereby covenants and agrees to indemnify and hold harmless Grantor from any and all loss, liability, costs, claims, demands, actual damages, actions, causes of actions, and suits arising out of or in any manner related to the exercise by Grantor of the rights and easements given herein in this instrument, except those caused by the negligence or intentional malfeasance of Grantor.

Governing Law. Grantee covenants and agrees that the exercise of any rights given by Grantor under the Easements and rights described hereinabove shall be made by Grantee in accordance with all applicable Federal, State and Local laws and ordinances. The terms and provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall compromise but one and the same instrument.

Future Parking Agreement. The Parties expressly acknowledge that in further consideration of Grantor's conveyance of the above-described multi-use easement, Grantor will be afforded the regular and ordinary use of five (5) parking spaces, the location of which will be mutually agreed upon by the parties at a later date, on the land containing Grantee's completed Planned Development. At the time of execution of the above-referenced acknowledgement of completed construction, this parking agreement will be detailed and recorded in the Clerk of Oconee County Superior Court records.

IN WITNESS WHEREOF, the Grantor has signed and sealed this easement agreement, the day and year above written.

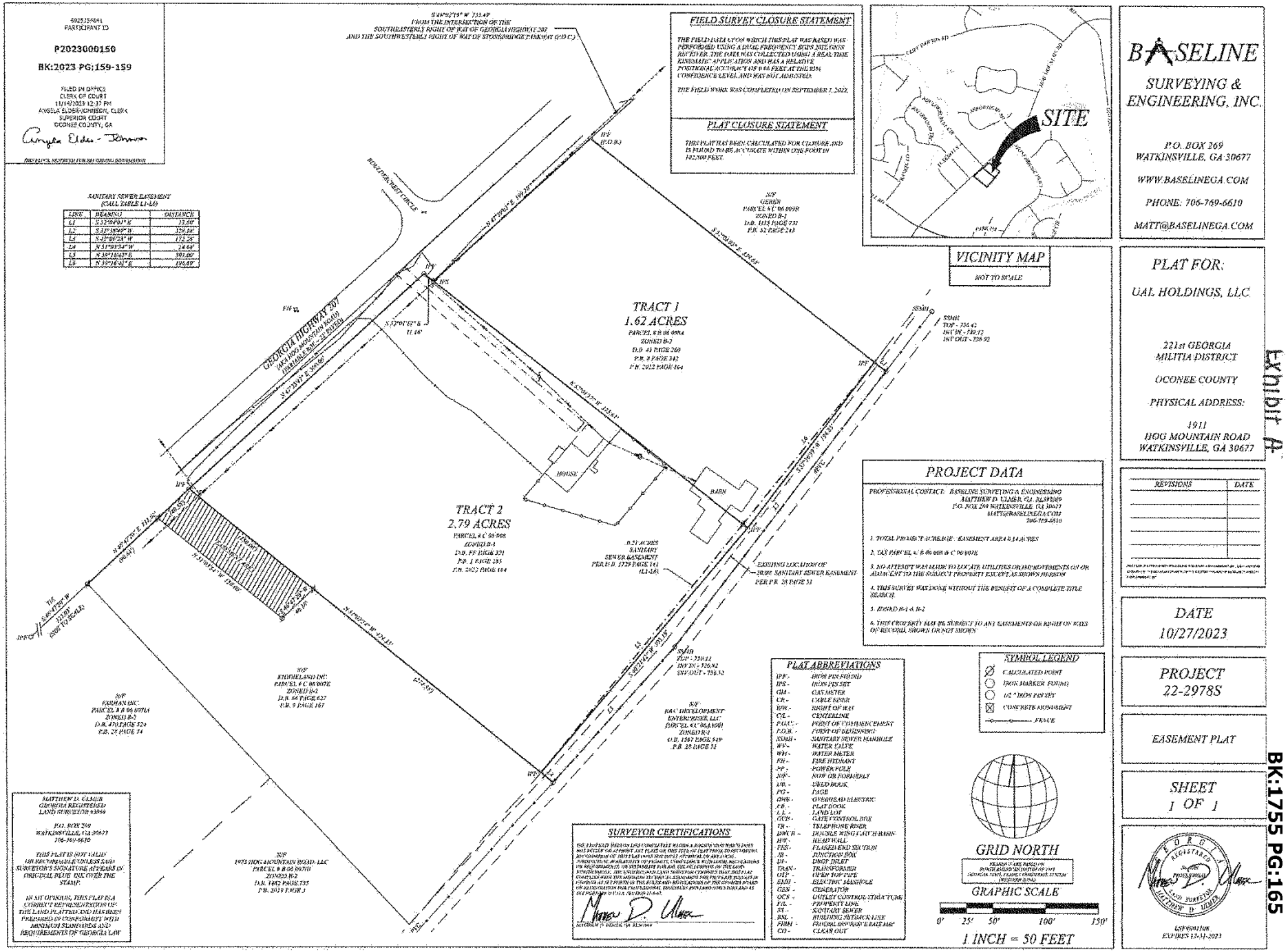
Grantor:
Kiddieland, Inc.

By: _____(SEAL)
Name:
Its:

Witness

Notary Public

GARY MICHAEL RAY
NOTARY PUBLIC
OCONEE COUNTY, GEORGIA
MY COMM. EXPIRES AUG. 31, 2021



SANITARY SEWER EASEMENT
(CALL TABLE L1-L6)

LINE	BEARING	DISTANCE
L1	S 33°00'00" E	13.80'
L2	S 43°00'00" W	329.58'
L3	S 47°00'00" W	172.76'
L4	N 43°00'00" W	14.66'
L5	N 39°10'43" E	393.00'
L6	N 39°10'43" E	196.89'

FIELD SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT WAS BASED WAS PERFORMED USING A DUAL FREQUENCY GPS INSTRUMENT RECEIVER. THE DATA WAS COLLECTED USING A REAL TIME KINEMATIC APPLICATION AND WAS A RELATIVE POSITIONAL ACCURACY OF 0.06 FEET AT THE 95% CONFIDENCE LEVEL AND WAS NOT ADJUSTED.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 1, 2022.

PLAT CLOSURE STATEMENT

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 102,900 FEET.

PROJECT DATA

PROFESSIONAL CONTACT: BASELINE SURVEYING & ENGINEERING
MATTHEW D. ULMER, GA. RLA#3809
P.O. BOX 269 WATKINSVILLE, GA 30677
MATT@BASELINEGA.COM
706-769-6610

1. TOTAL PROJECT ACREAGE / EASEMENT AREA 0.14 ACRES
2. TAX PARCEL #: B 06 008 & C 06 009E
3. NO ATTEMPT WAS MADE TO LOCATE UTILITIES OR IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PROPERTY EXCEPT AS SHOWN HEREON
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH.
5. ZONED B-3 & B-2
6. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD, SHOWN OR NOT SHOWN

PLAT ABBREVIATIONS

IPF -	IRON PIN FOUND
IPS -	IRON PIN SET
GM -	GAS METER
CB -	CABLE RISER
R/W -	RIGHT OF WAY
C/L -	CENTERLINE
P.O.C. -	POINT OF COMMENCEMENT
P.O.B. -	POINT OF BEGINNING
SSMH -	SANITARY SEWER MANHOLE
WV -	WATER VALVE
WM -	WATER METER
FH -	FIRE HYDRANT
PP -	POWER POLE
N/F -	NOW OR FORMERLY
DB. -	DEED BOOK
PG -	PAGE
OHE -	OVERHEAD ELECTRIC
P.B. -	PLAT BOOK
L.L. -	LAND LOT
GCB -	GATE CONTROL BOX
TB -	TELEPHONE RISER
DWCB -	DOUBLE WING CATCH BASIN
HW -	HEAD WALL
FES -	FLARED END SECTION
JB -	JUNCTION BOX
DI -	DROP INLET
TRANS -	TRANSFORMER
OHP -	OVER HEAD PIPE
ESMH -	ELECTRIC MANHOLE
GEN -	GENERATOR
OCS -	OUTLET CONTROL STRUCTURE
P.L. -	PROPERTY LINE
SS -	SANITARY SEWER
BSL -	BUILDING SETBACK LINE
FIRM -	FEDERAL INSURANCE RATE MAP
CO -	CLEAN OUT

SYMBOL LEGEND

- CALCULATED POINT
- IRON MARKER FOUND
- 1/2" IRON PIN SET
- CONCRETE MONUMENT
- FENCE

GRID NORTH

GRAPHIC SCALE
0' 25' 50' 100' 150'
1 INCH = 50 FEET

SURVEYOR CERTIFICATIONS

THE EXISTENCE HEREON LESS CONFLICTING WISHES A RECORD MAP WHICH DOES NOT MEET OR APPROVE ANY PLATS OR DEEDS OF PLAT PRIOR TO RECORDING. DEVELOPMENT OF THIS PLAT WAS NOT DONE AT CONFLICT OR ARE LOCAL JURISDICTIONAL AVAILABILITY OF UTILITIES, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR USE OR PURPOSE OF THE LAND SHOWN HEREON. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT CONTAINS WITH THE MONUMENTATION FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

MATTHEW D. ULMER, GA #3809

MATTHEW D. ULMER
GEORGIA REGISTERED
LAND SURVEYOR #3809

P.O. BOX 269
WATKINSVILLE, GA 30677
706-769-6610

THIS PLAT IS NOT VALID OR RECORDABLE UNLESS SAID SURVEYOR'S SIGNATURE APPEARS IN ORIGINAL BLUE INK OVER THE STAMP.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HEREON PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW

BASELINE
SURVEYING & ENGINEERING, INC.

P.O. BOX 269
WATKINSVILLE, GA 30677

WWW.BASELINEGA.COM

PHONE: 706-769-6610

MATT@BASELINEGA.COM

PLAT FOR:

UAL HOLDINGS, LLC

221st GEORGIA MILITIA DISTRICT

OCONEE COUNTY

PHYSICAL ADDRESS:

1911
HOG MOUNTAIN ROAD
WATKINSVILLE, GA 30677

REVISIONS	DATE

DATE
10/27/2023

PROJECT
22-2978S

EASEMENT PLAT

SHEET
1 OF 1

GEORGIA REGISTERED
MATTHEW D. ULMER
LAND SURVEYOR
LSF000108
EXPIRES 12-31-2023

Exhibit A

BK:1755 PG:165

5023154541
PARTICIPANT ID

P2023000150

BK:2023 PG:159-159

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