



Deed Doc: AGRE  
Recorded 02/13/2008 12:33PM  
Georgia Intangible Tax Paid: \$0.00  
Beverly Logan  
Clerk Superior Court, Athens-Clarke County, Ga.  
Bk 03456 Pg 0274-0279

KW

After recording, return to:  
M. Barton Rice, Jr.  
1091 Founders Blvd. -Ste. A  
Athens, GA 30606

Re: Deed Book 2785, Page 536,  
Deed Book 3448 Page 420,  
Athens-Clarke County, Georgia  
Records.

### JOINT DRIVEWAY AGREEMENT

STATE OF GEORGIA  
OCONEE COUNTY

This Agreement made this 4th day of February in the year Two Thousand Eight, between  
CHRISTOPHER R. PETERSON of the County of Oconee, State of Georgia, as party of the First Part, and KAY Y.  
PERRY, of the County of Denton, State of Texas, as party of the Second Part. The above parties shall be collectively  
known as the "parties".

#### WITNESSETH:

WHEREAS, Party of the First Part is the owner of that tract or parcel of land as described in Exhibit "A"  
attached hereto and incorporated herein; and

WHEREAS, Party of the Second Part is the owner of an adjoining tract or parcel of land to the east of the  
property of the Party of the First Part as described in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, there presently exists a 10' non-exclusive ingress-egress easement described as "Tract Two" in  
that Warranty Deed to the Party of the Second Part dated December 15, 2004, and recorded in Deed Book 2785, Pages  
536-537, Athens-Clarke County, Georgia, records, which easement is located on the property of the Property of the Party  
of the First Part (hereinafter "10' easement");

WHEREAS, the parties have agreed for their mutual benefit to terminate the above described 10' easement and  
create a 20' non-exclusive ingress-egress private drive easement as shown and depicted on that certain "Survey for Chris  
Peterson & Kay Perry" dated September 14, 2006, attached hereto as Exhibit "C" and incorporated herein (hereinafter  
"20' easement"), for the shared benefit of the parties;

NOW THEREFORE, in consideration of the mutual benefits and the payment of the sum of One Dollar (\$1.00),  
the receipt of which is hereby acknowledged, paid by each to the other, do hereby agree as follows:

1.

The existing drive contained on the 10' easement shall be removed and the cost thereof shall be paid by the Party  
of the First Part (hereinafter "Old Drive").



2.

The Party of the First part shall construct a new joint use driveway 10' in width within the 20' ingress-egress easement (hereinafter "New Drive"). The joint use driveway shall be surfaced with pea gravel and the Party of the First Part shall be responsible for all reasonable costs of construction.

3.

Immediately upon completion of the New Drive, the existing 10' easement shall be immediately terminated as to any present or future use by or on behalf of the Party of the Second Part and the Party of the Second Part shall execute a Quit Claim Deed in favor of the Party of the First Part releasing said easement.

4.

The 20' easement shall hereafter constitute an appurtenance to the properties of the Party of the First Part and the Party of the Second Part, and that each shall have, and is hereby granted, an easement on the other's portion of said property for use in common by the Party of the First Part and the Party of the Second Part, and their respective successors in interest for egress and ingress by vehicular and pedestrian traffic to their respective properties with the limitation that no parking of motor vehicles shall be allowed within said easement.

5.

Upon completion, the Party of the First Part and the Party of the Second Part, and their successors in interest, shall equally share the cost of the maintenance of the New Drive. Neither party shall unilaterally perform any maintenance within the 20' easement without the knowledge and consent of the other party except for the removal of debris and vegetation growing within the aforementioned easement.

6.

Use of said 20' easement is limited to access for single family residences on the parties' respective properties described in Exhibit "A" and "B".

7.

The New Drive shall not be moved without the prior written consent of both parties.

8.

In the event that the party of the First Part makes or causes to make major architectural changes to the exterior facade of the existing structure on his property or builds a new structure on his property, then the party of the First Part agrees to plant Leland Cypress on his property in six (6) feet intervals within twenty (20) feet of the boundary line between the party of the First Part and the Second Part. The party of the First Part hereby agrees to bear the cost of planting said Leland Cypress and shall use a sufficient amount as would block the lateral view of the



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existing structure, if altered, or new structure from the viewpoint of the existing structure on the property of the party of the Second Part. Said Leland Cypress shall be 5 gallon and shall in no way exceed 15 trees.

9.

This agreement constitutes a covenant running with the title of the respective properties of the parties and shall inure to the benefit of and be binding on the heirs, successors and assigns of said parties.

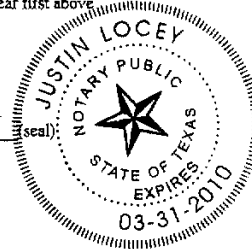
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this day and year first above written.

*[Signature]*  
Witness

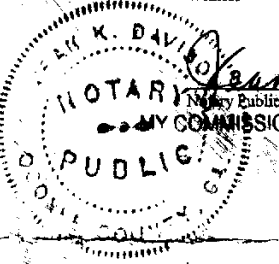
*[Signature]*  
Notary Public

*[Signature]*  
Witness

*[Signature]*  
KAY Y. PERRY



*[Signature]*  
CHRISTOPHER R. PETERSON (seal)



*[Signature]*  
Jean K. Davison  
Notary Public  
COMMISSION EXPIRES SEPTEMBER 4 2011