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STATE OF GEORGIA

COUNTY OF FULTON

GRANT OF CROSS EASEMENTS FOR ACCESS, INGRESS AND EGRESS

This Grant of Cross Easements for Access, Ingress and Egress, and Sewer ("Agreement") is made and entered into this 23 day of Sept, 2005, by and between LOCK INNS, INC, a Georgia Corporation ("Lock Inns") and (1) FRANLU, INC., a Georgia Corporation and (2) Tran & Dang, LLC, a Georgia Limited Liability Company, both of which are owned by Francis and Lucy Tran, which are hereinafter referred to collectively as ("The Tran Companies").

WHEREAS, Lock Inns is the fee simple owner of that certain property located in Forsyth County, Georgia, as more particularly described on Exhibit "A" attached hereto and made a part hereof ("Lock Inns Property");

WHEREAS, The Tran Companies are the fee simple owners of that certain property located in Forsyth County, Georgia, as more particularly described on Exhibit "B" attached hereto and made a part hereof ("Tran Companies Properties");

WHEREAS, Lock Inns desires to develop its property in accordance with the Site Plan attached hereto as Exhibit "C" (C-3, C-5 and C-8), including without limitation the curb cuts, drives and sewer lines shown thereon ("the Site Plan"); and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and Ten and No/100 Dollars (\$10.00) in hand paid at or before the signing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Construction. Lock Inns hereby agrees to construct all of said improvements in a good and workmanlike manner, free from defects in labor and material and free from claims of lien. All of said construction shall be paid for completely by Lock Inns and at no cost to the Tran Companies. In addition, the construction shall be in accordance with all applicable governmental laws, rules and regulations. The construction shall commence as soon as reasonably possible after obtaining all of the necessary permits and approvals and shall be continuously pursued to completion in a commercially reasonable manner.

132-760/Lock Inns Easement.DOC /p 1/

2. Location of Access, Ingress and Egress. Lock Inns does hereby grant, transfer and convey assign and set over to The Tran Companies, and The Tran Companies does hereby grant, transfer and convey to Lock Inns a perpetual, non-exclusive easement on, over and across the 24' shared driveway as shown on Exhibit "C" attached hereto and incorporated herein by reference for purposes of accessing and utilizing the existing roadway located therein for pedestrian and vehicular access, ingress and egress from GA Highway 306 to each party's respective Property. Said easement is and shall be for the non-exclusive use and benefit of The Tran Companies and Lock Inns and their respective tenants, employees, customers, licensees, invitees and other persons doing business with said parties hereto.

3. Shared Driveway Maintenance. The Tran Companies and Lock Inns agree to equally share the cost to maintain said easement. However, in the event either party fails to properly repair or maintain the roadway within the Easement Property then, the other party subject to the terms hereof, shall have a right, to perform such repairs and/or maintenance thereto (but not alterations) as they may deem necessary in their reasonable discretion to maintain the functionality of such roadway and charge one half the cost to the other party. With respect to the foregoing, in no event shall any party hereof undertake any such repair or maintenance unless and except under circumstances where such party has provided the other party thirty (30) days prior written notice of its intent to so undertake such repair or maintenance. In the event of any party hereunder undertakes any repair or maintenance work so permitted hereunder, such repair and maintenance work shall be performed and in good, workmanlike and expeditious manner, and in compliance with all applicable laws, rules and regulations governing same and in a manner so as to minimize any interference with the intended function of the subject roadway. If one party is solely responsible for damage to the common driveway, then it shall promptly repair such damage as its sole cost and expense.

4. Indemnification. Each party hereto will indemnify, protect, defend and hold the other parties hereto harmless from and against any and all injuries, claims, damages, losses, liabilities and penalties (including, without limitation, reasonable attorney fees actually incurred at all trial and appellate levels), whether or not suit is brought, arising directly or indirectly from or out of, or in any way connected with any loss, injury, claims or damage to any person or property to the extent caused by such parties breach of this Agreement or use of the easements granted hereunder by such party or such parties, tenants, employees, customers or other persons doing business with such party, except to the extent such injuries, claims, damages, losses, liabilities and penalties are caused by the gross negligence or willful misconduct of the indemnified party.

5. Public Dedication. This Agreement is not intended to, and shall not be construed to, dedicate any of the properties encumbered by the easements hereunder, to the general public.

6. Attorney Fees. In the event of any dispute among any of the parties hereto with respect to this Agreement, the prevailing party in any litigation arising therefrom shall be

entitled to receive from the losing party, its reasonable attorney fees incurred in connection therewith.

7. Exhibits. All exhibits to this Agreement are hereby made a part of this Agreement and incorporated herein by reference to the same extent and with the same effect as if said exhibits were written directly into the body of this Agreement.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

9. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to any person or circumstance, other than that as to which it shall be invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

10. Captions. The titles, captions and headings of the various sections of this Agreement are for convenience only and shall not be considered in construing the intent of the parties or otherwise in interpreting the meaning of this Agreement.

11. Successors and Assigns. The easements herein granted shall run with the land and be permanent easements. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns and each person acquiring ownership, possession or any other right, title or interest in or to any or all of the Properties either voluntarily or by operation of law.

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

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the date and year first above mentioned.

Signed sealed and delivered
in the presence of:

LOCK INNS, INC. a Georgia Corporation

By: [Signature]
Name: [Signature]
Title: [Signature]

(SEAL)

WITNESS
NOTARY PUBLIC

HNZW/PAD/132-760/Lock Inns Easement.DOC /p.3(9/19/2005)

Signed sealed and delivered
in the presence of:

TRAN & DANG, LLC a Georgia Limited
Liability Company

Mirle Nguyen D. Tran
WITNESS
Shannon Healey
NOTARY PUBLIC

By: Francis D. Tran
Name: Francis D. Tran
Title: VP

(SEAL)



Signed sealed and delivered
in the presence of:

FRANLU, LLC a Georgia Limited
Liability Company

Mirle Nguyen D. Tran
WITNESS
Shannon Healey
NOTARY PUBLIC

By: Francis D. Tran
Name: Francis D. Tran
Title: VP

(SEAL)

