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JOINT DRIVEWAY EASEMENT

**STATE OF GEORGIA
COUNTY OF HARRIS**

Re: Plat recorded in Plat Book _____, Page _____, Harris County, Georgia records (the "Plat").

THIS AGREEMENT made this the _____ day of _____, 2018, by and among _____ (hereinafter collectively the "Parties");

WITNESSETH: THAT

WHEREAS, _____ is the owner of Tract 1 as shown on the Plat;
and

WHEREAS, _____ is the owner of Tract 2 as shown on the Plat;
and

WHEREAS, _____ is the owner of Tract 3 as shown on the Plat;
and

WHEREAS, _____ is the owner of Tract 4 as shown on the Plat;
and

WHEREAS, access to Tract 1 is by virtue of an Asphalt Drive located partially on Tract 1, Tract 2, and Tract 3 as shown on the Plat ("Joint Use Drive One"); and

WHEREAS, access to Tracts 1, 2 and 3, is by virtue of an Asphalt Drive located on Tract 4 as shown on the Plat ("Joint Use Drive Two"); and

WHEREAS, the owner of Tract 2 desires to install a driveway to access Tract 2 across a portion of Tracts 3 and 4; and

WHEREAS, Harris County has installed a turnaround area for buses, sanitation trucks and emergency vehicles on Tract 3 and Tract 4 (“Turnaround Area”).

NOW THEREFORE, said parties in consideration of the benefits to flow to them and the sum of One Dollar (\$1.00) paid by each to the other, do hereby agree as follows:

1. _____ and _____ hereby grant a perpetual easement to _____ for use of Joint Use Drive One for egress from and ingress to Tract 1 for vehicular and pedestrian traffic. The owner of Tract 1 shall be responsible for all maintenance costs and expenses for that portion of Joint Use Drive One that is located on Tract 1, Tract 2 and Tract 3.
2. _____ hereby grants a perpetual easement to _____, _____, and _____ for use of Joint Use Drive Two for egress from and ingress to Tracts 1, 2 and 3, for vehicular and pedestrian traffic. Each of the parties to this agreement agree to share equally in the cost of maintenance of Joint Use Drive Two.
3. _____ and _____ hereby grant a perpetual easement to _____ to construct a driveway to provide egress from and ingress to Tract 2 over across and through those portions of Tracts 3 and 4 described as follows: Begin at a point located at the East side of Line L 11 as shown on the Plat and run thence N 28 degrees 30’ 19” East a distance of 5.0’. Thence run N 48 degrees 13’ 19” West a distance of 486.81’ to a point marking the dividing line between Tracts 2 and 3. Said line is the centerline of the easement. The easement shall be 15’ on either side of said centerline (“Tract 2 Access Area”). The owner of Tract 2 shall be responsible for all construction and maintenance costs and expenses associated with the Tract 2 Access Area.
4. _____ and _____ hereby grant an easement to Harris County for use of the Turnaround Area located on Tract 3 and Tract 4 for bus, sanitation truck and emergency vehicle traffic. _____ and _____ shall have no liability or responsibility for maintenance of the Turnaround Area.

This Agreement constitutes a covenant running with the title to Tracts 1, 2, 3, and 4 and shall inure to the benefit of the successors and assigns of the undersigned in said Tracts 1, 2, 3 and 4.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this the _____ day of _____, 2018.

_____(Seal)

Sworn to and subscribed before me
this the _____ day of _____, 2018,
in the presence of:

Unofficial Witness

Notary Public [seal]

_____(Seal)

Sworn to and subscribed before me
this the _____ day of _____, 2018,
in the presence of:

Unofficial Witness

Notary Public [seal]

_____(Seal)

Sworn to and subscribed before me
this the _____ day of _____, 2018,
in the presence of:

Unofficial Witness

Notary Public [seal]

_____ (Seal)

Sworn to and subscribed before me
this the _____ day of _____, 2018,
in the presence of:

Unofficial Witness

Notary Public [seal]