

WHEN RECORDED RETURN TO:

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**LAKE USE AND ACCESS
EASEMENT**

**STATE OF GEORGIA
COUNTY OF TROUP**

THIS NON-EXCLUSIVE LAKE USE AND ACCESS EASEMENT, hereinafter referred to as "Easement," is made and entered into this _____ day of _____, 2018, by and between _____, (hereinafter collectively referred to as the "Parties").

WITNESSETH

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, the Parties desire to grant to each other a perpetual, nonexclusive lake use and access easement over that portion of each Parties property that comprises the Lake shown on the Plat (the "Lake") for the purpose of use and enjoyment of the lake for all purposes, including without limitation fishing, hunting, recreation, use of water, riparian rights and boating subject to covenants, right-of ways, and restrictions regarding use and access.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions below, the Parties do hereby grant, bargain and convey to each other a perpetual nonexclusive easement on, over and across that portion of each Parties property that comprises the Lake shown on the Plat for the purpose of use and enjoyment of the lake for all purposes, including without limitation fishing, hunting, recreation, use of water, riparian rights and boating subject to covenants, right-of ways, and restrictions regarding use and access as set forth below.

1. It is the intent of the Parties to assign a nonexclusive right to use and enjoyment of the entire lake to one another.

2. Each Party shall be responsible for mowing, keeping neat and clean, and otherwise maintaining said Party's shoreline. The Parties will be equally responsible for the overall

maintenance of the Lake; such maintenance may include removal of weeds or algae and repairs to the dam and/or piping.

3. Each Party is allowed only one dock or boat house which shall not extend more than 12 feet into the Lake; otherwise the Parties are not allowed to modify their respective shoreline or place any structures or objects in the waters of the Lake without written approval from the other Parties.

4. Only the Parties and accompanied guests, or those that live with the Parties, shall have the right to use and enjoyment of the Lake. No refuse or waste of any type may be dumped or placed in the Lake. No animals may be pastured, watered or otherwise penned within 100 feet of the Lake. Any use which disturbs the other Party's peaceful enjoyment of the Lake is prohibited.

5. The only water craft allowed on the Lake are boats of 12 feet or less in length. Such boats can only be equipped to be propelled either manually by paddle, by sail or by electric trolling motor. The entire Lake is a "no wake zone".

6. The easement hereby granted and conveyed shall be perpetual in duration and, except as set forth herein, may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the property shown on the Plat.

8. All rights, benefits and burdens created by this Easement shall run with the title to the property shown on the Plat and shall be exclusively for the benefit of the property shown on the Plat. All provisions of this Easement, including the rights, benefits and burdens hereby bestowed and imposed, shall inure and bind the Parties, and their respective successors and assigns, and shall inure to the benefit of the successors in title of the Parties herein.

IN WITNESS WHEREOF, the Parties have caused this Easement to be signed and sealed effective as of the date hereof.

_____(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]

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