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GEORGIA, HALL COUNTY, CLERK
SUPERIOR COURT FILED IN OFFICE
AND RECORDED IN BOOK 4706
PAGE(S) 279-289 THIS 25
DAY OF Aug, 2003 AT 11:00 a.m
DWIGHT S. WOOD, CLERK BY mm
8547

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DECLARATION OF JOINT AND RECIPROCAL DRIVEWAY EASEMENTS

THIS AGREEMENT made and entered into this 13th day of August, 2003, by and between REYNOLDS-HEMMER PROPERTIES, L.P., a Georgia limited partnership and NABIL MUHANNA (herein collectively called "Reynolds"), KARATE WORLD OF OAKWOOD, INC., a Georgia corporation (herein "Karate") and EMBER CORPORATION, a Georgia corporation (herein "Ember")

WITNESSETH: THAT;

WHEREAS, Reynolds is the owner of a tract of land located in Land Lot 22, 8th Land District, Hall County, Georgia described in Exhibit "A" which is attached hereto and by this reference incorporated herein (herein "Tract One");

WHEREAS, Karate is the owner of a tract of land located in Land Lot 22, 8th District, Hall County, Georgia described in Exhibit "B", attached hereto and by this reference incorporated herein (herein "Tract Two");

WHEREAS, Ember is the owner of a tract of land located in Land Lot 22, 8th District, Hall County, Georgia described in Exhibit "C", attached hereto and by this reference incorporated herein (herein "Tract Three");

WHEREAS, Reynolds is the owner of a tract of land located in Land Lot 22, 8th Land District, Hall County, Georgia described in Exhibit "D" attached hereto and by this reference incorporated herein (herein "Tract Four");

WHEREAS, Tract One, Tract Two, Tract Three and Tract Four (hereinafter collectively the "Tracts") are contiguous to each other and the Parties wish to provide access to each other and to dedicate, create, and establish joint and reciprocal easements over and across Tract One, Tract Two and Tract Three for the benefit of Tract One, Tract Two, Tract Three and Tract Four. The parties desire that said Joint and Reciprocal Easements be granted in perpetuity for the use, benefit and enjoyment of each subsequent owner and successor in title to said Tract One, Tract Two, Tract Three and Tract Four respectively.

NOW, THEREFORE, for and in consideration of the premises and the benefit to be derived by Reynolds, Karate, and Ember and each and every subsequent owner and successor in title to Tract One, Tract Two, Tract Three and Tract Four as shown on Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" respectively, Reynolds, Karate, and Ember hereby create, establish, promulgate, set up, and declare the joint and reciprocal easements set forth herein, for the use, benefit and enjoyment of the parties hereto and subsequent owners and the subsequent successors in title to Tract One, Tract Two, Tract Three, and Tract Four. Said easements shall be hereby created and established in keeping with the remaining provisions hereof.

1. Reynolds, Karate, and Ember hereby create non-exclusive, joint and reciprocal easements in perpetuity for vehicular and pedestrian traffic in, upon, over and across the property described on Exhibit "E" for ingress and egress to and from the Tracts (hereinafter "Easement" or "Easement Area"). The Easement Area shall

be used for said purposes by the present owners of the Tracts and by the subsequent owners and successors in title. In connection with granting these easements, it is agreed that the Tracts will utilize the easements for ingress and egress to and from the Tracts to McEver Road a/k/a Highway #53 and each easement is critical to the future use and enjoyment of all Tracts. Any subsequent use of the Tracts shall not be allowed to change, alter or diminish the right of the owners of the other Tracts to the use and enjoyment of said joint and reciprocal driveway easements.

2. The driveways located or to be located on each Tract within the Easement Area shall be cleaned, maintained, repaired and replaced by the owner of each said respective Tract. In order to protect the value of the respective properties and to insure the proper use and enjoyment of the respective properties, the owner of each Tract shall have the right to request the other owners to make repairs on that owner's driveway to insure that said driveways are maintained in a good, proper and functional condition and appearance. Should the owners fail to agree on the need for repairs, the owners shall agree on a mutually acceptable third party to decide whether the requested repairs are needed. If the third party decides that repairs are necessary, the owner on whose Tract the repairs are to be performed shall have sixty (60) days from the date of the third party's decision to complete the repairs. If the repairs are not completed within sixty (60) days, the requesting owner shall have the right but not the obligation to have the repairs performed. The repairs will be paid for by the owner on whose Tract the repairs are made regardless of who requests the repairs. Any damage caused by the negligence of any party hereto or any third person who uses or has used the driveway pursuant to authority from any party hereto shall be borne and paid solely by the party whose negligence causes such damage or the party under whose authority the damage occurred.

3. The parties agree that the locations of driveways located or to be located in the Easement Area may be changed and altered by the respective owners of each Tract and that the respective owners shall have the right to make improvements or to relocate improvements located on their respective Tract. However, the changes, or the relocation of said driveways and improvements, shall not adversely affect the right of the owner of the other Tracts to use and enjoy the driveway easements, and each owner shall have the uninterrupted use and enjoyment thereof. Prior to making such changes each owner will obtain the other owners' approval of the changes which approval will not be unreasonably withheld. No owner of any Tract shall make improvements within the Easement upon another owner's Tract without the prior written approval of the owner of the Tract upon which the improvements are being made. Notwithstanding anything contained herein to the contrary, the owners of Tract One and Tract Two may not use the easement across Tract Three until such time as a driveway across Tract One and Tract Two has been constructed with a curb cut on Tract One being located at the median break as shown on Exhibit "E".

4. This Declaration of Joint and Reciprocal Easements and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of Reynolds, Karate, and Ember and their respective legal representatives, successors, heirs, grantees, assigns and successors in title to Tract One, Tract Two, Tract Three and Tract Four (hereinafter "Benefited Owners"). All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with the real property which is both herein burdened and benefited. Any conveyance of any Tract shall also convey the rights, privileges, duties and obligations contained in this Declaration of Joint and Reciprocal Easements, regardless of whether or not specific mention is made of this Declaration and regardless of whether or not a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

5. Any notice, demand, or request, which is required or permitted hereunder, shall be deemed effective for all purposes hereunder when hand delivered in person (including delivery by reputable courier and air freight companies) or posted with the United States Postal Service, certified mail, postage prepaid.

6. This Declaration shall not create an association, partnership, joint venture or a principal and agency relationship between any of the Benefited Owners.

7. No Benefited Owner shall be under any obligation to take any action to enforce the terms of this Declaration or to exercise any of the rights, privileges or easements of the Benefited Owners hereunder.

8. No provision of this Declaration shall be construed to create any rights or benefits in any person or entity other than the Benefited Owners, provided, however, that each Benefited Owner shall have the right to grant rights to use the Access Easement established hereunder to tenants and occupants of the Tracts and their respective employees and invitees.

9. Except as otherwise expressly set forth in this Declaration, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

10. This Declaration shall be construed and interpreted under the laws of the State of Georgia. The captions of each Section and paragraph of this Declaration and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and shall not be construed to limit or change the meaning of the language of this Declaration taken by paragraph or as a whole. If any term, covenant, or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

11. No party hereto shall take any action which will create any rights in the public with respect to the Easement Area or allow the dedication of any Easement Area for public purposes by the City of Gainesville or any other governmental authority having jurisdiction over the Easement Area.

12. Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Declaration shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Declaration.

13. Neither this Declaration nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, modification, or termination is sought.

14. There shall be no merger of the easements created and reserved hereby with the fee estate of the Easement Area, by reason of the fact that any single owner may hereafter own or hold all or a portion of (a) the Easement Area and (b) the fee estate of the Tracts; and no such merger shall occur until the current owner of both the Easement Area and the Tracts executes a written statement or instrument affecting such merger and shall duly record the same.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission expires: _____



Reynolds-Hemmer Properties, L.P., a
Georgia Limited Partnership

By: Jane Reynolds Hemmer (SEAL)
Jane Reynolds Hemmer, General Partner

By: John Lee Hemmer, Jr. (SEAL)
John Lee Hemmer, Jr., General Partner

Nabil Muhanna (SEAL)

Signed, sealed and delivered
in the presence of:

Christine [Signature]
Witness

Thomas Lefevre
Notary Public
My Commission expires: _____



Karate World of Oakwood, Inc., a
Georgia Corporation

By: Scott D. Sandford (SEAL)
Scott Sandford

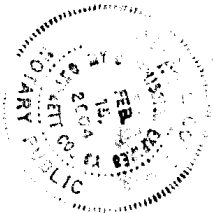
By: Paul Zecchino (SEC)
Paul Zecchino



Signed, sealed and delivered
in the presence of:

[Signature]
Witness

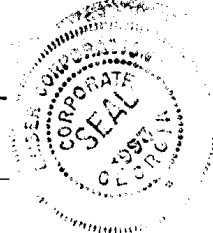
Debra J. Coon
Notary Public
My Commission expires: 2-15-04



Ember Corporation, a Georgia Corporation

By: Tim [Signature]
Pres.

Attest: [Signature]
SEC.



CONSENT OF LIENHOLDER

FOR VALUE RECEIVED, the undersigned, as holder of an outstanding security interest in a portion of the easement tract described in the attached agreement, by virtue of a Security Deed recorded in Deed Book 4207, Pages 244-272 of the Hall County, Georgia Deed Records does hereby consent to the granting of the aforesaid easement and the undersigned subordinates its security interest in the easement tract to the easement rights of the other parties to the agreement, their successors and assigns. This consent shall in no way affect the undersigned's security interest in the remainder of the property described in its Security Deed recorded in Deed Book 4207, Pages 244-272 of the Hall County, Georgia Deed Records.

The undersigned has caused this consent to be executed by its proper officers and its seal affixed as of the 13th day of August, 2003.

Colonial Bank

By: *Susan S. Hite*
Susan S. Hite, Vice President

Attest: *Jennifer F. Moss*
Vice President

(BANK SEAL)

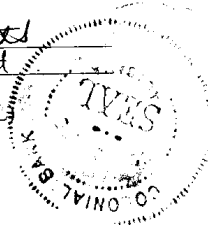


Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 22, 8th Land District of City of Gainesville, Hall County, Georgia being on the west side of Mc Ever Road a/k/a/ State Route 53 and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a point located on the westerly right of way of McEver Road a/k/a/ State Route 53, which point is located South 29 degrees 22 minutes 34 seconds West 757.14 feet from the centerline intersection of McEver Road and Gould Drive; running thence along said right of way a curve to the left having an arc distance of 151.69 feet, a radius of 1401.14 feet being subtended by a chord bearing South 09 degrees 59 minutes 38 seconds West a distance of 151.62 feet to a 1/2" iron pin set and the TRUE POINT OF BEGINNING; from said true point of beginning run thence along said right of way a curve to the left having an arc distance of 206.82 feet, a radius of 1401.14 feet, being subtended by a chord bearing South 02 degrees 50 minutes 24 seconds West a distance of 206.64 feet to a point; thence continuing along said right of way a curve to the left having an arc distance of 51.48 feet, a radius of 2471.45 feet, being subtended by a chord bearing South 08 degrees 20 minutes 41 seconds East a distance of 51.48 feet to a point; leaving said right of way running thence South 85 degrees 46 minutes 41 seconds West 303.96 feet to point; running thence North 16 degrees 44 minutes 08 seconds East 262.24 feet to a point; running thence North 08 degrees 29 minutes 19 seconds West 130.97 feet to a point; running thence North 09 degrees 27 minutes 41 seconds West 59.64 feet to a point; running thence South 83 degrees 06 minutes 28 seconds East 252.19 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lot 22 of the 8th Land District of Hall County, Georgia, containing 1 acre as shown on a Plat for Karate World of Oakwood, Inc dated December 5, 2002 prepared by Farley-Collins Associates, Georgia Registered Land Surveyors, recorded in Plat Slide _____, page _____ of the Hall County, Georgia Plat records said plat being incorporated herein by reference, the property being more particularly described as follows:

BEGIN at a point located on the Westerly right of way of McEver Road a/k/a/ State Route 53 which point is located South 29 degrees 22 minutes 34 seconds West 757.14 feet from the centerline intersection of McEver Road and Gould Drive; running thence from said point of beginning along said right of way a curve to the left having an arc distance of 151.69 feet, a radius of 1401.14 feet being subtended by a chord bearing South 09 degrees 59 minutes 38 seconds West a distance of 151.62 feet to a point; thence leaving said right-of-way running thence North 83 degrees 06 minutes 28 seconds West 252.66 feet to a point lying against the property line of Lot 10 of the Montgomery Heights Subdivision; running thence along Lot 10 North 14 degrees 12 minutes 59 seconds West 84.49 feet to a point at the intersection of Lot 10 and Lot 9 of the Montgomery Heights Subdivision at an iron pin found; running thence along Lot 9 of the Montgomery Heights Subdivision North 19 degrees 05 minutes 42 seconds West 82.12 feet to an iron pin found; running thence South 82 degrees 53 minutes 21 seconds East 327.28 feet to the **POINT OF BEGINNING**

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EXHIBIT "C"

All that tract or parcel of land lying and being in Land Lot 22 of the 8th Land District of Hall County, Georgia containing 3.26 acres, more or less, according to a survey prepared for Ember Corporation by Appalachian Surveying Company, Inc. by William F. Rolader (Georgia Registered Land Surveyor No. 2042), dated June 4, 2001, and being more particularly described according to said survey as follows:

To find the TRUE PLACE OR POINT OF BEGINNING, commence at a concrete right-of-way monument on the westerly right-of-way line of Holiday McEver School Road and the northeast corner of property now or formerly owned by Hemmer/Reynolds Properties (Deed Book 3787, Page 93); run thence along the aforesaid westerly right-of-way line of Holiday McEver School Road South 27 degrees 02 minutes 46 seconds West a distance of 123.52 feet to an iron pin found; continuing along the aforesaid right-of-way line, run thence along the arc of a curve an arc distance of 76:48 feet to a point marked by an iron pin found, said arc having a radius of 1401.14 feet and being subtended by a chord bearing and distance of South 25 degrees 29 minutes 01 seconds West 76.47 feet, said point marking the TRUE PLACE OR POINT OF BEGINNING

From the TRUE PLACE OR POINT OF BEGINNING as thus established, continue thence along the aforesaid right-of-way line along the arc of a curve an arc distance of 260.37 feet to a point, said arc having a radius of 1401.14 feet and being subtended by a chord bearing and distance of South 18 degrees 35 minutes 46 seconds West 260.00 feet; leaving the aforesaid right-of-way line, run thence North 82 degrees 53 minutes 21 seconds West a distance of 327.28 feet to a point; run thence North 19 degrees 00 minutes 44 seconds West a distance of 21.35 feet to a point; run thence North 13 degrees 55 minutes 24 seconds West a distance of 417.16 feet to a point; run thence North 032 degrees 29 minutes 15 seconds West a distance of 13.49 feet to a point; run thence South 65 degrees 43 minutes 28 seconds East a distance of 565.86 feet to a point located on the westerly right-of-way line of Holiday McEver School Road, said point being the TRUE PLACE OR POINT OF BEGINNING.

EXHIBIT "D"

All that tract or parcel of land lying and being in Land Lot 22, 8th Land District Hall County, Georgia containing 6 acres, more or less, according to a survey prepared for John Hemmer et al. by Henry Grady Jarrard, Georgia Registered Land Surveyor dated October 20-21, 2000, and being more particularly described according to said survey as follows:

To find the true point of beginning, commence at a concrete right of way monument on the Westerly right of way line of McEver Road and the Northeast corner of the property now or formerly owned by Hemmer/ Reynolds Properties (Deed Book 3787, page 93); run thence along the aforesaid Westerly right of way line of McEver Road South 28 degrees 50 minutes 08 seconds West 124.52 feet to a point; continuing thence along said right of way a curve having an arc distance of 176.12 feet to an iron pin set; thence leaving said right of way running North 78 degrees 58 minutes 19 seconds West 422.53 feet to an iron pin found; running thence North 12 degrees 22 minutes 42 seconds West 250.44 feet to an iron pin found; running thence North 1 degree 56 minutes 33 seconds West 100.00 feet to an iron pin found; running thence South 89 degrees 10 minutes 39 seconds West 257.97 feet to an iron pin found located on the Easterly right of way of Montgomery Drive; running thence along said right of way North 1 degree 51 minutes 49 seconds West 128.77 feet to a point; running thence North 3 degrees 17 minutes 29 seconds West 61.10 feet to an iron pin found; thence leaving said right of way running North 83 degrees 23 minutes 57 seconds East 260.04 feet to an iron found; running thence South 1 degree 58 minutes 29 seconds East 60.87 feet to an iron pin found; running thence South 62 degrees 58 minutes 44 seconds East 686.64 feet to a concrete monument found located on the Western right of way of McEver Road being the POINT OF BEGINNING.

Less and except all that portion of the above described tract contained within the following described tract:

All that tract or parcel of land lying and being in Land Lot 22 of the 8th Land District of Hall County, Georgia containing 3.26 acres, more or less, according to a survey prepared for Ember Corporation by Appalachian Surveying Company, Inc. by William F. Rolader (Georgia Registered Land Surveyor No. 2042), dated June 4, 2001, and being more particularly described according to said survey as follows:

To find the TRUE PLACE OR POINT OF BEGINNING, commence at a concrete right-of-way monument on the westerly right-of-way line of Holiday McEver School Road and the northeast corner of property now or formerly owned by Hemmer/Reynolds Properties (Deed Book 3787, Page 93); run thence along the aforesaid westerly right-of-way line of Holiday McEver School Road South 27 degrees 02 minutes 46 seconds West a distance of 123.52 feet to an iron pin found; continuing along the aforesaid right-of-way line, run thence along the arc of a curve an arc distance of 76.48 feet to a point marked by an iron pin found, said arc having a radius of 1401.14 feet and being subtended by a chord bearing and distance of South 25 degrees 29 minutes 01 seconds West 76.47 feet, said point marking the TRUE PLACE OR POINT OF BEGINNING
From the TRUE PLACE OR POINT OF BEGINNING as thus established, continue thence along the aforesaid right-of-way line along the arc of a curve an arc distance of 260.37 feet to a point, said arc having a radius of 1401.14 feet and being subtended by a chord bearing and distance of South 18 degrees 35 minutes 46 seconds West 260.00 feet; leaving the aforesaid right-of-way line, run thence

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North 82 degrees 53 minutes 21 seconds West a distance of 327.28 feet to a point; run thence
North 19 degrees 00 minutes 44 seconds West a distance of 21.35 feet to a point; run thence
North 13 degrees 55 minutes 24 seconds West a distance of 417.16 feet to a point; run thence
North 032 degrees 29 minutes 15 seconds West a distance of 13.49 feet to a point; run thence South
65 degrees 43 minutes 28 seconds East a distance of 565.86 feet to a point located on the westerly
right-of-way line of Holiday McEver School Road, said point being the TRUE PLACE OR POINT
OF BEGINNING

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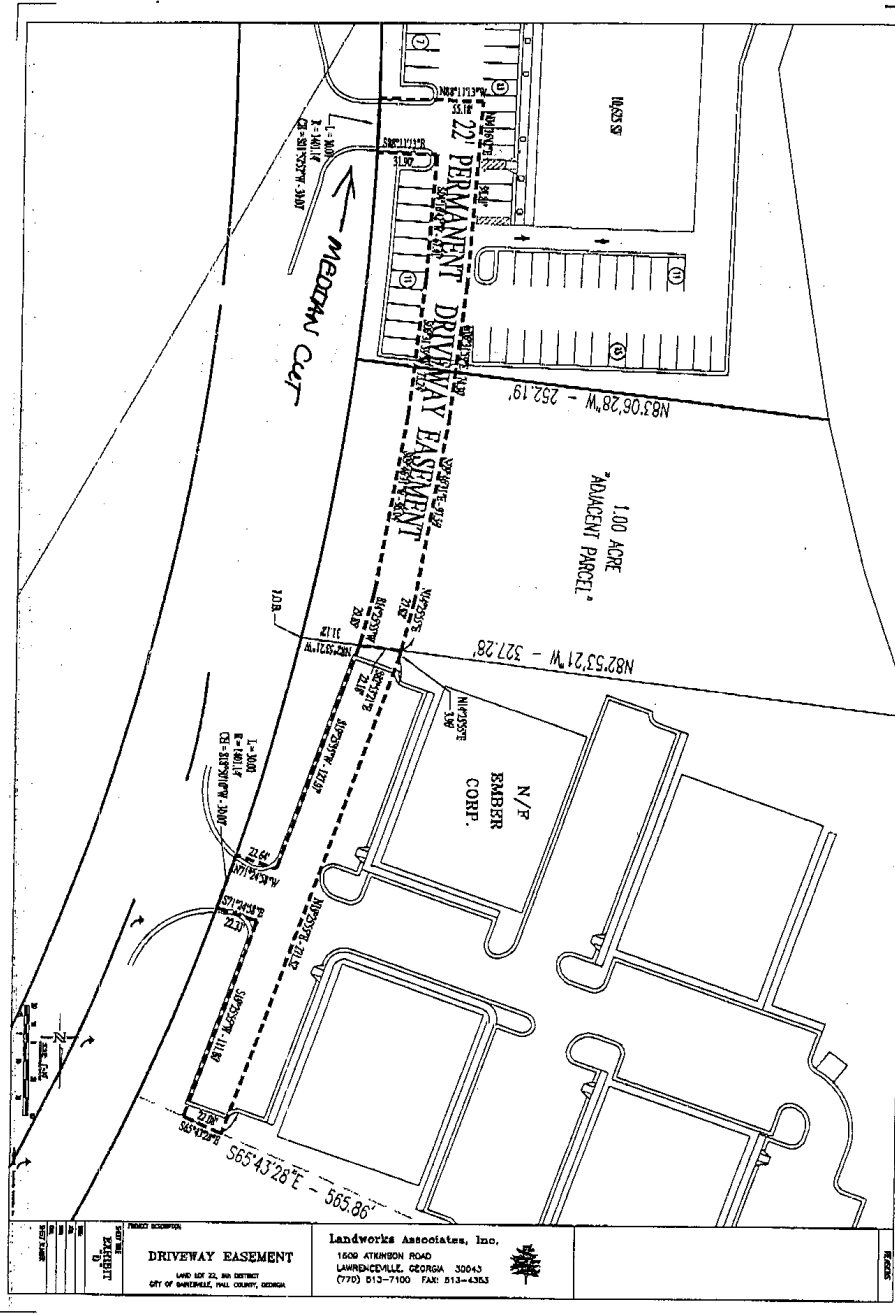


EXHIBIT "E"