

Deed Doc: EASE  
Recorded 10/27/2022 03:23PM

Beverly Logan, Clerk Superior  
Court  
Athens-Clarke County, Ga.  
Bk 05432 Pg 0190-0192  
Penalty: \$0.00  
Interest: \$0.00  
Participants: 0596601585

After recording, return to:  
Stell, Smith & Mattison, P.C.  
P.O. Box 644  
Winder, GA 30680  
File No. R22-297  
Stop & Enjoy, LLC

ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of October, 2022, by and between Doggie Daze Spa & Sales, LLC, parties of the first part (hereinafter referred to as "First Parties"); and Kieu Oanh Ngo and Anh Nhu Kieu Nguyen, parties of the second part (hereinafter collectively referred to as "Second Parties").

WITNESSETH

WHEREAS, First Parties are the owners of property located at 235 Cleveland Road, Bogart, GA 30622 (hereinafter referred to as the "First Property"), the First Property being more particularly shown on Survey prepared by Land Engineering & Surveying, Inc., dated 8/26/2022 entitled "ALTA Boundary Survey for Stop & Enjoy, LLC" (hereinafter referred to as the "Survey"), a copy of the Survey being attached hereto as Exhibit "A" and made a part of this Agreement;

WHEREAS, Second Parties are the owners of property located at 245 Cleveland Road, Bogart, GA 30622 (hereinafter referred to as the "Second Property"), the Second Property being located immediately northeast of and adjoining the First Property; and

WHEREAS, the Survey discloses that certain improvements owned by Second Parties are located partially on the First Property, namely a wooden fence.

NOW, THEREFORE, in consideration of the premises, and of Ten and No/100 Dollar (\$10.00) in hand paid by the Second Parties to First Parties, First Parties and Second Parties hereby covenant and agree as follows.

1. The Second Parties hereby disclaim any title or interest in any portion of the First Property by reason of said fence encroachment.

2. The First Parties hereby grant unto Second Parties an easement over the five feet adjoining the wood fence within the Second Property for the purpose of maintaining the fence improvements of Second Parties which are located thereon.

3. Second Parties hereby agree that should said encroachment be removed by Second Parties at any time, all rights granted under this Agreement shall immediately become null and void and the second parties shall no longer encroach onto the First property.

4. Covenants Run with the Land. This Agreement and the rights, obligations, easements and covenants created hereby shall run with the First property and the Second Property and shall inure to the benefit of and be binding on the heirs, executors, successors, representatives lessees, invitees, licensees, transferees and assigns of the parties hereto. The parties to this Agreement and any person or entity acquiring fee title to the respective parcels described herein (or any interest therein) shall be bound by this Agreement only during their period of ownership, except as to obligations, liabilities or responsibilities that accrued during said period of ownership.

5. Amendment or Termination. Except as provided for herein, this Agreement may only be amended, modified or terminated by the mutual consent of and written agreement between the parties, their successors, assigns or legal representative.

6. Construction and Governing Law. This Agreement shall be governed and construed in accordance with Georgia law. Nothing contained in this Agreement shall be deemed to be a gift, conveyance or dedication of any portion of the respective parcels to the other party.

7. Severability. If any term or provision contained in this Agreement shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Prevailing Party. Either party may enforce this Agreement by appropriate action and the prevailing party in any such action shall be entitled to recover all costs, including reasonable attorney's fees, incurred in connection with such action.

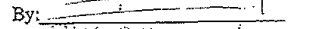
IN WITNESS WHEREOF, First Parties and Second Parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered as to  
First Parties in the presence of:

[Execution by First Parties]

Doggie Daze Spa & Sales, LLC

  
Unofficial Witness

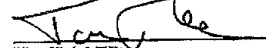
By:   
Elias R Hernandez,  
Member/Manager

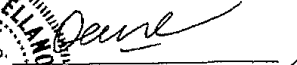
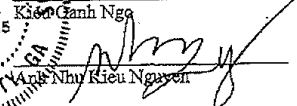
Notary Public  
Notary Seal



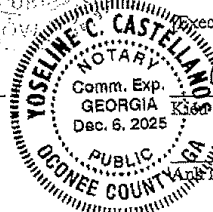
Signed, sealed and delivered as to  
Second Parties in the presence of:

[Execution by Second Parties]

  
Unofficial Witness

  
Kieu Ganh Ngo  
  
Anh Nhy Rieu Nguyen

Notary Public  
Notary Seal



Re: Stop & Enjoy, LLC  
File #: R22-297

**EXHIBIT "A"**

**Legal Description**

All that tract or parcel of land lying and being in the 241st District G.M., State of Georgia, County of Athens-Clarke, encompassing 0.883 acres and being more particularly described and delineated according to a plat and survey prepared by Land Engineering & Surveying, Inc., certified by Cornelius O. Ani, Georgia Registered Surveyor No. 3253, dated August 6, 2022, entitled "Retracement Survey for Stop & Enjoy, LLC," said plat being of record in the Office of the Clerk of Superior Court for Barrow County, Georgia in Plat Book J, page 430; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

Said property is further identified as Tax Parcel No. 073 014, and as 235 Cleveland Road, Bogart, GA 30622, according to the present system of numbering properties in Athens-Clarke County, Georgia.