

**Tax Parcel No. 18 107 04 034 and  
18 107 04 060**

**Upon recording return to:**

GDCR Attorneys at Law  
2951 Flowers Rd. S, Suite 220  
Atlanta, Georgia 30341  
Attention: Clay W. Reese

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**ACCESS EASEMENT AGREEMENT**

**THIS ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("County") and ZONOLITE REAL ESTATE I, LLC, a Georgia limited liability company ("ZRE").

**WITNESSETH:**

**WHEREAS**, ZRE is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein, said property having a street address of 1164 Zonolite Place, Atlanta, GA, Dekalb County Tax Parcel No. 18 107 04 034 and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "ZRE Property"); and

**WHEREAS**, County is the owner of that certain tract of land described in Exhibit "B" attached hereto and incorporated herein, said property being contiguous to and to the east of the ZRE Property, having Dekalb County Tax Parcel No. 18 107 04 060 and being hereinafter referred to as the "County Property" and each of the County Property and the ZRE Property shall each be referred to as a "Parcel"); and

**WHEREAS**, the ZRE Property currently has no direct access to the public right of way of the public street known as Zonolite Place; and

**WHEREAS**, the County Property is adjacent and contiguous to the public street known as Zonolite Place and access across the County Property will provide access to Zonolite Place: and

**WHEREAS**, ZRE wishes, for its own right, and as an appurtenance to the ZRE Property, to obtain permanent access rights across the County Property in order to provide access to the public street known as Zonolite Place for full vehicular and pedestrian ingress and egress; and

**WHEREAS**, County is willing to grant a permanent access easement, for the benefit of the ZRE Property, in accordance with the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by County for the benefit of ZRE and the ZRE Property. County hereby grants, bargains, and conveys to ZRE the following easements for the benefit of the ZRE Property and the successors in title to the ZRE Property:

1.1 Permanent Access Easement. A perpetual, non-exclusive access easement (the "Access Easement") over, upon, across, and through the County Property (the "Access Easement Area"), for the purpose of, vehicular and pedestrian access to, from and between the ZRE Property and the public road known as Zonolite Place. Neither ZRE nor any other beneficiary of the Access Easement has or is granted any right to park any vehicle or store any property within the Access Easement Area.

County may, at its option and with no obligation to do so, dedicate the County Property as a public roadway (as part of Zonolite Place) and, if County so directs, ZRE will promptly provide all reasonably required documents to terminate this Easement provided that the ZRE Property then has direct access to such public roadway.

2. Costs and Expenses for Construction and Maintenance of Easement Areas.

2.1 Responsibility for Costs and Expenses of Maintenance. ZRE shall undertake and be responsible, at ZRE's sole cost and expense, to repair any damage to the driveway, roadway and any other improvements

located within the Access Easement Area caused by ZRE's or other beneficiary's of this Easement gross negligence, misuse or willful misconduct. ZRE agrees and understands that the Access Easement Area is accepted in its current as-is condition and that County is under no obligation to repair any portion of the Access Easement Area based on the current condition. Other routine maintenance shall be performed by County at County's expense or, alternatively, County shall endeavor to require any other responsible party to so perform. If the Access Easement Area is later dedicated to and accepted by County as a public road, then County shall thereafter assume all such maintenance responsibilities.

- 2.2 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances. Any damage occasioned by work performed by ZRE or the then owner of the ZRE Property pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of such party. ZRE or such other responsible party shall promptly pay for all work done on its behalf or at its direction and cause to be discharged any lien affecting the County Property arising from or relating to such work.
- 2.3 Restoration of Easement Areas. Upon the completion of any work, the County Property shall be restored to the condition which existed prior to such work, except to the extent of any approved permanent changes as a result of such work.
- 2.4 Non-Exclusive Use. ZRE acknowledges and agrees that the use of the County Property is no-exclusive and that other adjacent owners, including, without limitation, the County may use the County Property for access to and from such other properties to and from Zonolite Place.

3. Indemnity. Each of the parties (as to County, only to the extent permitted by law) hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

- 4. Time of the Essence. Time is of the essence of this Agreement.

5. Ownership.

5.1 Warranty of Title. County covenants and warrants that it is the owner in fee simple of the County Property and that it has a good and lawful right to convey the Access Easement unto ZRE. ZRE covenants and warrants that it is the owner in fee simple of the ZRE Property and that it has a good and lawful right to enter into this Agreement.

5.2 Subordination of Liens. The parties agree that all mortgages, deeds to secure debt and other encumbrances placed upon the Parcels shall be subordinate and inferior to the easements created by this Agreement, and upon request from any Owner, the other Owner shall secure a subordination agreement from the holder thereof confirming the foregoing.

6. Amendment; Governing Law. ZRE and County hereby agree that only upon the written consent of all parties hereto and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

8. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

9. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of County and ZRE and their respective successors and successors in title to the County Property and the ZRE Property, respectively. Notwithstanding the foregoing, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Upon conveyance of a Parcel

or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner (including any successor by virtue of a foreclosure action) shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the County Property and the ZRE Property, and shall run with title to, and be appurtenant to, such Parcels.

10. Limitation of Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of County contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in his/her individual capacity, past, present, or future, of County, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that, as to County, this Agreement is solely a corporate obligation of County payable only from the funds and assets of County herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of County, and that all personal liability of that character against every such member of a governing body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or upon being deposited with a professional overnight courier service or in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the owner of a Parcel at the address set forth under the signature of such party to this Agreement, however, any party may change its address for notices by giving notice to the other party in the manner provided in this Section.

12. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each owner of a Parcel, the holders or owners of any mortgage, indenture, deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(NOTARY SEAL)

**COUNTY:**

**DEKALB COUNTY, GEORGIA**, a political  
subdivision of the State of Georgia

By: \_\_\_\_\_

Name: Lorraine Cochran-Johnson  
Title: Chief Executive Officer

Address: 1300 Commerce Drive  
Sixth Floor  
Attn: Executive Assistant  
Decatur, GA 30030

[Signatures Continued on Following Page]

[Signatures Continued from Preceding Page]

Signed, sealed and delivered in **Zonolite Real Estate, LLC,**  
the presence of: a Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

\_\_\_\_\_  
(NOTARY SEAL)

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 107 of the 18<sup>th</sup> District of DeKalb County, Georgia, being the northwesterly part of Tract #4, as shown on plat showing Plan of Zonolite Tract #4 and Tract #5, made by Joe N. Arnold, III, Engineer and Surveyor, dated December 31, 1951, recorded in Plat Book 43, page 68, in the Office of the Clerk of Superior Court of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the northeast side of right of way of Seaboard Air Line Railway Spur Tract, which serves Southern Zonolite Manufacturing Plant, said pin being at the most Southern corner of Tract #5, and being 100.5 feet northwesterly along said Spur Tract right of way line from the end of said Spur Tract, and running thence northeasterly along the southeasterly line of said Tract #5 and forming an interior angle of 88 degrees 03 minutes with the northeasterly line of said Spur Tract right of way, a distance of 131.3 feet to an iron pin; thence southeasterly along a line forming an interior angle of 90 degrees with the line last run, a distance of 132 feet 10 inches; thence southwesterly 123 feet, more or less, to the northeasterly line of a graded road shown on the above mentioned Plat, and now known as Zonolite Place; thence northwesterly along the northeasterly side of said Zonolite Place, 34 feet 10 inches; thence northwesterly along the northeasterly line of the above mentioned Railroad Spur Tract right of way and forming an interior angle of 174 degrees 32 minutes with the line last run, 100.5 feet to the point of beginning, being improved property known as No. 1164 Zonolite Place, according to the present system of numbering houses in DeKalb County, Georgia.



**LEGAL DESCRIPTION TRACT 2**

All that tract or parcel of land lying and being in land Lot 107, 18<sup>th</sup> District, DeKalb County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the Southern right-of-way line of Zonolite Road (variable right-of way) and the Northern right-of-way of Zonolite Place (30' right-of-way); Thence along said right-of-way of Zonolite Place, North 88 degrees 01 minute 39 seconds West a distance of 223.31 feet to a PK nail set, said PK nail being the TRUE POINT OF BEGINNING; Thence North 87 degrees 02 minutes 39 seconds West a distance of 169.62 feet to a PK nail set; Thence South 15 degrees 44 minutes 34 seconds West a distance of 25.00 feet to a 5/8-inch rebar set; Thence North 88 degrees 07 minutes 39 seconds West a distance of 34.76 feet to a 5/8-inch rebar set; Thence North 23 degrees 25 minutes 50 seconds East a distance of 15.00 feet to a 5/8-inch rebar set; Thence North 11 degrees 33 minutes 04 seconds East a distance of 38.38 feet to a PK nail found; Thence South 83 degrees 06 minutes 02 seconds East a distance of 35.31 feet to a PK nail set; thence South 80 degrees 12 minutes 29 seconds East a distance of 166.00 feet to a 5/8-inch rebar set; thence South 16 degrees 15 minutes 36 seconds West a distance of 4.91 feet to a PK nail set, said PK nail set being the TRUE POINT OF BEGINNING.

Said Tract of land contains 0.096 Acres.

EXHIBIT B