

State of Georgia - Gilmer County  
 Filed for Record 9-19-02  
 At 10:30 AM, Recorded 9-23-02  
 Deed Book 888, Page 392

Alvin S. Johnson  
 Clerk Superior Court

After recording, return to:  
 Lynda B. Rea, Attorney  
 Ellijay, GA

### EASEMENT AND PASTURE AGREEMENT

THIS EASEMENT made and entered into this 18th day of September, 2002 by J. C. KEY and YVONNE M. KEY (herein "Owner"); and ANDERSON LAKE LIMITED LIABILITY LIMITED PARTNERSHIP (herein "ALLLLP").

#### WITNESSETH THAT

A. Owner has purchased from ALLLLP a tract of land in Gilmer County, Georgia, described as Site 6 in the Anderson Creek Retreat Subdivision according to the Plat referred to below or attached hereto attached as Exhibit "A".

B. ALLLLP owns a tract of land adjacent to Anderson Creek Retreat subdivision.

C. The parties desire to establish an equestrian community and to that end have agreed to provide for partial commonly used and managed Pastures for horses in the Anderson Creek Retreat Subdivision, and the parties desire to establish certain easements and covenants which are appurtenant to and run with their land.

D. Exhibit B attached (a marked copy of the Plat in Exhibit A) shows the approximate location of the pasture on Site 6, including a general illustration of the area to be affected by the easement consisting of two sections: a fenced pasture (East Pasture) and an unfenced pasture (West Pasture).

NOW, THEREFORE, the Parties hereby grant, convey, covenant and agree as follows:

1. Pasture Easement and Covenants

- (a) Pastures are hereby established on that part of Site 6 that is crosshatched or labeled "East Pasture" and "West Pasture" on Exhibit B. Said Pastures are set aside and reserved for equestrian use and related purposes unless both parties agree to a change of use. Owner grants and conveys to ALLLLP, a non-exclusive easement for use of the Pasture for the following purposes: (i) for pedestrian and equestrian ingress and access ingress and egress to, upon and across the Pastures, for the purpose of grazing and managing horses in the Pastures pursuant to the terms of this Easement; and (ii) for maintaining the Pastures in accordance with sub-paragraph (b) below in the event Owner fails to do so.
- (b) The Pastures are subject to the following covenants and restrictions: (i) to prevent overgrazing of the pastures, the maximum number of horses on the East Pasture of Site 6 shall be four horses and the maximum number of horses on the West Pasture of Site 6 shall be two horses unless otherwise agreed upon by Owner and ALLLLP; (ii) No trees may be planted in the pastures without written approval; (iii) No motorized vehicles are permitted in the Pastures, except maintenance vehicles and vehicles used for the transportation of horses therein; (iv) No permanent structures may be constructed in the Pastures, other than "run-in" shelters for horses, without the written consent of both parties, except that Owner may construct a barn and related buildings or exercise facilities in the Pastures provided that the location and exterior appearance of the barn and other structures must first have the written approval of the Architectural Review Board of the Anderson Creek Retreat Property Owners Association, Inc. (the "Association"); (v) any barn, shelter, fence or other improvements in the East Pasture shall be maintained in reasonably good condition by the owner thereof; (vi) any barn, shelter, fence or other improvements in the West Pasture shall be maintained in reasonably good condition by the owner thereof; ALLLLP has the right to maintain or improve the pastures if, in its sole discretion, additional maintenance is necessary and (vii) once the Pastures are used for horses, they shall be fenced and there shall be at least one gate opening from the Pastures to an adjacent road.
- (c) Owner has the first right and option to use the West Pasture for Owner's horse or horses, and Owner may use the Pasture for equestrian use exclusively if Owner so desires. However, if Owner does not use the Pasture to keep and maintain horses for a consecutive period of sixty (60) days, then the Owner's use of the Pasture shall automatically become non-exclusive, and ALLLLP may designate or allow a horse or horses of

exclusive, and ALLLLP may designate or allow a horse or horses of ALLLLP or other property owners in Anderson Creek Retreat Subdivision to use the Pasture pursuant to the easement herein granted and the terms of this Easement. Once ALLLLP has obtained the right to use or designate other horses for use of the Pasture, such right shall continue until the Owner commences use of the Pasture to keep and maintain Owner's horse or horses provided Owner has given ALLLLP not less than sixty (60) days advance written notice of Owner's election to resume exclusive use of the Pasture for equestrian purposes.

- (d) ALLLLP has the first right and option to use the East Pasture and may use the East Pasture for equestrian use exclusively if ALLLLP so desires. However, if ALLLLP does not use the East Pasture to keep and maintain horses, then the ALLLLP's use of the Pasture shall automatically become non-exclusive, and the Owner may designate or allow a horse or horses of the Owner to use the Pasture pursuant to the easement herein granted and the terms of this Easement. Once the Owner has obtained the right to use the Pasture for horses, such right shall continue until ALLLLP elects to commence use of the Pasture to keep and maintain ALLLLP horses or horses owned by others provided ALLLLP has given Owner not less than sixty (60) days advance written notice of ALLLLP's election to resume exclusive use of the Pasture for equestrian purposes.
- (e) In addition to the limitations on use of the Pastures described above, no individual who enters the Pastures may cause a disturbance, discharge firearms, cause unnecessary noise or unnecessarily disturb horses pastured thereon or damage the Pastures or the vegetation therein, except for maintenance of the Pastures, including mowing, planting and fertilizing and other landscape maintenance practices following good husbandry practices and procedures. If any such activity is observed or brought to the attention of either of the parties to this Easement, such party may be deliver a notice to the individual or individuals engaging or who have engaged in prohibited activity in the Pastures (herein an "Offender") to cease such conduct, and if the conduct is repeated on one or more occasions by the Offender, then the party delivering the notice to cease may, by further written notice, withdraw and terminate the right of the Offender to enter into or use of the Pastures for a period of no more than six (6) months. If an Offender has had his or her use rights of the Pasture withdrawn by a party to this Easement as provided above and after the withdrawal expires shall repeat the offending conduct, then the party who

originally gave the notice to cease may permanently withdraw from the Offender the right to use and enter the Pastures. An Offender for the purpose of this paragraph may only be a natural person and may not be the Owner of the Site, a corporation, Limited Liability Company, partnership or other entity. An Offender who enters into or uses the Pastures contrary to a notice withdrawing or terminating his or her right of entry shall be a trespasser and subject to civil and criminal prosecution.

- (f) Each party to this Easement shall, upon written request of the other, from time to time, but no more often than once per calendar quarter, provide to the requesting party a list of individuals authorized by the party to utilize the Pastures.
- (g) If any gates are located on or along Spring Camp Road or Homestead Drive, the party who provides a lock to such gate will provide a key to the other party at no cost.

2. Healthy Horses Only. The Pasture may be occupied only by healthy horses who have a current Coggin Test and which otherwise do not pose a risk of infecting other horses in the Pasture with any disease or condition. Any horse not complying with the foregoing shall be immediately removed on notice to the owner or keeper thereof by Owner or ALLLLP.

3. Assumption of Risk of Use; Indemnification of Owner. It is a condition to the use of the easements established in the foregoing paragraph that any person using the easements shall do so at his or her own risk. A non-owner user shall execute an indemnification agreement thereby indemnifying the Owner and ALLLLP. By entering the Pastures all users are and shall be deemed to have accepted and assume the risk of injury or death to persons or loss or damage to property by virtue of the use of the Pastures and easement areas. Any person who uses the easement area without assuming such risk will be a trespasser and subject to the liabilities of a trespasser. Neither Owner nor ALLLLP assumes any obligation to maintain or repair the easement property or to warn of any condition of the land.

4. General Provisions. The easement and covenants herein are appurtenant to and run with the land and they bind and inure to the benefit of the parties, their heirs, successors and assigns. ALLLLP may assign its rights under this Easement to the Association, provided that such assignment must be by express written document recorded in the Gilmer County Land Records.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Easement.

Signed, sealed and delivered  
In the presence of

Margaret D. Dyer  
Witness

[Signature]  
Notary public  
My Commission Expires July 9, 2006

(Notary Seal)

J. C. Key (Seal)  
J. C. KEY

Yvonne M. Key (Seal)  
YVONNE M. KEY

Signed, sealed and delivered  
In the presence of:

Margaret D. Dyer  
Witness

[Signature]  
Notary public  
My Commission Expires July 9, 2006

(Notary Seal)

Anderson Lake Limited Liability  
Limited Partnership  
BY: Gilmer Land, Inc. General Partner

By: [Signature]  
DOUGLAS E. DAVID, President

(Corp. Seal)

Exhibit A - Anderson Creek Retreat Plat - See Plat Book 38, pages 235-238

Anderson Creek Retreat Easement & Pasture Agreement

