

INB2707140



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 PARTICIPANT ID: 1983094574,7067927936  
 CLERK: JODY M. HIGDON  
 Morgan County, GA  
 NOTE: R#189065 ME

NCS 1032578B

**UPON RECORDING**  
**RETURN TO:**

Tamaron Houston, Esq.  
 Seyfarth Shaw LLP  
 1075 Peachtree Street NE, Suite 2500  
 Atlanta, Georgia 30309-3958

STATE OF GEORGIA

Morgan County Tax Parcel: 014008A

COUNTY OF MORGAN

**ACCESS AND INFRASTRUCTURE EASEMENT**

**THIS ACCESS AND INFRASTRUCTURE EASEMENT** (this "Easement") is made and executed to be effective as of February 2, 2023, FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), in hand paid by **MORNING HORNET LLC**, a Delaware limited liability company (together with its successors and/or assigns, collectively "Grantee"), to **JOSHUA VERNON GRIZZARD**, an individual, and **KEALEY GRIZZARD**, an individual (collectively, with their respective heirs, successors and/or assigns, the "Grantor"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee, and its employees, agents, contractors, invitees and designees, a perpetual, exclusive, permanent utility, access and infrastructure easement over, upon and under the land more particularly described and depicted on Exhibit "A-1" and Exhibit "A-2" attached hereto and incorporated herein (the "Easement Area"), which Easement Area is located on a portion of the real property owned by Grantor, as more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Grantor Property"), which rights, title and interests to such Easement Area may from time to time be assigned, licensed, leased and/or otherwise conveyed, in whole or in part, by Grantee to any other party, to install, construct, access, operate, maintain, repair, replace and/or connect underground cable, fiber, conduit, casings and the like, related equipment and other related appurtenances in the Easement Area, together with pedestrian and vehicular access, ingress and egress to and from the Easement Area for such purposes.

Grantor will warrant and defend the right, title and interest to the above-described easement unto Grantee against the claims of all persons whomsoever. Grantor shall not obstruct (or agree to the obstruction of) the Easement Area or otherwise interfere with Grantee's use and enjoyment of the Easement Area.

In initiating or performing any acts in the Easement Area by virtue of the rights granted in this Easement, Grantee shall cause:

- (a) all construction, maintenance or other work in the Easement Area to be conducted in accordance with all applicable federal, state and local laws, regulations and rules; and
- (b) the payment and compensation of (or the satisfaction of any obligations to) all parties undertaking any work or supplying any materials for the construction of any improvements located in the Easement Area, and the cancellation of any liens or third party claims against the Grantor Property pertaining to said work and/or materials.

This Easement is granted with the right (but not the obligation) to, at Grantee's expense and as Grantee sees fit, maintain the Easement Area, including, but not limited to, keeping the Easement Area free and clear of all improvements or obstructions, preventing excavation or other construction activities in the Easement Area, and/or repairing any storm drains, ditches, roadways or other items located on, above or below the surface within the Easement Area, in furtherance of protecting Grantee's improvements located within the Easement Area, along with all the rights and privileges necessary or convenient for the full enjoyment and use thereof.

eFiled & eRecorded  
DATE: 2/22/2023  
TIME: 3:04 PM  
DEED BOOK: 00708  
PAGE: 00961

INB2707140



Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all third party claims, costs, expenses, damages and liabilities that said parties may suffer or incur arising out of any and all negligent acts and/or omissions of Grantee in the use or exercise of any and all rights and privileges granted by this Easement.

This Easement shall run with and burden the title to the Grantor Property. This Easement shall be binding upon and inure to the benefit of the Grantor and Grantee and each of their successors, assigns, and/or transferees (including, without limitation, any agents, lessees, licensees, invitees, customers, employees, contractors, guests and/or designees). This Easement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Easement shall not be modified or altered in any respect except as otherwise expressly allowed herein or by a writing executed and delivered by the then-current owner of the Grantor Property and the Grantee. This Easement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement. This Easement and the rights and obligations of the respective parties under this Easement shall be governed by and interpreted and enforced in accordance with the laws of the State of Georgia. If any one or more of the provisions of this Easement is for any reason held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the other provisions hereof, and this Easement shall be construed as though such invalid, illegal or unenforceable provision had never been contained herein.

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SIGNATURE PAGE FOLLOWS]

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TIME: 3:04 PM  
DEED BOOK: 00708  
PAGE: 00962

IN WITNESS WHEREOF, the parties have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

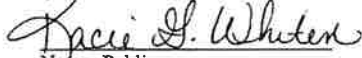
**GRANTOR:**

Signed, sealed and delivered  
this 10 day of January, 2023  
in the presence of:

 (SEAL)  
Joshua Vernon Grizzard

  
Unofficial Witness

 (SEAL)  
Kealey Grizzard

  
Notary Public

(NOTARY SEAL)

My Commission Expires: May 15, 2024



eFiled & eRecorded  
DATE: 2/22/2023  
TIME: 3:04 PM  
DEED BOOK: 00708  
PAGE: 00963

IN82707140



**GRANTEE:**

Signed, sealed and delivered  
this 21 day of December, 2022  
in the presence of:

**MORNING HORNET LLC,**  
a Delaware limited liability company

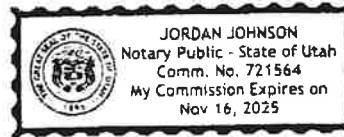
*[Signature]*  
Unofficial Witness

*Paul Clements* (SEAL)  
Name: PAUL CLEMENTS  
Title: AUTHORIZED REPRESENTATIVE

*[Signature]*  
Notary Public

(NOTARY SEAL)

My Commission Expires:



eFiled & eRecorded  
 DATE: 2/22/2023  
 TIME: 3:04 PM  
 DEED BOOK: 00708  
 PAGE: 00964

**CONSENT AND SUBORDINATION OF MORTGAGEE**

In consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid to the undersigned, the receipt and sufficiency whereof being hereby acknowledged, the undersigned, as beneficiary of that certain Security Deed made by Joshua Vernon Grizzard and Kealey Grizzard, collectively as mortgagor, to Mortgage Electronic Registration Systems, Inc., as nominee for Stockton Mortgage Corporation, a Kentucky corporation, as mortgagee (in such capacity, "Mortgagee"), dated September 9, 2021, filed for record September 23, 2021, and recorded in Deed Book 680, Page 709 of the real property records of Morgan County, Georgia, which burdens the Grantor Property (the "Security Instrument"), does hereby acknowledge and agree that (a) the Easement is intended to run with the land, (b) the Security Instrument (and any and all other deeds of trust or similar instruments now or hereafter placed on the Grantor Property) shall be subordinate to the Easement, and (c) following a foreclosure of the Security Instrument (or such other deeds of trust or similar instruments) or deed in lieu thereof, title to the Grantor Property shall be and remain subject to the Easement.

IN WITNESS WHEREOF and intending to be legally bound hereby, Mortgage Electronic Registration Systems, Inc. ("MERS"), as Nominee for Home Point Financial Corporation, its successors, and assigns, has caused these presents to be executed and its common or corporate seal hereto affixed as of the 27 day of January, 2023.

Attest:

Stockton Mortgage Corporation by ServiceMac, LLC, its appointed Attorney in Fact

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

Printed Name: Elizabeth Starkiper

Title: SVP Operations

Mortgage Electronic Registration Systems, Inc. ("MERS"), as Mortgagee as Nominee for Stockton Mortgage Corporation, its successors, and assigns

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

Printed Name: Elizabeth Starkiper

Title: Assistant Secretary

STATE OF South Carolina )  
 ) SS:  
 COUNTY OF Lancaster )

On this the 27 day of January, 2023, before me, a Notary Public in and for the County and State aforesaid, the undersigned officer, personally appeared Elizabeth Starkiper who acknowledged herself/himself to be the SVP Operations of Stockton Mortgage Corporation Lender, and that she/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Stockton Mortgage Corporation by herself/himself as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STATE OF South Carolina )  
 ) SS:  
 COUNTY OF Lancaster )



D Sweet  
 Notary Public  
 Danielle M. Sweet  
 NOTARY PUBLIC  
 State of South Carolina  
 My Commission Expires  
 July 13, 2031

On this the 27 day of January, 2023, before me, a Notary Public in and for the County and State aforesaid, the undersigned officer, personally appeared Elizabeth Starkiper who acknowledged herself/himself to be the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"), and that she/he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Mortgage Electronic Registration Systems, Inc. ("MERS"), by herself/himself as said officer by herself/himself as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



D Sweet  
 Notary Public  
 Danielle M. Sweet  
 NOTARY PUBLIC  
 State of South Carolina  
 My Commission Expires  
 July 13, 2031

Notary Public

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PAGE: 00965

INB2707140



**EXHIBIT "A"**

**Exhibit "A-1"** – Legal Description of Easement Area – See attached.

**Exhibit "A-2"** – Depiction of Easement Area – See attached.

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DATE: 2/22/2023  
TIME: 3:04 PM  
DEED BOOK: 00708  
PAGE: 00966

INB2707140



**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

All that Tract or Parcel of land, lying and being located in Land Lot 62 of the 19th Land District, in the 282nd G.M. District, Morgan County, Georgia, containing 0.429 acres, more or less and being more particularly described as follows:

COMMENCE from a 1/2" rebar found capped 'DHUFF', on the northwesternmost right of way intersection of the northernmost 50 foot right of way of Sewell Church Road and the westernmost 100 foot right of way of Sewell Church Road Spur, thence departing said right of way, proceed the following: North 00 degrees 29 minutes 54 seconds West for a distance of 408.73 feet to a 1/2" rebar found on the common Land Lot Line of Land Lots 62 and 63 of the 19th Land District, Morgan County, Georgia; thence proceed along the common Land Lot Line of Land Lots 62 and 63 of the 19th Land District, Morgan County, Georgia, North 44 degrees 35 minutes 52 seconds East for a distance of 70.59 feet to a point; thence departing said Land Lot Line, proceed South 00 degrees 29 minutes 54 seconds East for a distance of 346.25 feet to a point on the northernmost 65 foot right of way of Sewell Road; thence proceed along the northernmost 65 foot right of way of Sewell Road, the following: South 28 degrees 43 minutes 44 seconds West for a distance of 30.72 feet to a point; thence South 21 degrees 45 minutes 49 seconds West for a distance of 92.39 feet to a 1/2" rebar found capped 'DHUFF', on the northwesternmost right of way intersection of the northernmost 50 foot right of way of Sewell Church Road and the westernmost 100 foot right of way of Sewell Church Road Spur and the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record. Said property contains 0.429 Acre, more or less.

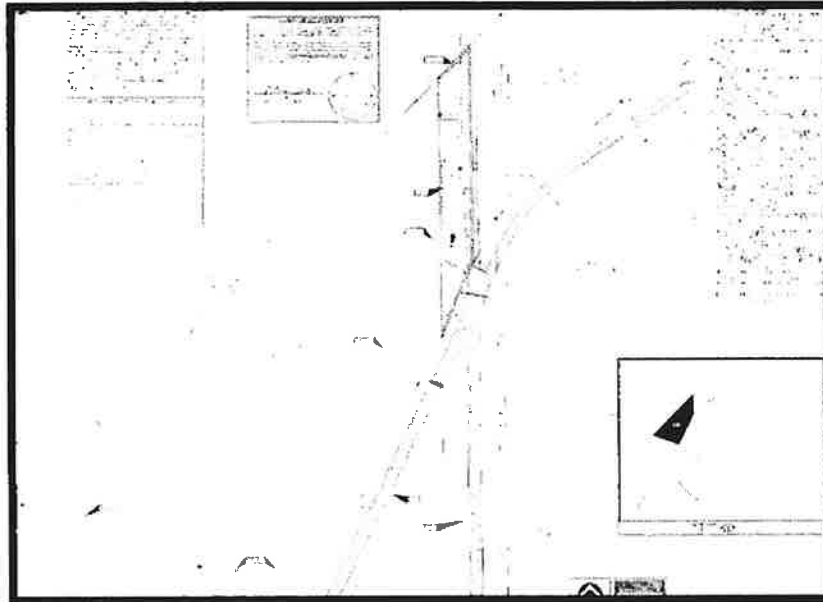
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DATE: 2/22/2023  
TIME: 3:04 PM  
DEED BOOK: 00708  
PAGE: 00967

INB2707140



EXHIBIT "A-2"

DEPICTION OF EASEMENT AREA





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 DATE: 2/22/2023  
 TIME: 3:04 PM  
 DEED BOOK: 00708  
 PAGE: 00968

INB2707140



**EXHIBIT "B"**

**GRANTOR PROPERTY**

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in Land Lot 62 of the 19th Land District, 282 G.M.D., Morgan County, Georgia, fronting on the Northwest right-of-way of Sewell Church Road, containing 5.76 acres, more or less, as more particularly described as Lot 1, Sewell Woods Phase II, on a plat of survey dated July 31, 2001, recorded in Plat Book 28, Page 158, Clerk's Office, Morgan County Superior Court, the metes and bounds of said lot being incorporated herein by reference thereto.

All that strip of land forming that portion of Sewell Church Road right of way located in the 19th Land District, Land Lot 62 of Morgan County, Georgia, and further described as beginning at its intersection with Sewell Lane and running approximately 408 feet North along the Eastern boundary of Grantee's property identified as Parcel 014008A and described more particularly in Exhibits "B" hereto until it intersects with the boundary of property owned by the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County identified as tax parcel 013 044 A and being the width as between the centerline of abandoned Sewell Church Road and Grantee's property boundary a depiction thereof is attached hereto as Exhibit "A" and incorporated herein by reference.

**Also Described As:**

All that Tract or Parcel of land, lying and being located in Land Lot 62 of the 19th Land District, in the 282nd G.M. District, Morgan County, Georgia, containing 6.190 Acres, more or less and being more particularly described as follows:

COMMENCE from a 1/2" rebar found capped "DHUFF", on the northwesternmost right of way intersection of the northernmost 50 foot right of way of Sewell Church Road and the westernmost 100 foot right of way of Sewell Church Road Spur; thence proceed along the northernmost 50 foot right of way of Sewell Church Road, the following: South 27 degrees 10 minutes 57 seconds West for a distance of 84.30 feet to a point; thence South 25 degrees 51 minutes 27 seconds West for a distance of 388.68 feet to a concrete marker found; thence departing said right of way, proceed the following: North 70 degrees 52 minutes 40 seconds West for a distance of 185.90 feet to a concrete marker found; thence North 70 degrees 52 minutes 40 seconds West for a distance of 301.05 feet to a 1/2" rebar found capped "DHUFF" on the common Land Lot Line of Land Lots 62 and 63 of the 19th Land District, Morgan County, Georgia; thence proceed along the common Land Lot Line of Land Lots 62 and 63 of the 19th Land District, Morgan County, Georgia, the following: North 44 degrees 35 minutes 52 seconds East for a distance of 946.49 feet to a 1/2" rebar found; thence North 44 degrees 35 minutes 52 seconds East for a distance of 70.59 feet to a point; thence departing said Land Lot Line, proceed South 00 degrees 29 minutes 54 seconds East for a distance of 346.25 feet to a point on the northernmost 65 foot right of way of Sewell Road; thence proceed along the northernmost 65 foot right of way of Sewell Road, the following: South 28 degrees 43 minutes 44 seconds West for a distance of 30.72 feet to a point; thence South 2 degrees 45 minutes 49 seconds West for a distance of 92.39 feet to a 1/2" rebar found capped "DHUFF", on the northwesternmost right of way intersection of the northernmost 50 foot right of way of Sewell Church Road and the westernmost 100 foot right of way of Sewell Church Road Spur and the TRUE POINT OF BEGINNING.

Said property contains 6.190 Acres, more or less

