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STATE OF GEORGIA
 COUNTY OF GILMER

GEORGIA, Gilmer County
 Clerk of Superior Court

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 Book 988 Page 400

Blenda Sue Johnson
 Clerk of Superior Court

**DRIVEWAY ACCESS EASEMENT,
 UTILITY EASEMENT
 AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made this 12th day of August, 2003 by and between **JUDY JESSE KELLEY**, a resident of Cobb County, Georgia (hereinafter referred to as "Kelley"); **JERRIE MARIE CRUMP**, a resident of Cobb County, Georgia (hereinafter referred to as "Crump"); **BYRON M. FOWLER**, a resident of Gilmer County, Georgia (hereinafter referred to as "Fowler"); and **FIRST VICTORY, INC.**, a Georgia corporation (hereinafter referred to as "First Victory").

FOR AND IN CONSIDERATION of the premises and the mutual covenants contained herein and of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties to this Agreement, the parties do hereby acknowledge and agree as follows:

1.

The Kelley Tract

Kelley is the fee simple owner of that certain tract of land located in Land Lots 74, 75, 106 and 107 of the 12th District, 2nd Section, Gilmer County, Georgia and being 45.02 acres and 11.81 acres as per plat of survey prepared for Judy J. Kelley, dated August, 1987, and prepared by Cherry Log Survey Company, Inc., Donald O. Babb, G.R.L.S. No. 2029, and recorded in Plat Book 15, page 296, Gilmer County, Georgia Records (hereinafter referred to as the "Kelley Survey"). Said 45.02 acre tract is hereafter referred to as the "Kelley Tract" and said 11.81 acre tract is hereafter referred to as the "Kelley Easement Tract".

2.

The Crump Easement Tract

Crump is the fee simple owner of that certain tract of land located in Land Lots 74, 75, 106 and 107 of the 12th District, 2nd Section, Gilmer County, Georgia and being 11.78 acres as per plat of survey prepared for Jerrie Kelley Crump, dated August, 1987, and prepared by Cherry Log Survey Company, Inc., Donald O. Babb, G.R.L.S. No. 2029 and recorded in Plat Book 15, page 297,

Gilmer County, Georgia Records (hereinafter referred to as the "Crump Survey"). Said 11.78 acre tract is hereafter referred to as the "Crump Easement Tract".

3.

The First Victory Tract

First Victory is the fee simple owner of certain tract of land located in Land Lots 106 and 107 of the 12th District, 2nd Section, Gilmer County, Georgia and being 45.05 acres as per plat of survey prepared for Jerrie Kelley Crump, dated , and prepared by Cherry Log Survey Co., Inc., Donald O. Babb, G.R.L.S. No. 2029, as recorded in Plat Book 15, page 297, Gilmer County, Georgia Records (hereinafter referred to as the "Crump Survey"). Said 45.05 acre tract is hereafter referred to as the "First Victory Tract."

4.

DECLARATION OF INGRESS/EGRESS EASEMENT/JOINT DRIVEWAY

First Victory has caused to be prepared an Easement Plat, dated August 4, 2003, prepared for Byron M. Fowler, by Centerline Surveying Systems, Inc., Charles C. Franklin, G.R.L.S. No. 2143, and being recorded simultaneously herewith in Plat Book ____, page ____, Gilmer County, Georgia Records (the "Easement Survey"). Each of the parties acknowledges that they have inspected and reviewed and approved the Easement Survey. The parties hereby designate, grant, bargain, sell and convey to each other, together with their heirs, successors and assigns, a perpetual, non-exclusive driveway access easement (the "Driveway Easement") over, through and across the Kelley Easement Tract and the Crump Easement Tract to provide the Kelley Tract and the First Victory Tract with pedestrian and vehicular ingress and egress to and from said Tracts and State Highway 5, being a 50 foot right of way. The Driveway Easement shall be fifty feet (50) feet in width, more or less, as more particularly shown on the Easement Survey. The parties agree that First Victory and its successors and assigns shall maintain at its (or their) sole expense in good condition the Driveway Easement. At such time, if any, that more than four residences are constructed on the Kelley Tract and the Kelley Easement Tract, then in such event, those parties residing on said properties shall be required to participate equally with the owners of the First Victory Property in the sharing of all reasonable and necessary maintenance and repair expenses which may be incurred from time to time to insure that the road is maintained in good condition and repair. At such time, if any, that more than four residences are constructed on the Crump Easement Tract, then in such event, those parties residing on said property shall also be required to participate equally with the owners of the First Victory Property in the sharing of all reasonable and necessary maintenance and repair expenses which may be incurred from time to time to insure that the road is maintained in good condition and repair. Thereafter the cost of such maintenance shall be borne equally among those individuals who may own all or a portion of the First Victory Tract and the Kelley Tract and Kelley Easement (if greater than four residences on said two Kelley tracts) and the Crump Easement Tract (if greater than four residences are located on said property) and who are utilizing said easement for access to one or more residences located on said properties.

5.

Grant and Reservation of Utility Easement

Kelley and Crump hereby grant, bargain, sell and convey, and by these presents do grant, bargain, sell, and convey unto First Victory, together with its successors and assigns, a general utility easement to allow First Victory and all owners of the Firsts Victory Property the right to install, maintain, repair and/or replace an electrical power line, telephone line and cable television line, both overhead and underground and to tie into electric, telephone and cable utilities serving the First Victory Property (the "Utility Easement") over, across, through and under the Crump Easement Tract and the Kelley Easement Tract within the fifty (50) foot Driveway Easement. First Victory and its successors and assigns shall be solely responsible for the expense of installation of the utilities within the Utility Easement. Kelley reserves for herself and her successors and assigns the right to tie into all such utilities for the purpose of providing such utilities to the Kelley Tract and to serve any residences located thereon.

6.

RIGHT TO REMOVE AND RELOCATE DIRT

In order to assist First Victory in the construction and installation of the Driveway Easement, Kelley hereby grants and conveys to First Victory the right to remove and relocate dirt in sufficient and necessary quantities from the Kelley Tract and the Kelley Easement Tract to be used solely for the purpose of constructing the Driveway Easement.

7.

**DECLARATION OF INGRESS/EGRESS EASEMENT/JOINT DRIVEWAY
IN FAVOR OF FOWLER**

The parties acknowledge that the Easement Survey shows a 50 foot Access Easement (the "White Stone Road Access Easement") which runs in a north-south direction, primarily on the Kelley Tract, but a portion of which is also on the Kelley Easement Tract and the Crump Easement Tract. Said easement abuts property owned by Fowler (the "Fowler Tract") as shown on the Easement Survey. The Access Easement provides the parties with access to White Stone Road. First Victory agrees and Crump consents, that First Victory shall relocate the existing north-south access easement to a location on the Crump Easement Tract as shown on the Easement Survey, and all parties agree that that the previous location of any of the Access Easement shall be abandoned on the First Victory Tract in favor of the relocated Access Easement on the Crump Easement Tract. At all times during the relocation of the Access Easement to remove it from the First Victory Tract, First Victory agrees that Kelley shall continue to have access over the White Stone Road Access Easement. Kelley and Crump hereby designate, grant, bargain, sell and convey to Fowler, together with his heirs, successors and assigns, a perpetual, non-exclusive driveway access easement over, through and across the Kelley Tract, the Kelley Easement Tract and the Crump Easement Tract, as shown on the Easement Survey, to provide the Fowler Tract with pedestrian and vehicular ingress and egress to and from said Tracts and White

Stone Road and State Highway 5. The Driveway Easement shall be fifty feet (50) feet in width, more or less, as more particularly shown on the Easement Survey. In consideration thereof, Fowler agrees to bush hog the easement from time to time as may be reasonably necessary to keep said easement open and passable.

**8.
INDEMNITY**

In consideration of the rights extended herein, each party, for themselves, their invitees, guests, heirs, successors and assigns, hereby agree to indemnify, hold harmless, defend and covenant not to sue the other parties to this Agreement, together with such other parties' heirs, successors and assigns, from and against any loss, cost, damage or expense which may arise from any accident or injury occurring as a result of the use of the Easement by each party or their guests, invitees, heirs, successors or assigns.

**9.
BINDING EFFECT**

The Agreement herein granted shall bind the successors, heirs and assigns of each party to this Agreement, and shall inure to the benefit of the heirs, assigns and successors in title of each party to this Agreement. It is understood and agreed by each party hereto that the rights granted herein are to be held by each such party, their heirs, successors in title, and assigns, as appurtenant to the land owned by each such party.

(Signature pages to follow)

IN WITNESS WHEREOF the parties do hereunto set their hands and seals the day and year first above written.

Judy J. Kelley (SEAL)
JUDY JESSE KELLEY

Signed, sealed and delivered
in the presence of

WITNESS

NOTARY PUBLIC



Terrie Kelley Crump (SEAL)
TERRIE KELLEY CRUMP

Signed, sealed and delivered
in the presence of

WITNESS

NOTARY PUBLIC



FIRST VICTORY, INC.

BY:

Byron M. Fowler
 Byron M. Fowler, Its President

(SEAL)



Signed, sealed and delivered
 in the presence of:

Hansell L. Smith
 WITNESS

Hansell L. Smith
 NOTARY PUBLIC



Byron M. Fowler (SEAL)
 BYRON M. FOWLER

Signed, sealed and delivered
 in the presence of:

Hansell L. Smith
 WITNESS

Hansell L. Smith
 NOTARY PUBLIC



EXHIBIT "A"
(Fowler Legal Description)

All that tract or parcel of land lying and being in Land Lots 106 and 107 of the 12th District, 2nd Section of Gilmer County, Georgia, as per plat of survey dated August 4, 2003, for Bryon M. Fowler, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, Georgia Registered Land Surveyor No. 2143, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at a point located at the common corner of Land Lots 107, 108, 73 and 74, said District and Section; thence proceed south 89 degrees 50 minutes 20 seconds east as measured along the northerly land lot line of Land Lot 107, said District and Section, for a distance of 1068.75 feet to a point, said point being the TRUE POINT OF BEGINNING. Thence running south 89 degrees 42 minutes 00 seconds east as measured along the northerly land lot line of Land Lot 107, said District and Section, for a distance of 414.48 feet to a point and corner; thence running south 15 degrees 21 minutes 00 seconds east for a distance of 229.38 feet to a point; thence running south 56 degrees 43 minutes 00 seconds east for a distance of 190.58 feet to a point; thence running south 57 degrees 59 minutes 00 seconds east for a distance of 77.42 feet to a point; thence running south 88 degrees 08 minutes 00 seconds east for a distance of 91.76 feet to a point; thence running south 87 degrees 36 minutes 00 seconds east for a distance of 60.00 feet to a point and corner; thence running south 28 degrees 20 minutes 00 seconds west for a distance of 41.75 feet to a point; thence running south 02 degrees 35 minutes 00 seconds west for a distance of 35.08 feet to a point; thence running south 25 degrees 37 minutes 00 seconds west for a distance of 25.98 feet to a point and corner; thence running south 86 degrees 19 minutes 00 seconds west for a distance of 46.18 feet to a point; thence running south 71 degrees 35 minutes 00 seconds west for a distance of 55.84 feet to a point and corner; thence running south 12 degrees 22 minutes 00 seconds west for a distance of 80.60 feet to a point and corner; thence running south 87 degrees 16 minutes 00 seconds west for a distance of 16.02 feet to a point and corner; thence running south 28 degrees 28 minutes 00 seconds west for a distance of 51.02 feet to a point; thence running south 15 degrees 05 minutes 00 seconds west for a distance of 43.99 feet to a point; thence running south 25 degrees 35 minutes 00 seconds west for a distance of 151.93 feet to a point; thence running south 06 degrees 54 minutes 00 seconds west for a distance of 81.44 feet to a point and corner; thence running south 49 degrees 33 minutes 00 seconds west for a distance of 26.22 feet to a point and corner; thence running south 02 degrees 06 minutes 00 seconds east for a distance of 72.49 feet to a point and corner; thence running south 88 degrees 50 minutes 00 seconds east for a distance of 30.05 feet to a point and corner; thence running south 30 degrees 12 minutes 00 seconds west for a distance of 209.28 feet to a point; thence running south 15 degrees 25 minutes 00 seconds east for a distance of 20.32 feet to a point and corner; thence running south 75 degrees 42 minutes 00 seconds west for a distance of 27.14 feet to a point and corner; thence running south 38 degrees 11 minutes 00 seconds east for a distance of 72.02 feet to a point; thence running south 21 degrees 43 minutes 00 seconds east for a distance of 73.42 feet to a point and corner; thence running south 37 degrees 06 minutes 00 seconds west for a distance of 153.22 feet to a point; thence running south 45 degrees 28 minutes 00 seconds west for a distance of 163.12 feet to a point; thence running south 57 degrees 55 minutes 00 seconds west for a distance of 36.59 feet to a point; thence running south 23 degrees 09 minutes 00 seconds west for a distance of 141.90 feet to a point and corner; thence running south 62 degrees 38 minutes 00 seconds west for a distance of 43.01 feet to a point and corner; thence running south 50 degrees 45 minutes 00 seconds east for a distance of 35.04 feet to a point and corner; thence running south 23 degrees 11 minutes 00 seconds west for a distance of 177.48 feet to a point and corner; thence running south 69 degrees 49 minutes 00 seconds west for a distance of 98.11 feet to a point; thence running south 54 degrees 28 minutes 00 seconds west for a distance of 153.57 feet to a point; thence running south 32 degrees 40 minutes 00 seconds west for a distance of 51.30 feet to a point; thence running south 45 degrees 29 minutes 00 seconds west for a distance of 183.07 feet to a point; thence running south 11 degrees 50 minutes 00 seconds west for a distance of 61.33 feet to a point; thence running south 43 degrees 48 minutes 00 seconds west for a distance of 224.42 feet to a point; thence running south 02 degrees 12 minutes 00 seconds west for a distance of 30.70 feet to a point and corner; thence running south 74 degrees 21 minutes 00 seconds west for a distance of 28.99 feet to a point and corner; thence running south 17 degrees 25 minutes 00 seconds east for a distance of 36.42 feet to a point and corner; thence running south 39 degrees 47 minutes 00 seconds west for a distance of 56.95 feet to a point and corner; thence running south 17 degrees 08 minutes 00 seconds east for a distance of 41.57 feet to a point and corner; thence

Exhibit "A"
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running south 17 degrees 11 minutes 00 seconds west for a distance of 113.04 feet to a point; thence running south 00 degrees 02 minutes 00 seconds east for a distance of 103.88 feet to a point and corner; thence running north 89 degrees 45 minutes 08 seconds west for a distance of 358.35 feet to a point and corner; thence running north 24 degrees 47 minutes 51 seconds west for a distance of 256.45 feet to a point and corner; thence running north 20 degrees 38 minutes 00 seconds east for a distance of 2809.43 feet to a point, said point being the POINT OF BEGINNING.