

THIS INSTRUMENT PREPARED BY AND PLEASE
RETURN TO:

STATE OF GEORGIA
COUNTY OF FULTON

FILED & RECORDED
FEB 23 8 30 AM '93
CLERK OF SUPERIOR COURT
DEPT. OF REVENUE
ATLANTA, GA.

GLASS, McCULLOUGH, SHERRILL & HARROLD
450 MONARCH PLAZA
3414 PEACHTREE ROAD, N. E.
ATLANTA, GEORGIA 30326-1162
ATTN: PETER B. GLASS

ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of December, 1992, by and between NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, party of the first part (hereinafter referred to as "First Party"); and SOPHIE G. LEWIS, party of the second part (hereinafter referred to as "Second Party").

W I T N E S S E T H

WHEREAS, First Party is the owner of property located at

2581 North Druid Hills Road, Atlanta, Georgia, known as Calibre Crossing Apartments

(hereinafter referred to as the "First Property"), the First Property being more particularly described on the As-Built Survey prepared by Blue Ridge Engineering, Inc., dated November 16, 1992, (the "Survey");

WHEREAS, Second Party is the owner of property located northwesterly and adjacent to First Property and known as Lot 11, Block "A" Briar Oaks Subdivision, per Plat Book 75, page 123, DeKalb County, Georgia Records, known as 1475 Briar Oaks Trail, hereinafter referred to as the "Second Property"); and

WHEREAS, the Survey discloses that a three (3) foot wire fence belonging to the Second Party (the "Encroachment") is located partially on the First Property.

WHEREAS, the parties hereto wish to establish and agree upon their rights regarding the Encroachment and their respective properties.

NOW, THEREFORE, in consideration of the premises, and of One and No/100 Dollar (\$1.00) in hand paid by the First Party to Second Party, First Party and Second Party hereby covenant and agree as follows.

1. The Second Party hereby disclaims any title or interest in any portion of the First Property by reason of the Encroachment.

2. The First Party hereby grants unto Second Party a revocable license over the First Property for the purpose of using and maintaining the Encroachment. Second Party agrees to remove the Encroachment within forty-five (45) days of receiving notice from First Party, failing which all rights granted under this Agreement shall become null and void and First Party may remove the Encroachment from First Property.

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The terms of this Agreement shall be binding upon First Party, Second Party and their successors in title and assigns.

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

FIRST PARTY
NEW ENGLAND MUTUAL LIFE
INSURANCE COMPANY

BY: COPLEY REAL ESTATE ADVISORS, INC.,
As Asset Manager and Advisor

BY: [Signature]
STEPHEN H. ANTHONY
Title: Managing Director

Attest: [Signature]
Kenneth A. Horgan
Title: Assistant

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

[Signature]
Unofficial Witness

[Signature]
Notary Public

(NOTARIAL SEAL)
JOAN M. SUTTON, Notary Public
My Commission Expires Sept. 7, 1988

(SEAL)
1982
COPLEY REAL ESTATE ADVISORS, INC.

SECOND PARTY

[Signature] (SEAL)
SOPHIE G. LEWIS

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

[Signature]
Unofficial Witness

[Signature]
Notary Public

(NOTARIAL SEAL)
CONNIE L. LAMM, Notary Public
My Commission Expires June 6, 1984

	THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE.	DATE OF REVIEW: 01/11/01	BY: [Redacted]
	AUTHORITY: 50 CFR 17.104	REVIEWED BY: [Redacted]	DATE: 01/11/01

