

After recording return to:
HunterMaclean
455 Sea Island Road
St. Simons Island, Georgia 31522

STATE OF GEORGIA
COUNTY OF GLYNN

**PRIVATE ACCESS AND UTILITY EASEMENT AGREEMENT
FOR
COASTAL ESTATES**

THIS PRIVATE ACCESS AND UTILITY EASEMENT AGREEMENT FOR COASTAL ESTATES (“Agreement”) is made this the ___ day of May, 2022, by RLF Kingsland Properties, LLC, a Colorado limited liability company duly registered with the Georgia Secretary of State (“**Present Owner**”).

WITNESSETH

WHEREAS, Present Owner is the record owner of that certain real property located in Glynn County, Georgia, known as Lot 1D, Lot 2D, Lot 3D and Lot 4D, Coastal Estates, as shown on the subdivision plat entitled “An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract” prepared by Thomas & Hutton Surveying, LLC, Registered Surveyor No. 2612, dated February 11, 2022 and recorded in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 427 (the “**Coastal Estates Plat**”);

WHEREAS, Lot 1D, Lot 2D, Lot 3D and Lot 4D as shown on the Coastal Estates Plat and more particularly described on the attached Exhibit “A” (individually “**Lot**” and, collectively, the “**Lots**”) will use the 60-foot Private Access & Utility Easement shown on the Coastal Estates Plat (the “**Private Access & Utility Easement**”) to access the individual Lots and U.S. Highway 17;

WHEREAS, Present Owner desires to provide the terms and conditions of the Private Access & Utility Easement in this Agreement.

NOW, THEREFORE, Present Owner does hereby publish and declare the following terms and conditions to affect and be deemed to run with title to the Lots from the date of recording of this Agreement:

Article I. Private Access Easement

Section 1.1 Private Access Easement. In the location shown on the Coastal Estates Plat, Present Owner declared, created, reserved, and established the 60-foot Private Access & Utility Easement.

Section 1.2 Benefit, Burden, and Use. The Private Access & Utility Easement is not for public use, is perpetual, and has been created for the benefit of the Lots to which the Private Access & Utility Easement provides access from U.S. Highway 17 and burdens the Lots on which the Private Access & Utility Easement is located. The Private Access & Utility Easement is for vehicular and pedestrian ingress and egress over, across and through the burdened Lots to, from and between the benefited Lots and U.S. Highway 17, a public highway, within that area more particularly shown as “60' PRIVATE ACCESS & UTILITY EASEMENT” on the Coastal Estates Plat. No owner of a Lot or person using the easement through the right of an owner shall use the Private Access & Utility Easement to park vehicles or equipment on or otherwise use the Private Access & Utility Easement except as specifically described in this Agreement and the Coastal Estates Plat.

Section 1.3 Driveways. As of the date of this Agreement, there are pre-cut partial driveways from the Private Access & Utility Easement to each Lot. The driveway access for each Lot shall remain in the pre-cut location and no additional driveways from a Lot to the Private Access & Utility Easement shall be constructed. Each Lot owner shall be allowed to improve the pre-cut driveway on the owner's Lot; provided however, any improvements which widen the driveway are limited to no wider than 50 feet.

Section 1.4 Tree Buffer within the Lots. A 20-foot tree buffer shall be maintained along the boundary of the Private Access & Utility Easement within the Lots (“**Tree Buffer**”) and no trees that lie within the Tree Buffer may be cut or endangered. The exceptions to the Tree Buffer are: (a) the one driveway in the maximum width stated in Section 1.3 above to access the Private Access & Utility Easement from a Lot, and (b) dead trees or trees creating a hazardous or unsafe condition, or trees having a circumference of less than eight inches, may be cut.

Section 1.5 Entrance Gate, Utility, Roadway, and Landscaping Improvements; Allocation; Payment and Collection of Costs. An entrance gate, utility improvements, roadway improvements, and landscaping improvements for the four Coastal Estates Lots have been or will be constructed within the Private Access & Utility Easement area on Lot 1D and Lot 4D. Additional roadway improvements, utility improvements, and landscaping improvements have been or will be constructed within the Private Access & Utility Easement area on Lot 2D and 4D. The entrance gate will serve all four Lots. Portions of the utility improvements, roadway improvements, and landscaping improvements will serve some or all Lots. There will be maintenance, repair, replacement, and operating costs for the entrance gate, utility improvements, roadway improvements, and landscaping improvements (collectively, the “**Improvements**”). All Lot owners will share equally in the maintenance, repair, replacement, and operating costs of the Improvements, except as caused by negligence of willful act of an owner described in Section 1.6. It shall be the responsibility of the

owner of Lot 4D (the “**4D Owner**”), the 4D Owner’s successors and assigns, to: (a) determine the necessity for maintenance, repair, replacement, and operation of the Improvements, (b) pay the costs associated with the same, and (c) collect the allocated costs from the other Lot owners, provided however, the 4D Owner may condition any maintenance, repair, replacement, or operation of the Improvements on prepayment of the costs by the other Lot owners in the 4D Owner’s sole discretion. The 4D Owner shall provide a statement in writing to the other three Lot owners of the incurred or estimated costs and the amount owed by each Lot owner. It shall be in the 4D Owner’s sole discretion whether to provide monthly, quarterly, or annual statements, and statements may be hand delivered, sent by e-mail, or regular U.S. Mail to the address appearing on the Glynn County tax records for the Lots, notwithstanding Section 6.2 below. The amount due shall be paid to the 4D Owner within 15 days of the date sent by the 4D Owner regardless of when received. Interest shall accrue on any unpaid amounts remaining after the due date at rate equal to lower of: (x) the prime rates stated in the Wall Street Journal, plus five basis points: or (y) the highest rate permitted by applicable law.

Section 1.6 Cause of Damage. If the negligence, willful act, or use of the Private Access & Utility Easement by a Lot owner or person using the easement through the right of an owner shall cause damage to or destruction of any portion of the Private Access & Utility Easement or the Improvements, the owner causing the damage shall bear the entire cost of repair or reconstruction. The repairs will be ordered by the 4D Owner and the owner causing the damage must pay the contractors directly in accordance with any payment terms required by the contractors; however, if the owner causing the damage fails to pay the contractors directly, the amount due may be billed and collected by the 4D Owner in the 4D Owner’s sole discretion, and unpaid amounts will bear interest, in the same manner as stated in Section 1.5.

Section 1.7 Failure to Pay. A failure by any Lot owner to pay the Lot’s allocated share may be enforced by any other owner in accordance with the enforcement remedies provided below. There shall be no right to lien by any owner against another’s Lot for any sums due herein; however, should a judgment be obtained against any owner, a judgment lien is authorized by this Agreement.

Article II. Utility Easement

Section 2.1 Utility Easement. On the location shown on the Coastal Estates Plat, Present Owner declared, created, reserved, and established, for the benefit of the Lots, a nonexclusive, perpetual easement for utilities on, under or across the same area as covered by the Private Access & Utility Easement. This utility easement shall encompass, without limitation, easements for the maintenance and use of utility lines and related facilities, if any, now existing or in the future installed on or under the area of the Private Access & Utility Easement and is subject to the terms and conditions of this Agreement.

Article III. Applicability

Section 3.1 Runs with Land. This Agreement runs with the land and title to the Lots. It burdens the Lots, Present Owner, the future owners and occupants of the Lots, and their respective successors and assigns in title to any part of the Lots, and benefits Present Owner as Present Owner and as owner of adjacent and nearby property, and any successor-in-title to Present Owner. If an owner of a Lot also owns land adjacent to that Lot, including without limitation as to Lot 1D,

Coastal Estates and the land adjacent to it, the easement granted for the benefit of that Lot may also be utilized to access the adjacent land.

Section 3.2 Applicability. This Agreement applies to all owners, occupants, invitees, and other persons using or present on the Lots, all of whom shall comply with the terms of the easements stated in this Agreement.

Article IV. Enforcement

Section 4.1 In addition to any other right, remedy or power stated in this Agreement or available under applicable law, while Present Owner still owns any Lot, Present Owner may in its discretion commence any suit or action at law or in equity to enjoin any violation of the Agreement or applicable law or to recover monetary damages, or both. Owners of any Lot may also commence any suit or action at law or in equity to enjoin any violation of the Agreement or applicable law or to recover monetary damages, or both.

Section 4.2 If any Lot Owner prevails in any action to enforce this Agreement, it may recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred in the action.

Article V. Indemnification

If, because of any act or omission of any Lot owner, any lawsuit, mechanic's or other lien or order for the payment of money shall be filed against another owner's Lot or against any other owner, the owner whose act or omission forms the basis for such lawsuit, lien or order shall at that owner's own cost and expense indemnify and hold the other owner harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

Article VI. Miscellaneous

Section 6.1 Amendment. While Present Owner still owns any Lot, Present Owner may unilaterally amend this Agreement for any purpose, provided no amendment may adversely affect the title to the Lots. If Present Owner no longer owns any Lot, this Agreement may be amended only upon unanimous written approval in recordable form of all Lot owners.

Section 6.2 Notices. All notices, demands, statements, or other communications required or permitted by this Agreement will be in writing and will be deemed to have been duly given if delivered personally, sent by nationally recognized next-day delivery service, or sent by registered or certified mail, return receipt requested:

A. If to an owner or occupant, (i) to the address appearing on the Glynn County tax records for the owner's or occupant's Lot, or (ii) to the physical address of the Lot if the owner or occupant accepts mail at that address; and

B. If to Present Owner, (i) to the registered agent of Present Owner; (ii) to the principal office of Present Owner; and (iii) to such other address designated in writing by Present Owner to the owner of the Lots from time to time.

The date of any notice, demand or delivery will be the time of actual delivery, as evidenced by a signed receipt of delivery, if made in person; one business day after deposit in the ordinary course of business, if by overnight commercial courier; or three business days after the date of postmark, if by mail. Rejection or other refusal to accept or inability to deliver because of changed address of which no written notice was given will be deemed to be receipt of such notice, demand or delivery.

Section 6.3 Interpretation; Headings. The use of the words “include,” “including” or variations and correlatives (as in “such as” and “like”) in this Agreement are by way of example rather than by limitation. This Agreement will be construed without reference to any rule of law which provides that ambiguities in a contract are to be resolved against the drafter. The captions of each article, section, and subsection of this Agreement are added as a matter of reference only and have no effect in the construction of any provision of this Agreement.

Section 6.4 Applicable Law; Jurisdiction; Venue. This Agreement will be interpreted under Georgia law. Each owner, by accepting title to a Lot, and each occupant and invitee by such person’s presence on any part of a Lot, submits to personal jurisdiction of the state and district courts of Glynn County, Georgia and the federal courts of the Southern District of Georgia. Venue will lie exclusively in the state and district courts of Glynn County, Georgia, or the federal courts of the Southern District of Georgia.

Section 6.5 Time of Essence. Time is of the essence in this Agreement, and no accommodation, dispensation or agreement by any person in one transaction or circumstance with respect to any period stated in this Agreement will waive, amend or alter this provision in any other transaction or circumstance.

Section 6.6 Severability. Invalidation of any provision or sentence of this Agreement, or the application of any provision of this Agreement, in whole or in part, by judgment or court order will in no way affect the other provisions, sentences or applications, and the operation of any applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, Present Owner has executed this Agreement, by and through its duly authorized signatory, on the day and year first above written.

RLF KINGSLAND PROPERTIES, LLC

By: _____
Name: Aaron M. Patsch
Its: Authorized Signatory

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

Exhibit “A”

Legal Description of the Lots

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M.D. of Glynn County, Georgia, being described and identified as Lots 1D, 2D, 3D and 4D, Coastal Estates on the subdivision plat entitled “An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract” prepared by Thomas & Hutton Surveying, LLC, Registered Surveyor No. 2612, dated February 11, 2022 and recorded in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 427.