

RECORDATION REQUESTED BY:
Hatcher, Stubbs, Land, Hollis &
Rothschild, a Limited Liability
Partnership
Attn: John M. Tanzine, III
Post Office Box 2707
Columbus, GA 31902-2707

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**AGREEMENT REGARDING CONVEYANCE OF EASEMENTS
AND DESIGNATION AS COMMON PROPERTY
(GAINES CREEK OF GREEN ISLAND)**

Columbus, Muscogee County,
State of Georgia.

THIS AGREEMENT REGARDING CONVEYANCE OF EASEMENTS AND DESIGNATION AS COMMON PROPERTY (GAINES CREEK OF GREEN ISLAND) (hereinafter referred to as the "Agreement") is made and entered into as of the 12 day of April, 1999, by and between THE JORDAN COMPANY, a Georgia corporation having its principal office and place of business in Columbus, Muscogee County, Georgia (hereinafter referred to as the "Declarant"), and GAINES CREEK OF GREEN ISLAND HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation having its principal office and place of business in Columbus, Muscogee County, Georgia (hereinafter referred to as the "Association");

WITNESSETH THAT:

WHEREAS, pursuant to and by virtue of Paragraph 7.01(d) of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Gaines Creek of Green Island, dated October 9, 1995, and recorded in Deed Book 4334, page 76, in the Office of the Clerk of the Superior Court

of Muscogee County, Georgia (hereinafter referred to as the "Declaration"), the Declarant reserved to itself and its successors and assigns, perpetual easements in, on, across, over and under those portions of Lots 1 and 29, Block "A," of the "Development" (as defined in the Declaration), as more particularly shown and depicted, and designated as a "Landscaping, Signage and Wall Easement," on that certain plat or survey entitled "Final Plat of Gaines Creek of Green Island, Lying in Land Lot 96, 8th District, Columbus, Muscogee County, Georgia," prepared by Jordan, Jones and Goulding, Inc., dated August 21, 1995, and recorded in Plat Book 129, folios 22, 23, 24, 25 and 26, in the Office of the aforesaid Clerk (such plat or survey being referred to in the Declaration and in this Agreement as the "Development Survey"); and

WHEREAS, the Declarant desires to grant, transfer and convey to the Association the above described perpetual rights and easements and to designate such rights and easements as "Common Property" (as defined in the Declaration) for the use, benefit and enjoyment of all Lots and the Owners thereof as provided in the Declaration; and

WHEREAS, pursuant to and by virtue of Paragraph 7.01(c) of the Declaration, the Declarant reserved to itself and its successors and assigns, certain perpetual rights and easements in, on, across and over Lots 1, 2, 3, 4, 5 and 29, Block "A," of the Development, as set forth and described in said Paragraph 7.01(c), and the Declarant desires to grant, transfer and convey to the Association such perpetual rights and easements and to designate such rights and easements as Common Property for the benefit of all Lots and the Owners thereof as provided in the Declaration;

NOW, THEREFORE, for and in consideration of the premises hereof, the mutual covenants and agreements hereinafter contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant and the Association hereby covenant and agree as follows:

ARTICLE I

GRANT AND CONVEYANCE OF LANDSCAPING, SIGNAGE
AND WALL EASEMENTS AND
DESIGNATION AS COMMON PROPERTY

(A) The Declarant hereby grants, transfers and conveys to the Association and its successors and assigns, all of the Declarant's right, title and interest in and to the perpetual rights and easements reserved by the Declarant in Paragraph 7.01(d) of the Declaration, in, on, across, over and under those portions of Lots 1 and 29, Block "A," of the Development as more particularly shown

and depicted on the Development Survey, and designated as a "Landscaping, Signage and Wall Easement" in Paragraph 7.01(d) of the Declaration and on the Development Survey (hereinafter referred to as the "Landscaping, Signage and Wall Easements"). The foregoing grant and conveyance of such Landscaping, Signage and Wall Easements to the Association shall include all improvements for the entrance to the Development (including, but not limited to, the brick wall, signage, lighting, landscaping and sprinkler/irrigation facilities) constructed or installed by the Declarant and located within said easement areas.

(B) The Declarant hereby designates that such Landscaping, Signage and Wall Easements, together with and including all improvements constructed or installed by the Declarant and located within said easement areas, hereby granted, transferred and conveyed by the Declarant to the Association are and shall be Common Property, as defined in the Declaration, and that such Common Property shall be for the use, benefit and enjoyment of all Lots and the Owners thereof as provided in the Declaration. Such Landscaping, Signage and Wall Easements shall be used for the purposes set forth in Paragraph 7.01(d) of the Declaration, and the Association and such Owners shall have such rights and obligations with respect thereto as set forth and contemplated in the Declaration and this Agreement.

ARTICLE II
GRANT AND CONVEYANCE OF NON-ACCESS,
BUFFER AREA EASEMENTS
AND DESIGNATION AS COMMON PROPERTY

(A) The Declarant hereby grants, transfers and conveys to the Association and its successors and assigns, all of the Declarant's right, title and interest (subject to the last sentence of this subparagraph (A)) in and to the perpetual non-access, buffer area easements reserved by the Declarant in Paragraph 7.01(c) of the Declaration (hereinafter referred to as the "Non-Access, Buffer Area Easements") fifty (50) feet in width in, on, across and over Lots 1, 2 and 29, Block "A," of the Development, and seventy-five (75) feet in width in, on, across and over Lots 3, 4 and 5, Block "A," of the Development, all as described in Paragraph 7.01(c) of the Declaration and as more particularly shown and depicted on the Development Survey, for the purposes set forth and described in said Paragraph 7.01(c). Notwithstanding the foregoing grant and conveyance of the Non-Access, Buffer Area Easements to the Association, the Declarant hereby reserves to itself and its successors and

assigns, the perpetual right to enforce the provisions of such Non-Access, Buffer Area Easements for the benefit of the adjacent land of the Declarant.

(B) The Declarant hereby designates that such Non-Access, Buffer Area Easements hereby granted, transferred and conveyed by the Declarant to the Association are and shall be Common Property, as defined in the Declaration, and that such Common Property shall be for the benefit of all Lots and the Owners thereof as provided in the Declaration. The Association and such Owners shall have such rights and obligations with respect to such Non-Access, Buffer Area Easements as set forth and contemplated in the Declaration and this Agreement.

ARTICLE III

ACCEPTANCE BY THE ASSOCIATION

By execution hereof, the Association accepts the above described and designated Common Property granted, transferred and conveyed hereby, and agrees to perform such duties and responsibilities of the Association with respect to such Common Property in accordance with and as provided in the Declaration.

ARTICLE IV

MISCELLANEOUS

(A) This Agreement shall be binding upon and shall inure to the benefit of the successors, successors-in-title and assigns of the parties hereto.

(B) Unless otherwise defined in this Agreement, capitalized terms, when used in this Agreement, shall have the same meanings as such terms have in the Declaration.

(C) If any provision of this Agreement, or any portion thereof, or the application thereof to any persons or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion of this Agreement to any other persons or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(D) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia.

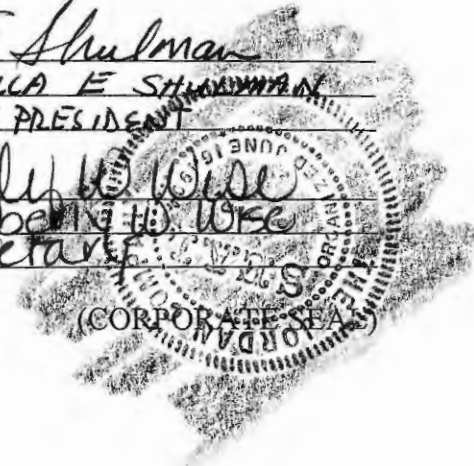
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, by and through their duly authorized corporate officers, as of the day, month and year first above written.

DECLARANT:

THE JORDAN COMPANY

By: Stella E Shulman
Name: STELLA E SHULMAN
Title: VICE PRESIDENT

Attest: Kimberly W. Wise
Name: Kimberly W. Wise
Title: SECRETARY



Signed, sealed, attested and delivered in the presence of:

Donetta C. Baver
Witness

Rosemarie A. McGuire
Notary Public

[NOTARIAL SEAL]
Date of Execution by Notary: 4-12-99
My Commission Expires: 8-21-99

ASSOCIATION:

GAINES CREEK OF GREEN ISLAND HOMEOWNERS ASSOCIATION, INC.

By: Stella E Shulman
Name: STELLA E SHULMAN
Title: PRESIDENT

Attest: Kimberly W. Wise
Name: Kimberly W. Wise
Title: Secretary



Signed, sealed, attested and delivered in the presence of:

Donetta C. Baver
Witness

Rosemarie A. McGuire
Notary Public

[NOTARIAL SEAL]
Date of Execution by Notary: 4-12-99
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