THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO:

FILED & RECORDING

STATE OF GEORGIA
COUNTY OF FULTON

FEB 23 8 30 AN 193 CLERK OF A RESURT GLASS, McCULLOUGH, SHERRILL & HARROLD 450 MONARCH PLAZA 3414 PEACHTREE ROAD, N. E. ATLANTA, GEORGIA 30236-1162 ATTN: PETER B. GLASS

## ENCROACHMENT EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this <a href="23">23</a> 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 SOPRIE G. LEWIS, party of the second part (hereinafter referred to as "Second Party").

## WITNESSETH

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" Briaroaks Subdivision, per Plat Book 75, page 123, DeKelb County, Georgia Records, known as 1475 Briaroaks 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.

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.

- 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

STEPHEN H. ANTHONY Title: Managing Director

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

Seal Tarnot

Difficial Witness

Movaly Amblic

JOAN M. SUTTON. Notary Public

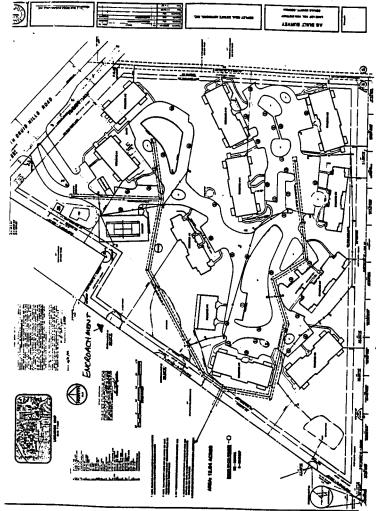
SECOND PARTY

Sophie G. LEWIS

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

(NOTERIAL SERLE) CONTROL OF THE SERVICE SERVIC

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