



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: October 28, 2019

Subject: SECOND READ: Permanent Easement Agreement for DeKalb County Sanitary Sewer at 249 Perimeter Center Parkway

BACKGROUND

There are three existing DeKalb County sanitary sewer mains crossing the new Springwood Connector and the city's property at 249 Perimeter Center Parkway. One of the mains does not currently have a recorded easement for the county to access and maintain its sewer infrastructure. The other two mains had to be realigned as part of the construction of the Springwood Connector necessitating a redrawing of the easements associated with those mains. The attached permanent easements grant access and maintenance rights to the county for its sewer infrastructure.

RECOMMENDATION

Staff recommends approval of the ordinance granting permanent easement rights to DeKalb County for the purposes of accessing and maintaining its sanitary sewer mains.

Denis Shortal Mayor
Eric Linton, ICMA-CM City Manager
Sharon Lowery, CMC City Clerk

Pam Tallmadge City Council Post 1
Jim Riticher City Council Post 2
Tom Lambert City Council Post 3

Terry Nall City Council Post 4
Lynn Deutsch City Council Post 5
John Heneghan City Council Post 6

Packet page:...

AN ORDINANCE AUTHORIZING THE GRANTING OF PERMANENT SEWER EASEMENTS TO DEKALB COUNTY FOR THE PURPOSE OF ACCESSING AND MAINTAINING SANITARY SEWER INFRASTRUCTURE

WHEREAS, the County previously deeded the property located at 249 Perimeter Center Parkway to the City; and

WHEREAS, DeKalb County owns three sanitary sewer mains and associated infrastructure that cross the City property; and

WHEREAS, there is no record of an easement for one of the County’s sewer mains and the recorded easement for the other two mains needs to be redrawn based on realignment of the mains to accommodate the Springwood Connector road project; and

WHEREAS, the City and County agree that it is in the public’s best interest for the County to have access to the sanitary sewer infrastructure for the purpose of maintaining the sanitary sewer system.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, that the Mayor, City Manager, and City Attorney are hereby authorized to execute all necessary documents, including the Permanent Sewer Easements attached hereto and incorporated herein, to grant sanitary sewer access and maintenance rights to DeKalb County.

SO RESOLVED AND EFFECTIVE, this ____ day of _____, 2019.

Approved:

Denis L. Shortal, Mayor

Approved as to Form and Content

Attest:

Sharon Lowery, City Clerk

City Attorney

(Seal)



After Recording, Return One Original to:

DeKalb County
Engineering Services
330 West Ponce De Leon, 2nd Floor
Decatur, GA 30030

Clerk, Please Cross Reference:

Deed Book 23821, Page 215
Deed Book 26612, Page 70
DeKalb County, Georgia Records

**DEKALB COUNTY
PERMANENT SEWER EASEMENT
[Spring Wood Road Relocation]**

PROJECT NAME: KDC/State Farm Phase II - Atlanta

MAP REFERENCE NUMBER: 18 329 04 003 (the "Project")

HANSEN APPLICATION NUMBER: AP 927195

THIS INDENTURE entered into this ____ day of _____, _____, by and between
CITY OF DUNWOODY, GEORGIA, a municipal corporation of the State of Georgia
("Grantor")

and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia.
("Grantee")

WITNESSETH:

Grantor owns the property located in DeKalb County, Georgia, as more particularly described on Exhibit "A" (the "Property"). Pursuant to that Quitclaim Deed dated March 14, 2013 and recorded June 10, 2013 in Deed Book 23821, Page 215 in the Records of DeKalb County, Georgia (the "Deed"), Grantee reserved a twenty (20)-foot easement (the "Easement") over, under, upon, across and through the area described on Exhibit "B" (the "Former Easement Area") for the purpose of maintaining and replacing water and sewer lines (the "Lines").

Grantor has relocated the Lines to the area described on Exhibit "C" and depicted on Exhibit "D" (the "Easement Area"), and Grantee is willing to allow such relocation.

That for and in consideration of TEN AND NO/100ths DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said

Grantor has granted and hereby grants to Grantee, its successors and assigns, the following easements, rights and privileges (collectively called the "Easement"):

1. **A non-exclusive, permanent/perpetual easement for the construction of a manhole and an associated underground sanitary sewer line under (except for the manhole) the Easement Area including the right to construct install, excavate, operate, inspect, test, maintain, use, repair, alter, reconstruct, and upgrade the same (the "Lines");**
2. **A non-exclusive perpetual easement for access, ingress and egress to and from the Easement Area on, over and through only that portion of the Property as is reasonably necessary to exercise the rights granted in this agreement with respect to the Easement.**
3. **A non-exclusive perpetual pedestrian easement over the Property from time to time to access the Easement Area to inspect and survey the Easement Area.**
4. **The right to cut, remove, clear and keep all trees, branches, undergrowth, and other obstructions or Inconsistent Use (as hereinafter defined) from the Easement Area as Grantee may deem reasonably necessary from time to time for the use of the Easement and for the safe operation and maintenance of and access to the Lines.**

The excavation, maintenance, repair and/or replacement of the Lines shall be done at the sole cost and expense of Grantee, shall be conducted with as little inconvenience to Grantor or Grantor's tenants (if any) as is consistent with reasonable progress, and the Easement Area shall be restored to the condition that existed immediately preceding the maintenance, repair or replacement promptly and as a part of the completion of the maintenance, repair or replacement work. Grantor hereby waives for its heirs, successors and/or assigns, any and all rights to any further compensation or claim for damages on account of the work contemplated herein.

Grantee is hereby entitled to the use of the Easement Area for the Easement specifically permitted herein, and any use or activity by any other party that is inconsistent with the permitted uses of Grantee is strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Area shall not be permitted without the express written consent of Grantee. If Grantor requests approval of any particular use or improvements to be constructed in the Easement Area (other than the construction of a roadway and related improvements, which Grantee hereby acknowledges and agrees is expressly permitted), Grantee will promptly respond with approval or disapproval and will state with reasonable detail on the reasons for disapproval. In the event Grantee discovers any use of the Easement Area by any party other than Grantee that interferes with or is inconsistent with Grantee's permitted uses hereunder (the "Inconsistent Use"), Grantee shall notify Grantor in writing. Upon receipt of such written notice, Grantor may, but shall not be required to: (i) cause the Inconsistent Use to be discontinued as promptly as reasonably practical, and (ii) remove all obstructions from the Easement Area, including, without limitation, all facilities, buildings, and other structures, associated with the Inconsistent Use to the extent necessary to avoid interference with Grantee's permitted use of the Easement Area. In the event Grantor does not cause removal of the Inconsistent Use within thirty (30) days after receipt of written notice from Grantee, Grantee shall have the right to remove such Inconsistent Use and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by Grantor and/or the party engaged in such Inconsistent Use. Notwithstanding the foregoing, in

the case of an emergency, Grantee shall have the right to immediately remove the Inconsistent Use without prior notice to Grantor, such removal being at Grantor's and/or the party engaged in such Inconsistent Use cost and expense. Grantee acknowledges and agrees that the construction, installation, repair, maintenance, replacement and use of surface parking lots and landscaping within the Easement Area are not Inconsistent Uses.

Grantor reserves the right to relocate all or any portion of the Lines and the Easement Area in connection with the future development of the Property, provided that such relocation will be at Grantor's sole cost and expense and will not interrupt the service provided by the Lines. Upon any such relocation, Grantor will file a recorded instrument giving record notice of the relocated Easement Area.

Grantor hereby accepts as full and final compensation the sum paid to Grantor as consideration for the property interests acquired by Grantee herein and accepts said sum as the owner of the Easement Area and on behalf of any and all mortgage or lien holders. Grantor hereby warrants that Grantor is the fee owner of the Property and has the right to convey the Easement. Grantor represents and warrants to Grantee that there are no holders of any mortgage or lien on the Easement Area; however, Grantor makes no other warranty, covenant or representation respecting the nature of the quality of the grant of the Easement being hereby conveyed, it being understood and agreed that the grant of the Easement is hereby made subject to any and all easements, conditions, restrictions and other conditions that are of record (or which are otherwise in existence) or which otherwise would be shown on a current, accurate survey of the Property or by an inspection thereof. The provisions of this instrument shall run with and bind the Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs and successors and successors in title and shall be and remain in effect perpetually.

This instrument supersedes all prior discussions and agreements between Grantor and Grantee and contains the entire agreement between the parties with respect to the Easement and other matters described herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this instrument shall be cumulative; however, in the event of any conflict between the terms of this instrument and the terms of any prior easement(s), the terms of this instrument shall apply.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said Grantor has hereunto caused this easement to be executed under seal by its duly authorized representatives as of the day and year first above written.

GRANTOR:

CITY OF DUNWOODY, GEORGIA

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

(NOTARY SEAL)

DO NOT WRITE BELOW THIS LINE – DEKALB COUNTY STAFF ONLY

Initial

_____ Standard Form Confirmed by Staff

_____ Legal Description and Easement Plat Reviewed and Attached

N/A Recording Fees Collected (\$10 first page, \$2 every additional page)

Development Staff Reviewer

Date: ____/____/____

EXHIBIT "A"THE PROPERTY

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All of that tract or parcel of land in the City of Dunwoody and being a portion of Land Lot 329 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at a 3/4 inch diameter rebar found at the intersection of the northerly right-of-way of Interstate 285 (a limited access highway having a variable width right-of-way) and the west line of Land Lot 329, said Land Lot line also being the boundary between DeKalb County and Fulton County and from the Point of Beginning thus established, run North 01 degrees 20 minutes 11 seconds East along said west line of Land Lot 329 and county boundary for a distance of 241.12 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 01 degrees 22 minutes 11 seconds East for a distance of 234.87 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 02 degrees 10 minutes 48 seconds East for a distance of 377.71 feet to a 3/4 inch diameter rebar found;

thence leaving said west line of Land Lot 329 and county boundary, run South 89 degrees 15 minutes 06 seconds East along the south line of 1111 Hammond Drive for a distance of 429.21 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the right for an arc distance of 66.03 feet, said curve having a radius of 75.00 feet, a chord bearing of South 88 degrees 44 minutes 10 seconds East, and a chord length of 63.92 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the left for an arc distance of 41.15 feet, said curve having a radius of 50.00 feet, a chord bearing of South 87 degrees 05 minutes 31 seconds East, and a chord length of 40.00 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run North 69 degrees 00 minutes 08 seconds East for a distance of 56.76 feet to a point on the northwesterly right-of-way of Perimeter Center Parkway (having a variable right-of-way width at this point);

Thence along said northwesterly right-of-way of Perimeter Center Parkway, run South 37 degrees 13 minutes 26 seconds West for a distance of 181.03 feet to a point;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 27 degrees 47 minutes 19 seconds West for a distance of 55.31 feet to a point that is 55.00 feet from the centerline; thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run along a curve to the right for an arc distance of 176.67 feet, said curve having a radius of 5676.56 feet, a chord bearing of South 38 degrees 52 minutes 11 seconds West, and a chord length of 176.67 feet to a point that is 55.00 feet from the centerline;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 39 degrees 45 minutes 41 seconds West for a distance of 212.32 feet to a point 55.00 feet from the centerline.

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run p

along a curve to the left for an arc distance of 27.33 feet, said curve having a radius of 495.07 feet, a chord bearing of South 38 degrees 10 minutes 46 seconds West, and a chord length of 27.33 feet to a point 55.00 feet from the centerline;

thence along the westerly side of the right-of-way of Perimeter Center Parkway, run North 39 degrees 31 minutes 04 seconds West for a distance of 41.47 feet to a point 95.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 70 degrees 47 minutes 09 seconds West for a distance of 12.01 feet to a point 102.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 12 degrees 24 minutes 14 seconds East for a distance of 60.40 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run along a curve to the left for an arc distance of 141.46 feet, said curve having a radius of 498.08 feet, a chord bearing of South 23 degrees 54 minutes 00 seconds West, and a chord length of 140.99 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run North 08 degrees 45 minutes 39 seconds West for a distance of 87.11 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 81 degrees 56 minutes 46 seconds West for a distance of 63.89 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 34 degrees 00 minutes 27 seconds East for a distance of 43.45 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 06 degrees 18 minutes 52 seconds East for a distance of 104.64 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 13 degrees 44 minutes 06 seconds East for a distance of 90.52 feet to a point on the northerly right of Interstate 285;

thence along said northerly right-of-way of Interstate 285, run South 70 degrees 55 minutes 25 seconds West for a distance of 118.16 feet to the **Point of Beginning**.

Said tract or parcel of land contains 234,703 square feet or 5.3880 acres.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

COMMENCING at a 1" square rod found at the Southwest corner of Land Lot 348 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of DeKalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia); thence running along the west line of Land Lot 329, South 00° 47' 51" East, 367.71 feet to the **POINT OF BEGINNING**; thence:

1. North 89° 50' 29" East, 429.34 feet, to a 1/2" RB with cap "LSF000810" set; thence,
2. 66.03 feet along the arc of a curve deflecting to the right and having a radius of 75.00 feet and a chord bearing and distance of South 89° 38' 35" East, 63.92 feet; thence,
3. 41.15 feet along the arc of a curve deflecting to the left and having a radius of 50.00 feet and a chord bearing and distance of South 87° 59' 56" East, 40.00 feet; thence,
4. North 68° 05' 43" East, 58.40 feet; thence,
5. 17.46 feet along the arc of a curve deflecting to the left and having a radius of 237.84 feet and a chord bearing and distance of North 66° 22' 46" East, 17.45 feet, to a 1/2" RB with cap "LSF000810" set; thence,
6. South 35° 27' 17" West, 23.05 feet; thence,
7. South 67° 30' 12" West, 56.76 feet; thence,
8. 41.15 feet along the arc of a curve deflecting to the right and having a radius of 50.00 feet and a chord bearing and distance of North 88° 35' 27" West, 40.00 feet; thence,
9. South 89° 45' 54" West, 63.92 feet; thence,
10. South 89° 14' 58" West, 429.21 feet to a 5/8 inch rebar found on the west line of Land Lot 329; thence,
11. Running along the west line of Land Lot 329, North 00° 47' 51" West, 17.24 feet to the **POINT OF BEGINNING**, containing approximately 8,494 square feet or 0.1950 acres of land, more or less.

EXHIBIT "B"**THE FORMER EASEMENT AREA**

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at a 1" square rod found at the Northwest corner of Land Lot 329 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of DeKalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia); thence, leaving the aforesaid point South $00^{\circ}07'53''$ East for a distance of 367.68 feet; thence, North $89^{\circ}50'29''$ East for a distance of 90.58 feet to a point; said point being the True Point of Beginning.

Thence, from said True Point of Beginning as thus established:

- 1) North $89^{\circ}50'29''$ east for a distance of 43.53 feet;
- 2) Thence, South $70^{\circ}58'01''$ East for a distance of 181.43 feet;
- 3) Thence, South $31^{\circ}24'51''$ East for a distance of 36.52 feet;
- 4) Thence, North $71^{\circ}28'13''$ West for a distance of 244.70 feet;
- 5) Thence, North $09^{\circ}22'13''$ West for a distance of 12.61 feet to the True Point of Beginning, containing 0.13 acres of land, more or less.

POB SHOWN ON THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY TERRAMARK LAND SURVEYING, INC. FOR ATLANTA OFFICE INVESTMENT, L.L.C., STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, TRANSWESTERN INVESTMENT MANAGEMENT, L.L.C., GENERAL ELECTRIC CREDIT EQUITIES, INC., AND CHICAGO TITLE INSURANCE COMPANY, DATED AUGUST 12, 2013.

EXHIBIT "C"THE EASEMENT AREA

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

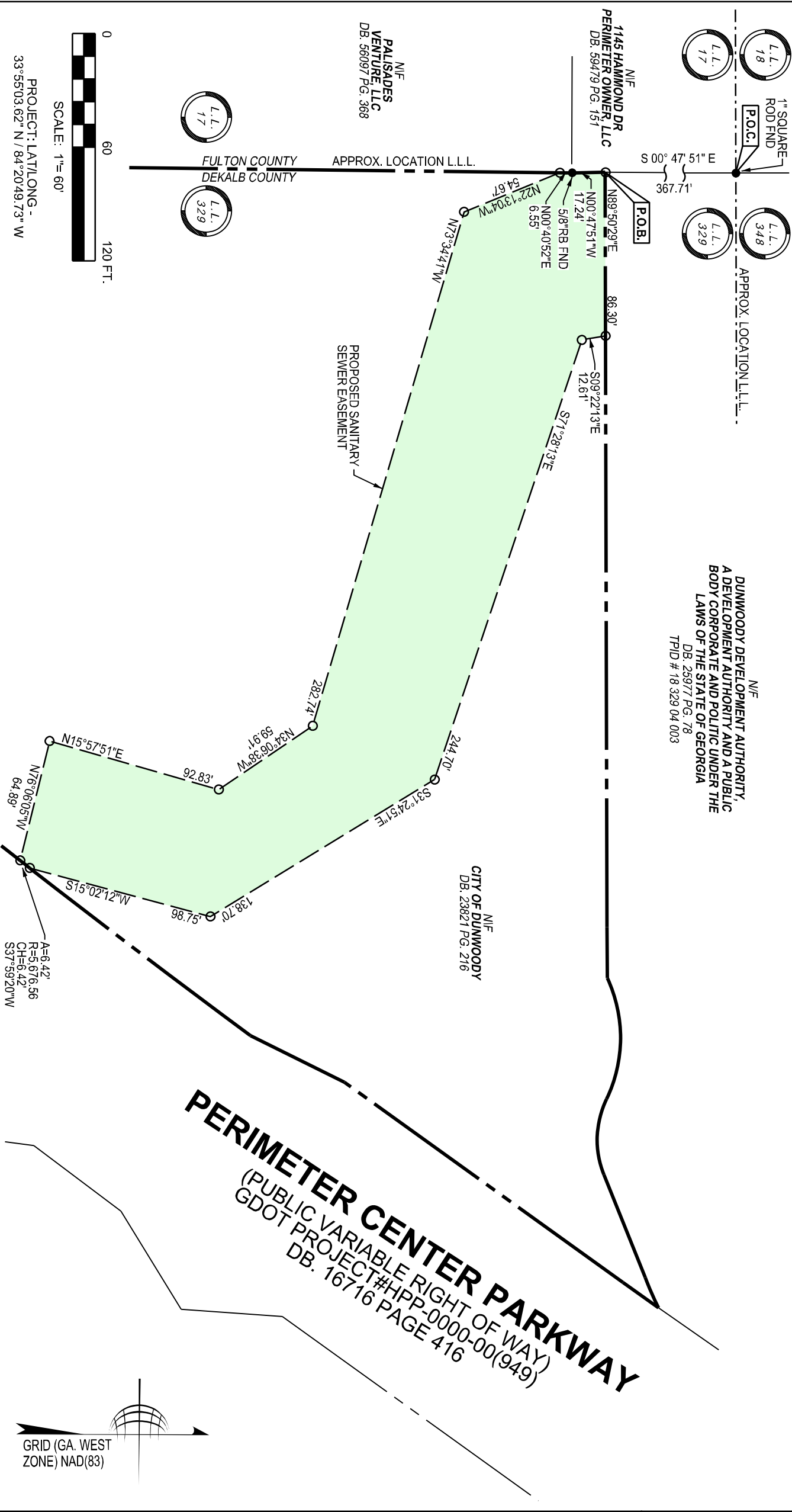
COMMENCING at a 1 inch square rod found at the Northwest corner of Land Lot 329 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia; thence running along the west line of Land Lot 329, South 00° 47' 51" East, 367.71 feet to a ½ inch rebar with a cap "LSF 00810" Set and the Northwest corner of a certain parcel of land currently owned by the City of Dunwoody recorded in Deed Book 23821, Page 215 and Deed Book 26612, Page 70 of the Dekalb County Public Records and the **POINT OF BEGINNING** of the herein described tract or parcel of land; thence, leaving said point and running

1. North 89° 50' 29" East, 86.30 feet along the Northerly line of the aforesaid parcel; thence, leaving the Northerly line of aforesaid parcel and running
2. South 09°22' 13" East, 12.61 feet; thence,
3. South 71° 28' 13" East, 244.70 feet; thence,
4. South 31° 24' 51" East, 138.70 feet; thence,
5. South 15° 02' 12" West, 98.75 feet to a point on the westerly right-of-way line of Perimeter Center Parkway (having a public variable width right-of-way); thence, running with the aforesaid right-of-way line of Perimeter Center Parkway
6. 6.42 feet along the arc of a curve deflecting to the right, having a radius of 5,676.56 feet and being subtended by a chord of bearing South 37° 59' 20" West and distance of 6.42 feet; thence, leaving the aforesaid right-of-way line of Perimeter Center Parkway
7. North 76° 06' 05" West, 64.89 feet; thence,
8. North 15° 57' 51" East, 92.83 feet; thence,
9. North 34° 06' 38" West, 59.91 feet; thence,
10. North 73° 34' 41" West, 282.74 feet; thence,
11. North 22° 13' 04" West, 54.67 feet to a point on the aforesaid Land Lot Line; thence, running with the aforesaid Land Lot Line
12. North 00° 40' 52" East, 6.55 feet to a 5/8-inch rebar found; thence.
13. North 00° 47' 51" West, 17.24 feet to the **POINT OF BEGINNING**, containing 35,794 square feet or 0.8217 acres of land, more or less.

EXHIBIT "D"

DEPICTION OF THE EASEMENT AREA

[SEE ATTACHED ONE (1) PAGE]



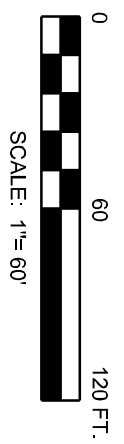
N/E
**DUNWOODY DEVELOPMENT AUTHORITY,
 A DEVELOPMENT AUTHORITY AND A PUBLIC
 BODY CORPORATE AND POLITIC UNDER THE
 LAWS OF THE STATE OF GEORGIA**
 DB. 25977 PG. 78
 TPID # 18 329 04 003

N/E
CITY OF DUNWOODY
 DB. 23821 PG. 216

PERIMETER CENTER PARKWAY
 (PUBLIC VARIABLE RIGHT OF WAY)
 GDOT PROJECT #HPP-0000-00(949)
 DB. 16716 PAGE 416

A=6.42'
 R=5.676.56
 CH=6.42'
 S37°59'20\"/>

GRID (GA. WEST
 ZONE) NAD(83)



PROJECT: LAT/LONG -
 33°55'03.62\"/>

35,794 SQ. FT. / 0.8217 AC. EASEMENT
513 L.F. VARIABLE WIDTH EASEMENT

LOCATED IN LAND LOT 329 18TH DISTRICT CITY OF DUNWOODY, DEKALB COUNTY, GA
DATE: 09/19/19 SHEET NO. 1 OF 1

SKETCH OF PROPOSED SANITARY SEWER EASEMENT AS REQUIRED BY:
CITY OF DUNWOODY

THROUGH THE PROPERTY OF:
CITY OF DUNWOODY

TerraMark Land Surveying, Inc.
 1396 Bells Ferry Road
 Marietta, Georgia 30066
 www.TerraMark.com
 (P) (770) 421-1927



After Recording, Return One Original to:

DeKalb County
Engineering Services
330 West Ponce De Leon, 2nd Floor
Decatur, GA 30030

**DEKALB COUNTY
PERMANENT SEWER EASEMENT
(WHEN INSTALLED BY DEVELOPER)
[Spring Wood Road Extension – City]**

PROJECT NAME: KDC/State Farm Phase II - Atlanta

MAP REFERENCE NUMBER: 18 329 04 003 (the "Project")

HANSEN APPLICATION NUMBER: AP 927195

THIS INDENTURE entered into this ____ day of _____, _____, by and between
CITY OF DUNWOODY, GEORGIA, a municipal corporation of the State of Georgia
("Grantor")

and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia.
("Grantee")

WITNESSETH:

That for and in consideration of TEN AND NO/100ths DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor has granted and hereby grants to Grantee, its successors and assigns, the following easements, rights and privileges (collectively called the "Easement"):

1. **A non-exclusive, permanent/perpetual easement for the construction of a manhole and an associated underground sanitary sewer line under (except for the manhole) that portion of the Property of Grantor located in Land Lot 329 of the 18th District of DeKalb County, Georgia (the "Easement Area") as more particularly described and depicted in Exhibit "A" attached hereto including the right to construct, install, excavate, operate, inspect, test maintain, use, repair, alter, reconstruct, and upgrade the same (the "Lines");**
2. **A non-exclusive perpetual easement for access, ingress and egress to and from the Easement Area on, over and through only that portion of Grantor's Property as is reasonably necessary to exercise the rights granted**

in this agreement with respect to the Easement. The Property of Grantor is described on Exhibit "B" and encompasses the Easement Area.

- 3. A non-exclusive perpetual pedestrian easement over Grantor's Property from time to time to access the Easement Area to inspect and survey the Easement Area.**
- 4. The right to cut, remove, clear and keep all trees, branches, undergrowth, and other obstructions or Inconsistent Use (as hereinafter defined) from the Easement Area as Grantee may deem reasonably necessary from time to time for the use of the Easement and for the safe operation and maintenance of and access to the Lines.**

Except as set forth in that certain Maintenance Guarantee dated [N/A] executed by Grantor, from and after the date of this agreement, the excavation, maintenance, repair and/or replacement of the Lines shall be done at the sole cost and expense of Grantee, shall be conducted with as little inconvenience to Grantor or Grantor's tenants (if any) as is consistent with reasonable progress, and the Easement Area shall be restored to the condition that existed immediately preceding the maintenance, repair or replacement promptly and as a part of the completion of the maintenance, repair or replacement work. Grantor hereby waives for its heirs, successors and/or assigns, any and all rights to any further compensation or claim for damages on account of the work contemplated herein.

Grantee is hereby entitled to the use of the Easement Area for the Easement specifically permitted herein, and any use or activity by any other party that is inconsistent with the permitted uses of Grantee is strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Area shall not be permitted without the express written consent of Grantee. If Grantor requests approval of any particular use or improvements to be constructed in the Easement Area, Grantee will promptly respond with approval or disapproval and will state with reasonable detail on the reasons for disapproval. In the event Grantee discovers any use of the Easement Area by any party other than Grantee that interferes with or is inconsistent with Grantee's permitted uses hereunder (the "Inconsistent Use"), Grantee shall notify Grantor in writing. Upon receipt of such written notice, Grantor may, but shall not be required to: (i) cause the Inconsistent Use to be discontinued as promptly as reasonably practical, and (ii) remove all obstructions from the Easement Area, including, without limitation, all facilities, buildings, and other structures, associated with the Inconsistent Use to the extent necessary to avoid interference with Grantee's permitted use of the Easement Area. In the event Grantor does not cause removal of the Inconsistent Use within thirty (30) days after receipt of written notice from Grantee, Grantee shall have the right to remove such Inconsistent Use and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by Grantor and/or the party engaged in such Inconsistent Use. Notwithstanding the foregoing, in the case of an emergency, Grantee shall have the right to immediately remove the Inconsistent Use without prior notice to Grantor, such removal being at Grantor's and/or the party engaged in such Inconsistent Use cost and expense. Grantee acknowledges and agrees that the construction, installation, repair, maintenance, replacement and use of surface parking lots and landscaping within the Easement Area are not Inconsistent Uses.

Grantor reserves the right to relocate all or any portion of the Lines and the Easement Area in connection with the future development of the Property, provided that such relocation will be at Grantor's sole cost and expense and will not interrupt the service provided by the Lines. Upon any such relocation, Grantor will file a recorded instrument giving record notice of the relocated Easement Area.

Grantor hereby accepts as full and final compensation the sum paid to Grantor as consideration for the property interests acquired by Grantee herein and accepts said sum as the leasehold owner of the

Easement Area and on behalf of any and all mortgage or lien holders. Grantor hereby warrants that Grantor is the leasehold owner of the Property and has the right to convey the Easement. Grantor represents and warrants to Grantee that there are no holders of any mortgage or lien on the Easement Area; however, Grantor makes no other warranty, covenant or representation respecting the nature of the quality of the grant of the Easement being hereby conveyed, it being understood and agreed that the grant of the Easement is hereby made subject to any and all easements, conditions, restrictions and other conditions that are of record (or which are otherwise in existence) or which otherwise would be shown on a current, accurate survey of the Property or by an inspection thereof. The provisions of this instrument shall run with and bind the Easement Area and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs and successors and successors in title and shall be and remain in effect perpetually.

This instrument supersedes all prior discussions and agreements between Grantor and Grantee and contains the entire agreement between the parties with respect to the Easement and other matters described herein. In the event Grantee currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this instrument shall be cumulative; however, in the event of any conflict between the terms of this instrument and the terms of any prior easement(s), the terms of this instrument shall apply.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, said Grantor has hereunto caused this easement to be executed under seal by its duly authorized representatives as of the day and year first above written.

"GRANTOR"

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA
a Delaware limited liability company

Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

(NOTARY SEAL)

DO NOT WRITE BELOW THIS LINE – DEKALB COUNTY STAFF ONLY

Initial

_____ Standard Form Confirmed by Staff

_____ Legal Description and Easement Plat Reviewed and Attached

N/A Recording Fees Collected (\$10 first page, \$2 every additional page)

Development Staff Reviewer

Date: ____/____/____

EXHIBIT "A"**Easement Area - Legal Description and Depiction**

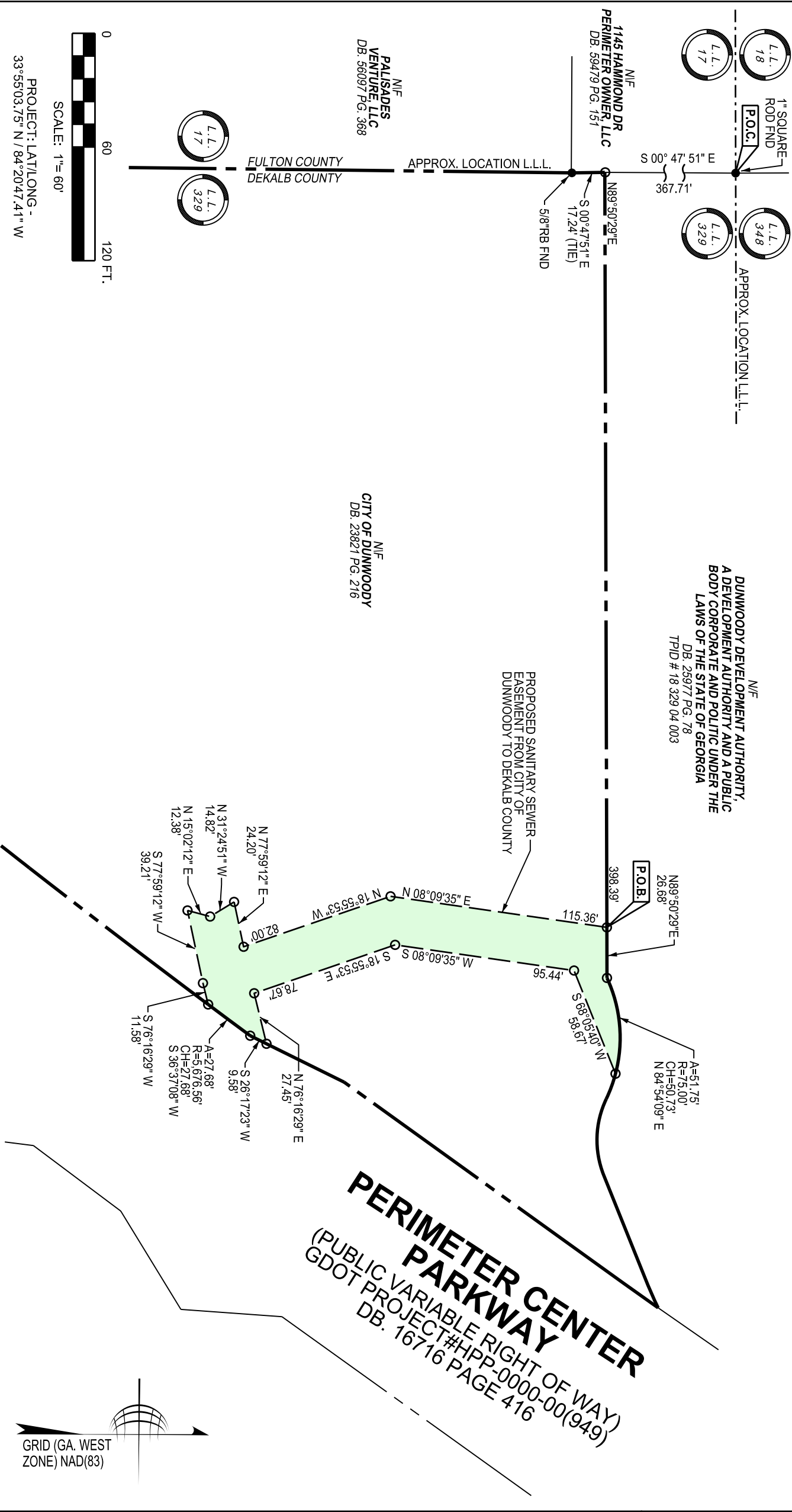
All that tract or parcel of land lying and being in Land Lot 329 of the 18th District of Dekalb County, Georgia and being more particularly described as follows:

COMMENCING at a 1 inch square rod found at the Northwest corner of Land Lot 329 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of Dekalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia; thence running along the west line of Land Lot 329, South 00° 47' 51" East, 367.71 feet; thence, leaving the said Land Lot Line and running with property now or formerly owned by Dunwoody Development Authority a Development Authority and a Public Body Corporate and Politic under the Laws of the State of Georgia per Deed Book 25977, Page 78, as recorded among the records of Dekalb County, Georgia North 89° 50' 29" East, 398.39 feet to the **POINT OF BEGINNING** of the herein described tract or parcel of land.

Thence, continuing with the said property now or formerly owned by Dunwoody Development Authority a Development Authority and a Public Body Corporate and Politic under the Laws of the State of Georgia and running

1. North 89° 50' 29" East, 26.68 feet; thence,
2. 51.75 feet along the arc of a curve deflecting to the right, having a radius of 75.00 feet and a chord bearing and distance of North 84° 54' 09" East, 50.73 feet; thence, leaving the aforesaid property line
3. South 68° 05' 40" West, 58.67 feet; thence,
4. South 08° 09' 35" West, 95.44 feet; thence,
5. South 18° 55' 53" East, 78.67 feet; thence,
6. North 76° 16' 29" East, 27.45 feet; thence,
7. South 26° 17' 23" West, 9.58 feet; thence,
8. 27.68 feet along the arc of a curve deflecting to the right, having a radius of 5676.56 feet and a chord bearing and distance of South 36° 37' 08" West, 27.68 feet; thence,
9. South 76° 16' 29" West, 11.58 feet; thence,
10. South 77° 59' 12" West, 39.21 feet; thence,
11. North 15° 02' 12" East, 12.38 feet; thence,
12. North 31° 24' 51" West, 14.82 feet; thence,
13. North 77° 59' 12" East, 24.20 feet; thence,
14. North 18° 55' 53" West, 82.00 feet; thence,
15. North 08° 09' 35" East, 115.36 feet to the **POINT OF BEGINNING**, containing 7,012 square feet or 0.1610 acres of land, more or less.

(Depiction appears on next page)



N/E
**DUNWOODY DEVELOPMENT AUTHORITY,
 A DEVELOPMENT AUTHORITY AND A PUBLIC
 BODY CORPORATE AND POLITIC UNDER THE
 LAWS OF THE STATE OF GEORGIA**
 DB. 25977 PG. 78
 TPID # 18 329 04 003

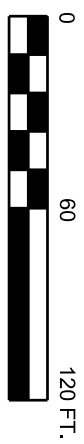
N/E
CITY OF DUNWOODY
 DB. 23821 PG. 216

N/E
**PALISADES
 VENTURE LLC**
 DB. 56097 PG. 368

N/E
**1145 HAMMOND DR
 PERIMETER OWNER, LLC**
 DB. 59479 PG. 151

PROJECT: LAT/LONG -
 33°55'03.75" N / 84°20'47.41" W

SCALE: 1" = 60'



7,012 SQ. FT./ 0.1610 AC. EASEMENT
325 L.F. VARIABLE WIDTH EASEMENT

LOCATED IN LAND LOT 329 18TH DISTRICT CITY OF DUNWOODY, DEKALB COUNTY, GA
DATE: 09/24/19 SHEET NO. 1 OF 1

SKETCH OF PROPOSED SANITARY SEWER EASEMENT AS REQUIRED BY:
CITY OF DUNWOODY

THROUGH THE PROPERTY OF:
CITY OF DUNWOODY

TerraMark Land Surveying, Inc.
 1396 Bells Ferry Road
 Marietta, Georgia 30066
 www.TerraMark.com
 (P) (770) 421-1927

**PERIMETER CENTER
 PARKWAY**
 (PUBLIC VARIABLE RIGHT OF WAY)
 GDOT PROJECT #HPP-0000-00(949)
 DB. 16716 PAGE 416

GRID (GA. WEST
 ZONE) NAD(83)

EXHIBIT "B"**Grantor's Property - Legal Description**

All of that tract or parcel of land in the City of Dunwoody and being a portion of Land Lot 329 of the 18th District of DeKalb County, Georgia and being more particularly described as follows:

Beginning at a 3/4 inch diameter rebar found at the intersection of the northerly right-of-way of Interstate 285 (a limited access highway having a variable width right-of-way) and the west line of Land Lot 329, said Land Lot line also being the boundary between DeKalb County and Fulton County and from the Point of Beginning thus established, run North 01 degrees 20 minutes 11 seconds East along said west line of Land Lot 329 and county boundary for a distance of 241.12 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 01 degrees 22 minutes 11 seconds East for a distance of 234.87 feet to a 5/8 inch diameter rebar set;

thence continue along said west line of Land Lot 329 and county boundary, run North 02 degrees 10 minutes 48 seconds East for a distance of 377.71 feet to a 3/4 inch diameter rebar found;

thence leaving said west line of Land Lot 329 and county boundary, run South 89 degrees 15 minutes 06 seconds East along the south line of 1111 Hammond Drive for a distance of 429.21 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the right for an arc distance of 66.03 feet, said curve having a radius of 75.00 feet, a chord bearing of South 88 degrees 44 minutes 10 seconds East, and a chord length of 63.92 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run along a curve to the left for an arc distance of 41.15 feet, said curve having a radius of 50.00 feet, a chord bearing of South 87 degrees 05 minutes 31 seconds East, and a chord length of 40.00 feet to a point;

thence continuing along the south line of 1111 Hammond Drive, run North 69 degrees 00 minutes 08 seconds East for a distance of 56.76 feet to a point on the northwesterly right-of-way of Perimeter Center Parkway (having a variable right-of-way width at this point);

Thence along said northwesterly right-of-way of Perimeter Center Parkway, run South 37 degrees 13 minutes 26 seconds West for a distance of 181.03 feet to a point;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 27 degrees 47 minutes 19 seconds West for a distance of 55.31 feet to a point that is 55.00 feet from the centerline; thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run along a curve to the right for an arc distance of 176.67 feet, said curve having a radius of 5676.56 feet, a chord bearing of South 38 degrees 52 minutes 11 seconds West, and a chord length of 176.67 feet to a point that is 55.00 feet from the centerline;

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run South 39 degrees 45 minutes 41 seconds West for a distance of 212.32 feet to a point 55.00 feet from the centerline.

thence continuing along said northwesterly right-of-way of Perimeter Center Parkway, run p

along a curve to the left for an arc distance of 27.33 feet, said curve having a radius of 495.07 feet, a chord bearing of South 38 degrees 10 minutes 46 seconds West, and a chord length of 27.33 feet to a point 55.00 feet from the centerline;

thence along the westerly side of the right-of-way of Perimeter Center Parkway, run North 39 degrees 31 minutes 04 seconds West for a distance of 41.47 feet to a point 95.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 70 degrees 47 minutes 09 seconds West for a distance of 12.01 feet to a point 102.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 12 degrees 24 minutes 14 seconds East for a distance of 60.40 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run along a curve to the left for an arc distance of 141.46 feet, said curve having a radius of 498.08 feet, a chord bearing of South 23 degrees 54 minutes 00 seconds West, and a chord length of 140.99 feet to a point 58.00 feet from the centerline;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run North 08 degrees 45 minutes 39 seconds West for a distance of 87.11 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 81 degrees 56 minutes 46 seconds West for a distance of 63.89 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 34 degrees 00 minutes 27 seconds East for a distance of 43.45 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 06 degrees 18 minutes 52 seconds East for a distance of 104.64 feet to a point;

thence continuing along the westerly side of the right-of-way of Perimeter Center Parkway, run South 13 degrees 44 minutes 06 seconds East for a distance of 90.52 feet to a point on the northerly right of Interstate 285;

thence along said northerly right-of-way of Interstate 285, run South 70 degrees 55 minutes 25 seconds West for a distance of 118.16 feet to the **Point of Beginning**.

Said tract or parcel of land contains 234,703 square feet or 5.3880 acres.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 329 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

COMMENCING at a 1" square rod found at the Southwest corner of Land Lot 348 (said corner being the common corner of Land Lots 329 & 348 of the 18th District of DeKalb County, Georgia and Land Lots 17 & 18 of the 17th District of Fulton County, Georgia); thence running along the west line of Land Lot 329, South 00° 47' 51" East, 367.71 feet to the **POINT OF BEGINNING**; thence:

1. North 89° 50' 29" East, 429.34 feet, to a 1/2" RB with cap "LSF000810" set; thence,
2. 66.03 feet along the arc of a curve deflecting to the right and having a radius of 75.00 feet and a chord bearing and distance of South 89° 38' 35" East, 63.92 feet; thence,
3. 41.15 feet along the arc of a curve deflecting to the left and having a radius of 50.00 feet and a chord bearing and distance of South 87° 59' 56" East, 40.00 feet; thence,
4. North 68° 05' 43" East, 58.40 feet; thence,
5. 17.46 feet along the arc of a curve deflecting to the left and having a radius of 237.84 feet and a chord bearing and distance of North 66° 22' 46" East, 17.45 feet, to a 1/2" RB with cap "LSF000810" set; thence,
6. South 35° 27' 17" West, 23.05 feet; thence,
7. South 67° 30' 12" West, 56.76 feet; thence,
8. 41.15 feet along the arc of a curve deflecting to the right and having a radius of 50.00 feet and a chord bearing and distance of North 88° 35' 27" West, 40.00 feet; thence,
9. South 89° 45' 54" West, 63.92 feet; thence,
10. South 89° 14' 58" West, 429.21 feet to a 5/8 inch rebar found on the west line of Land Lot 329; thence,
11. Running along the west line of Land Lot 329, North 00° 47' 51" West, 17.24 feet to the **POINT OF BEGINNING**, containing approximately 8,494 square feet or 0.1950 acres of land, more or less.