

Deed Book 57260 Pg 280
Filed and Recorded Mar-08-2017 02:13pm
2017-0048306
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2.32900
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording please return to:
Kevin Ellington
100 CenturyLink Drive, 3TCW089.1
Monroe, LA 71203

Cross Reference to 57138, 262

Prepared by:
Kevin Ellington
100 CenturyLink Drive, 3TCW089.1
Monroe, LA 71203

Being recorded to add the witness

RECORDING INFORMATION ABOVE

CORRECTIVE EASEMENT AGREEMENT

(This instrument is being recorded solely to correct a deficient execution/attestation in the prior instrument.)

The undersigned The Atlanta Development Authority d/b/a Invest Atlanta, having an address of 133 Peachtree Street, Suite 2900, Atlanta, Georgia 30303, by and through its designated special agent, Atlanta BeltLine, Inc., having an address of 100 Peachtree Street, NW, Suite 2300, Atlanta, Georgia 30303, Attn: Real Estate and Asset Management Director (collectively, "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **CenturyLink Communications, LLC**, a Delaware limited liability company d/b/a CenturyLink, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, upgrade, replace and remove a communication system that Grantee from time to time may require in its sole discretion, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service, if required, to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following property located in the County of Fulton, State of Georgia, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent, which shall not be unreasonably withheld.

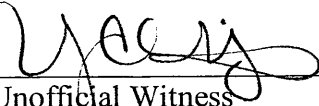
If a relocation of the Facilities is required by any party for any reason, Grantee shall relocate the affected portion of the Facilities only upon receipt of an agreement, in writing, to reimburse Grantee for its costs and expenses incurred in connection with such relocation (including but not limited to relocation design). In the event of any relocation, whether or not for Grantor, Grantor shall provide an alternate location for the Facilities on Grantor's property reasonably acceptable to Grantee that is comparable to the original Easement Tract in terms of size, topography and soil conditions and is as close proximally as is reasonably practicable to the original Easement Tract at no cost to Grantee (the "New Easement Tract"). Once such relocation is completed, Grantor will provide Grantee with a new easement substantially identical to this Easement Agreement for the New Easement Tract which shall be recorded by Grantee, at Grantor's cost, in the real estate records.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTAINED ON NEXT PAGE.)

Signed, sealed and delivered
in the presence of:



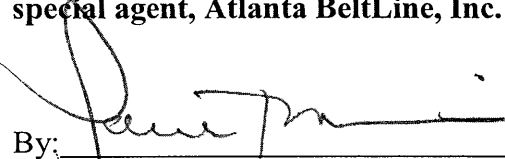
Unofficial Witness



Notary Public

GRANTOR:

**The Atlanta Development Authority d/b/a
Invest Atlanta, a Georgia public body
corporate and politic, by its designated
special agent, Atlanta BeltLine, Inc.**

By: 

Paul F. Morris
President and CEO

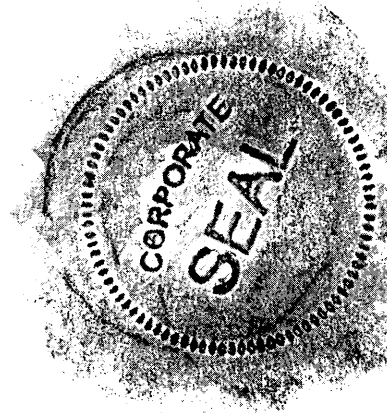
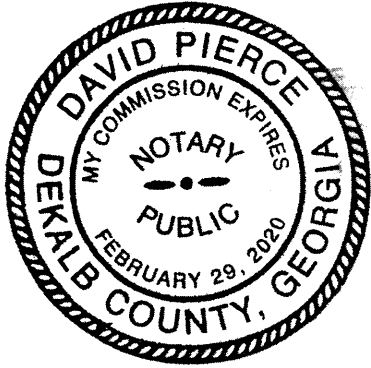


EXHIBIT A TO EASEMENT AGREEMENT**Legal Description of Easement Tract**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 20 OF THE 14TH LAND DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, CONTAINING 0.191 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF NORFOLK SOUTHERN RAILROAD (POB) AND THE SOUTHERN RIGHT-OF-WAY LINE OF EDGEWOOD AVENUE, AS PRESENTLY LOCATED; RUNNING THENCE N 83°46'57" E, 5.06'; THENCE SOUTHEASTERLY AND FOLLOWING A COUNTERCLOCKWISE CURVE; SAID CURVE HAS A RADIUS OF 170.89' AND IS SUBTENDED BY A CHORD OF S 20°16'07" E, 134.87'; THENCE S 43°30'35" E, 22.33'; THENCE A CLOCKWISE CURVE; SAID CURVE HAS A RADIUS OF 132.22' AND IS SUBTENDED BY A CHORD OF S 27°20'20" E, 73.65'; THENCE S 11°10'06" E, 138.32'; THENCE S 73°06'45" W, 320.53'; THENCE N 13°16'07" W, 149.64'; THENCE N 37°23'36" E, 12.93'; THENCE S 13°16'07" E, 147.18'; THENCE N 73°06'45" E, 295.80'; THENCE N 11°10'06" W, 5.03'; THENCE N 73°06'45" E, 5.03'; THENCE N 11°10'06" W, 124.24'; THENCE A COUNTERCLOCKWISE CURVE; SAID CURVE HAS A RADIUS OF 122.22' AND IS SUBTENDED BY A CHORD OF N 27°20'20" W, 68.08'; THENCE N 43°30'35" E, 22.23'; THENCE A CLOCKWISE CURVE; SAID CURVE HAS A RADIUS OF 180.89' AND IS SUBTENDED BY A CHORD OF N 20°31'29" W, 141.27'; THENCE N 83°46'57" E, 5.06' TO THE POINT OF BEGINNING.

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

(ON NEXT PAGE)

**STAMP
ADDED
TO CAPTURE
IMAGE**

