

Ret Water Dept

ENGINE STATION **E**

After recording please return to:
Ronnie Grizzle
110 East Main Street
Suite 150
Cumming, GA 30040



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Fee Amt: \$0.00 Page 1 of 5
Transfer Tax: \$0.00
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

BK **5664** PG **509-513**

STATE OF GEORGIA

COUNTY OF FORSYTH

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 6 day of April, 2010, the undersigned **POLO FIELDS II, LLC**, a Georgia limited liability company, (herein called "Grantor"), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, across, over, upon, under and through the lands of Grantor located in Land Lot 243 of the 2nd District, 1st Section of Forsyth County, Georgia (herein called the "Easement Area") being more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of a certain underground sanitary sewer line (hereinafter the "Sewer Line"), for the purpose of channeling sewage through the public sanitary sewer system, together with the right of entry into and upon the Easement Area for the purpose of effecting the foregoing rights, privileges and easements; and for the purpose of empowering the Forsyth County Water and Sewer Department to permit the installation and maintenance of the Sewer Line, with or without the right of entry.

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on and subject to the following terms and conditions:

1. Grantee shall operate, repair, replace and maintain continuously the Sewer Line within the Easement Area for the benefit of Grantor's property and certain abutting property.
2. The Sewer Line shall be maintained within the location of the Easement Area as shown and/or described on **Exhibit "A"** hereof. A temporary construction easement, if applicable, shall be utilized to facilitate construction and installation of the Sewer Line within areas designated for such purpose on **Exhibit "A"** hereof and shall expire upon the earlier of (i) six (6) months from and after the

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date hereof or (ii) the date of completion of construction and installation of the Sewer Line and acceptance thereof by Forsyth County.

3. Any relocation of the Sewer Line, as may be requested by Grantor, shall be made at Grantor's expense, provided Grantee approves the relocation, which approval shall not be unreasonably withheld or delayed.
4. Subject to the terms hereof, Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now in the Easement Area or that may hereafter be placed on the Easement Area by Grantor or any other person or entity which may interfere with the Sewer Line.
5. Grantee shall have the right, when required by law, governmental regulation, or necessity to conduct scientific or other studies including but not limited to environmental and/or geotechnical studies on or below the ground surface of the Easement Area.
6. The Easement granted herein is exclusive, with the following limitations and conditions: (a) the Easement Area may be crossed at a ninety degree angle by other public or private utilities and may be crossed by streets, sidewalks, paving, curbing and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that all proposed grading (cut or fill) does not adversely impact the Sewer Line, (b) the surface of the Easement Area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon, and provided the subsurface is not penetrated to a depth greater than one foot below the surface, and provided that no irrigation systems are installed on the Easement, and further provided such uses are not inconsistent with the rights granted Grantee herein. By way of example and without limitation of Grantee's control, no vertical structures other than fences (which shall not exceed eight (8) feet in height) may be erected within the Easement Area. Any fences so erected shall be of a type that could easily be removed should maintenance of the Sewer Line be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Easement Area, and must be approved in advance in writing by the Grantee, which approval shall not be unreasonably withheld or delayed. Furthermore, no material grading (cut or fill) may be done within the Easement Area, without written approval from the Grantee, which approval shall not be unreasonably withheld or delayed.
7. If any driveway, parking lot, street or road, whether or not paved, or curb or landscaping which is located within the Easement Area and which is permitted pursuant to Paragraph 6 hereof is damaged or removed as a result of the construction, installation, maintenance, inspection or repair of the Sewer Line by Grantee, Grantee shall, at its sole cost and expense, repair, restore or replace such driveway, parking lot, street, road, curb or landscaping to the condition in which it existed immediately prior to such construction or repair of the Sewer Line.

- 8. After the completion of any installation, repair, maintenance or replacement of the Sewer Line, Grantee, at its sole cost and expense, shall leave the Easement Area and area adjacent thereto in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas and seeded grass areas which may have been disturbed by such work are restored to their former condition as nearly as practicable. Areas where dirt has been removed shall compacted and be sodded or re-seeded and covered with straw by Grantee.

The terms and conditions hereof shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assign, the right, power and interests herein granted, which shall be a covenant running with the title to the Easement Area, but subject always to the covenants and agreement herein set forth.

IN WITNESS WHEREOF, Grantor and Grantee has executed and delivered this Sewer Easement under seal as of the day and year first above written.

GRANTOR:

POLO FIELDS II, LLC

By: [Signature]
Paul M. Grove, Manager

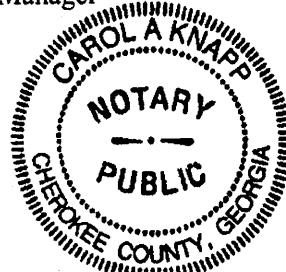
Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires Feb 17, 2012

My Commission Expires:



GRANTEE:

FORSYTH COUNTY BOARD OF COMMISSIONERS

By: [Signature]
County Manager

Attest: [Signature]
Clerk to the Board of Commissioners

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires: [Signature]
CINDY HENDERSON
NOTARY PUBLIC
GEORGIA
June 13, 2013
FORSYTH COUNTY

LEGAL DESCRIPTION
Bridal Station
Sanitary Sewer Easement

All that certain tract or parcel of land lying
and being in Land Lot 243 of the 2nd District,
1st Section of Forsyth County, Georgia and
being more particularly described as follows:

To find the True Point of Beginning of the
Property being described begin at the Southeastern
Intersection of the R/W's of Post Road (R/W varies)
and Majors Road (R/W varies); thence along the
southern R/W of Post Road for a distance of 334.45 feet
to a point; Said point being the True Point of Beginning
of the Property being described:

THENCE leaving said R/W
South 48 degrees 10 minutes 26 seconds East for a
distance of 55.63 feet to a Point;
THENCE North 41 degrees 30 minutes 18 seconds East for a
distance of 156.46 feet to a Point;
THENCE South 48 degrees 29 minutes 42 seconds East for a
distance of 20.00 feet to a Point;
THENCE South 41 degrees 30 minutes 18 seconds West for a
distance of 166.31 feet to a Point;
THENCE South 39 degrees 04 minutes 50 seconds West for a
distance of 10.28 feet to a Point;
THENCE North 48 degrees 10 minutes 26 seconds West for a
distance of 74.67 feet to a Point on the southern R/W of Post Road;
THENCE along said R/W
North 37 degrees 32 minutes 04 seconds East for a
distance of 20.06 feet to a Point;
Thus being the True Point of Beginning;

Together with and subject to covenants, easements, and
restrictions of record.

Said property contains 0.106 acres (4,631 SQ. FT.), more or less.

