

RECORD and RETURN TO:  
Roach, Geiger & Caudill  
Post Office Box 677  
Canton, Georgia 30169

EASEMENT AGREEMENT

GEORGIA, CHEROKEE COUNTY

This grant of easement made this 13<sup>th</sup> day of April, 2006, from CHEROKEE CORNERS HOLDINGS, LLC of the State of Georgia and County aforesaid, hereinafter called Grantor, to the CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY, a Political Subdivision of the State of Georgia, herein called the Grantee.

WITNESSETH, that Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over and under the property of the Grantor in Land Lot 1224, of the 15th District, 2<sup>nd</sup> Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the attached sketch (Exhibit A) attached hereto and made a part hereof showing the dimensions of this easement. The easement covered by this instrument is 16 feet wide and totals approximately 512 square feet in area.

The permanent easement covered by this instrument is for the purpose of a water line, together with the right to go upon said land to install said water line, to inspect, maintain, repair, or replace the same, as may from time to time be necessary. Grantor for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction or installation of any sort of structure, whether permanent or temporary, is in violation of the rights conveyed herein, and are therefore prohibited without written permission from the Grantee.

By this instrument, the Grantor also conveys a temporary construction easement as shown on the sketch for the purpose of the installation of the water line. This temporary easement is 10 feet wide and totals approximately 1,817 square feet in area and shall expire upon completion of construction and acceptance of the water line by the Grantee. Grantee shall be responsible for coordinating with other utilities in the easement areas granted herein so that there is not a disruption of service to Grantor's property. Grantee shall cause to have restored, if necessary, the Grantor's Property to substantially the same condition as it existed prior to this grant of easement within thirty (30) days of Grantee's completion of the work.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and holds title in the name(s) of Grantors shown below. The easement granted herein shall bind the heirs and assigns of the Grantor and shall inure to the benefits of the successors in title of Grantee.

In witness whereof, said GRANTOR has hereunto signed this agreement on the date written above.

WITNESS

1. W. Travis Carter  
Printed Name  
[Signature]  
Signature

GRANTOR(S)  
Cherokee Corners Holdings, LLC  
By: Mimms Investments, A Georgia General Partnership  
1. Robert C. Mimms Partner  
Printed Name  
[Signature]  
Signature

2. \_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature

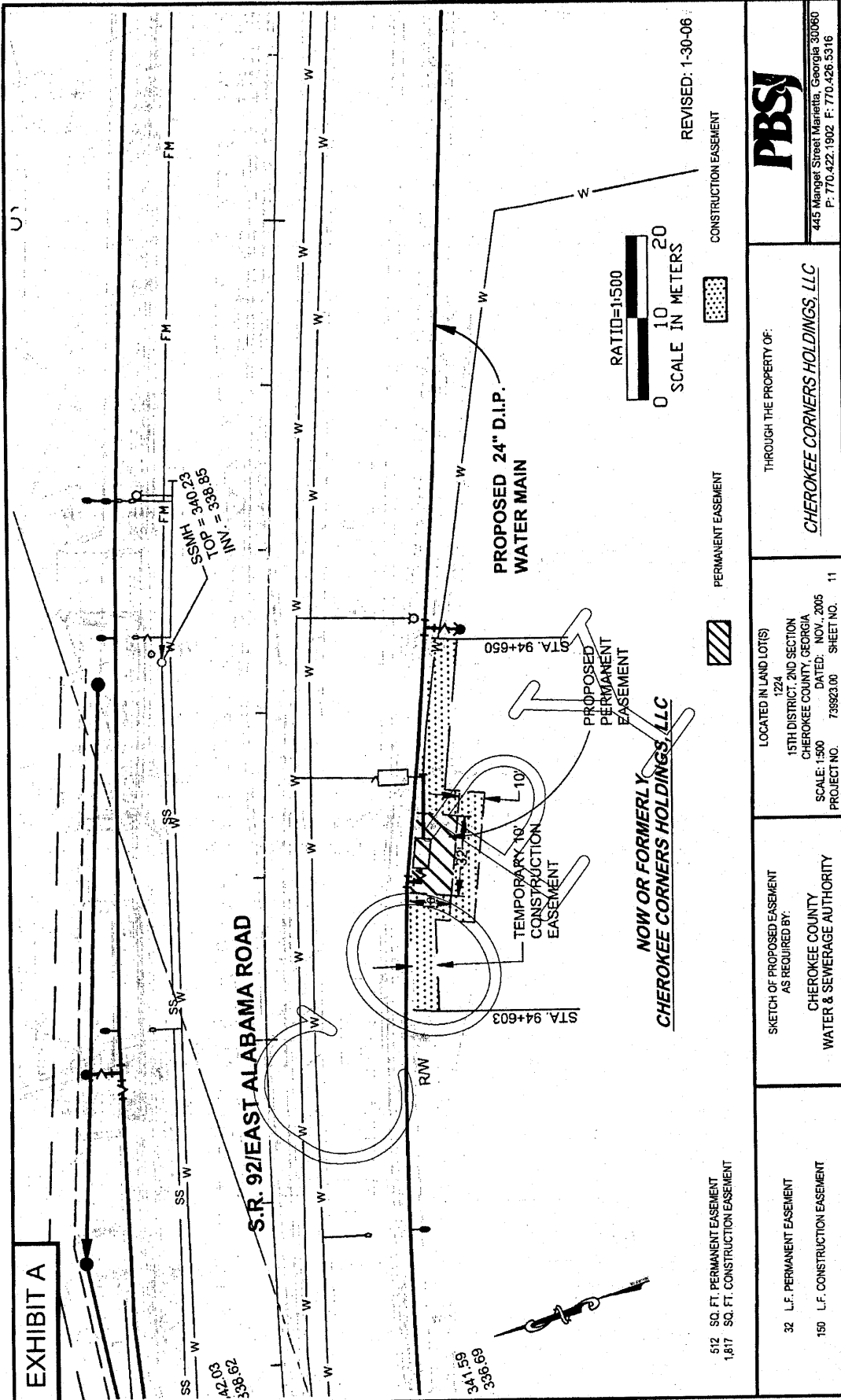
Sworn to and subscribed before me  
this the 13<sup>th</sup> day of April, 2006.

[Signature]  
Notary Public (SEAL)

DEBRA K. KELLY  
My Commission Expires  
December 4th, 2007

SEAL

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512 SQ. FT. PERMANENT EASEMENT  
1,817 SQ. FT. CONSTRUCTION EASEMENT

32 L.F. PERMANENT EASEMENT

150 L.F. CONSTRUCTION EASEMENT

SKETCH OF PROPOSED EASEMENT AS REQUIRED BY:  
CHEROKEE COUNTY  
WATER & SEWERAGE AUTHORITY

LOCATED IN LAND LOT(S)  
1224  
15TH DISTRICT, 2ND SECTION  
CHEROKEE COUNTY, GEORGIA  
SCALE: 1:500 DATED: NOV. 2005  
PROJECT NO. 739923.00 SHEET NO. 11

THROUGH THE PROPERTY OF:  
**CHEROKEE CORNERS HOLDINGS, LLC**



445 Mangat Street Marietta, Georgia 30060  
P: 770.422.1902 F: 770.428.5316