

Parcel ID 18 096 13 023

Prepared by and Return to:

Atlas Technical Consultants LLC

Attn: Bradford Twombly, Esq.

2540 Commerce Avenue, Suite 100

Duluth, GA 30096

QUITCLAIM DEED

STATE OF GEORGIA

DEKALB COUNTY

THIS INDENTURE, made this _____ day of _____, 2020, between **DeKalb County**, a political subdivision of the State of Georgia, (Grantor), and **City of Clarkston**, a municipal corporation of the State of Georgia, (Grantee).

WITNESSETH: That the Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) cash in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the Grantee, its successors and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to those certain parcels of land described as follows:

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 96 of the 18th District, GMD 1328, of DeKalb County, Georgia, and being more particularly shown on Exhibit "A", which is attached hereto and incorporated herein by reference.

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD these said described premises unto the said Grantee and its successors in office, so that neither the Grantor nor its successors, nor any other person or persons claiming under the Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESSETH WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered this
_____ day of _____, 2020,
in the presence of:

DEKALB COUNTY

Witness

By: _____

Title: _____

Notary Public

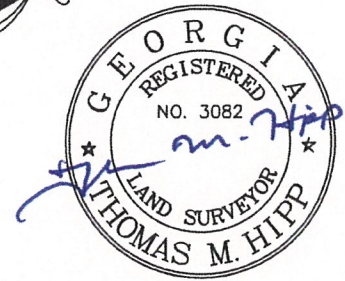
By: _____

Title: _____

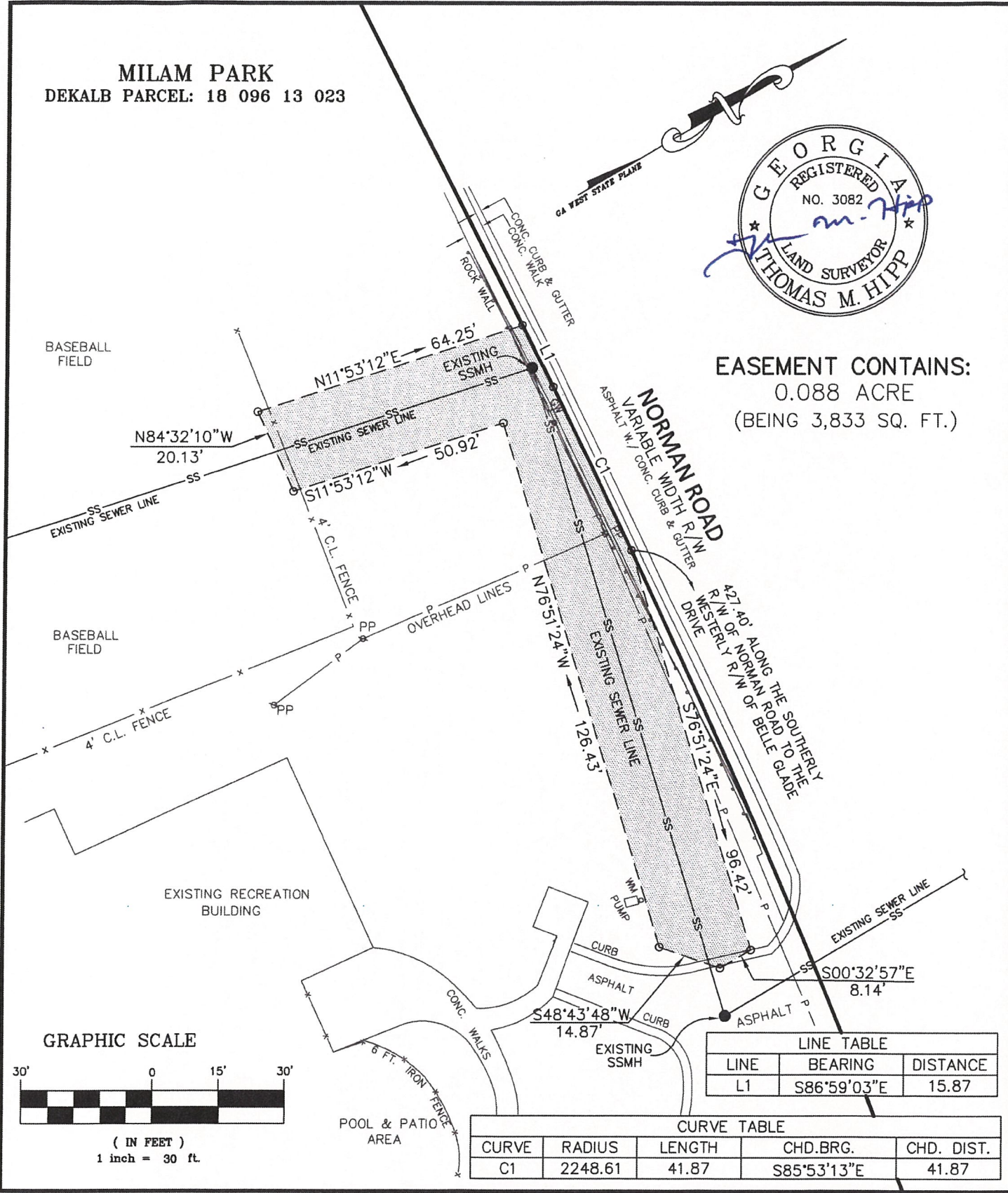
[Corporate Seal]

MILAM PARK
DEKALB PARCEL: 18 096 13 023

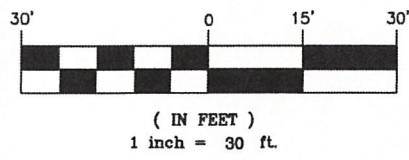
GA TEST STATE PLANE



EASEMENT CONTAINS:
 0.088 ACRE
 (BEING 3,833 SQ. FT.)



GRAPHIC SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S86°59'03"E	15.87

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHD.BRG.	CHD. DIST.
C1	2248.61	41.87	S85°53'13"E	41.87

Revision/Issue		

SANITARY SEWER EASEMENT
FROM: CITY OF CLARKSTON, GEORGIA
TO: DEKALB COUNTY WATERSHED MANAGEMENT
 LOCATED IN MILAM PARK
 L.L. 96, 18TH DIST., GMD 1328
 CITY OF CLARKSTON, GEORGIA

ACR Engineering, inc.
 ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
 600 PINNACLE COURT
 SUITE 685
 NORCROSS, GA 30071
 TEL: (678) 291-0000
 FAX: (678) 291-6887

SANITARY SEWER EASEMENT
LEGAL DESCRIPTION
FOR TAX PARCEL 18 096 13 023

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 OF THE 18th LAND DISTRICT, GEORGIA MILITIA DISTRICT 1328, CITY OF CLARKSTON, DEKALB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE FROM THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BELLE GLADE DRIVE (HAVING A FIFTY FOOT WIDE RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY) AND ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD THE FOLLOWING THREE COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1749.08 FEET, AN ARC LENGTH OF 148.71 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 30 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 148.66 FEET TO A POINT; THENCE NORTH 00 DEGREES 30 MINUTES 55 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2248.61 FEET, AN ARC LENGTH OF 263.69 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 59 MINUTES 39 SECONDS WEST AND A CHORD DISTANCE OF 263.54 FEET TO A POINT BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED AND DEPARTING THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD SOUTH 76 DEGREES 51 MINUTES 24 SECONDS EAST A DISTANCE OF 96.42 FEET TO A POINT; THENCE SOUTH 00 DEGREES 32 MINUTES 57 SECONDS EAST A DISTANCE OF 8.14 FEET TO A POINT; THENCE SOUTH 48 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 14.87 FEET TO A POINT; THENCE NORTH 76 DEGREES 51 MINUTES 24 SECONDS WEST A DISTANCE OF 126.43 FEET TO A POINT; THENCE SOUTH 11 DEGREES 53 MINUTES 12 SECONDS WEST A DISTANCE OF 50.92 FEET TO A POINT; THENCE NORTH 84 DEGREES 32 MINUTES 10 SECONDS WEST A DISTANCE OF 20.13 FEET TO A POINT; THENCE NORTH 11 DEGREES 53 MINUTES 12 SECONDS EAST A DISTANCE OF 64.25 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD THE FOLLOWING TWO COURSES AND DISTANCES: SOUTH 86 DEGREES 59 MINUTES 03 SECONDS EAST A DISTANCE OF 15.87 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2248.61 FEET, AN ARC LENGTH OF 41.87 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85 DEGREES 53 MINUTES 13 SECONDS EAST AND A CHORD DISTANCE OF 41.87 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.088 ACRE (BEING 3,833 SQUARE FEET).

Parcel ID 18 096 13 023

Prepared by and Return to:
Atlas Technical Consultants LLC
Attn: Bradford Twombly, Esq.
2540 Commerce Avenue, Suite 100
Duluth, GA 30096

PERMANENT SEWER EASEMENT

DEKALB COUNTY, GEORGIA

THIS INDENTURE, made this ____ day of _____, 2020, between, the **City of Clarkston**, a municipal corporation of the State of Georgia, hereinafter referred to as party of the first part, and **DEKALB COUNTY**, a political subdivision of the State of Georgia, hereinafter referred to as the party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a **Permanent Sewer Easement**, for the purpose of locating, constructing, installing additional lines, maintaining, repairing, replacing and relocating within same **sanitary sewer lines**, said easement being that property located in Land Lot **96** of the **18th** Land District, GMD 1328, being described by the Tax Parcel No. **18 096 13 023** of DeKalb County, Georgia, and being shown as **Permanent Sewer Easement**, consisting of **0.09 acres (4,097.00 square feet)**, on the **Easement Plat for Project 18-012 General Services**, prepared by **ACR Engineering, Inc.**, for the DeKalb County, consisting of a drawing dated **November 29, 2018** and revised **January 31, 2019**, a copy of which is attached hereto as Exhibit "A" and being incorporated herein by this reference. The said Exhibit "A" shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to the said easement for the purposes previously stated.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that it will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and

across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered this
_____ day of _____, 2020,
in the presence of:

CITY OF CLARKSTON

Witness

By: _____

Title: _____

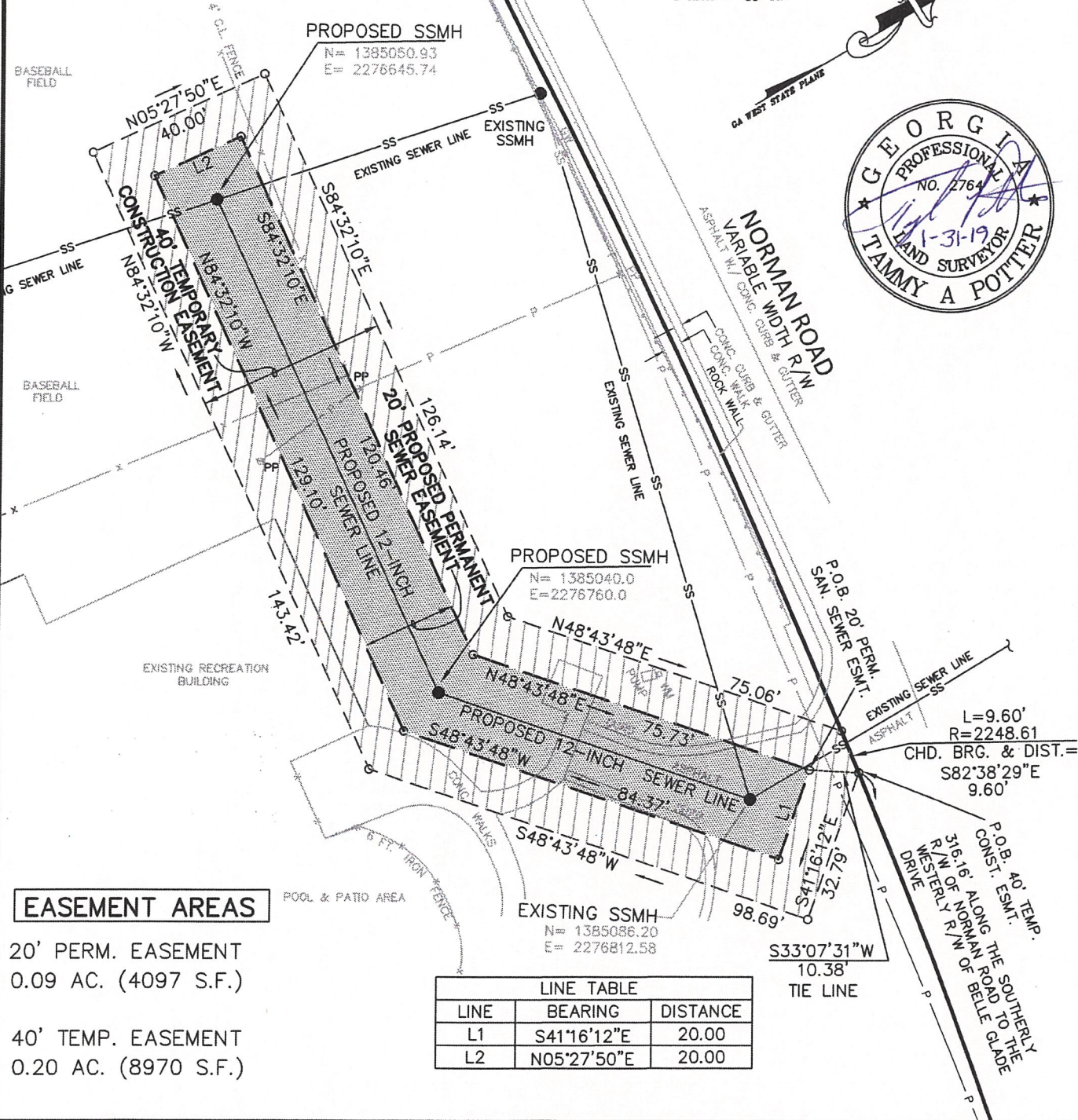
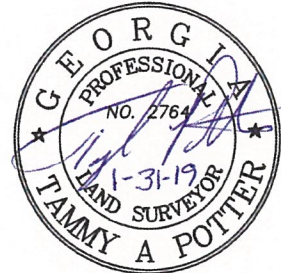
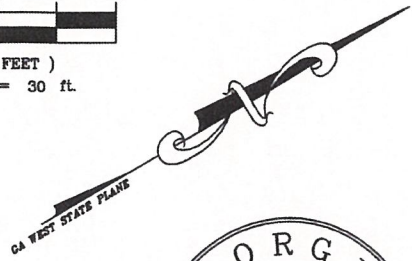
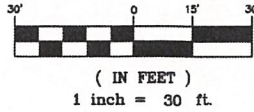
Notary Public

By: _____

Title: _____

MILAM PARK
DEKALB PARCEL: 18 096 13 023

GRAPHIC SCALE



EASEMENT AREAS

20' PERM. EASEMENT
 0.09 AC. (4097 S.F.)

40' TEMP. EASEMENT
 0.20 AC. (8970 S.F.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S41°16'12"E	20.00
L2	N05°27'50"E	20.00

Revision/Issue		
R-1	COMMENTS	11-29-18
R-2	REVISE PROPOSED EASEMENT	1-31-19

SANITARY SEWER EASEMENT
FROM: CITY OF CLARKSTON, GEORGIA
TO: DEKALB COUNTY WATERSHED MANAGEMENT

LOCATED IN MILAM PARK
 L.L. 96, 18TH DIST., GMD 1328
 CITY OF CLARKSTON, GEORGIA

ACR Engineering, inc.
 ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
 800 PINNACLE COURT
 SUITE 685
 NORCROSS, GA 30071
 TEL: (678) 291-0000
 FAX: (678) 291-6887

LEGAL DESCRIPTION REVISION 2
PERMANENT EASEMENT
FOR TAX PARCEL 18 096 13 023

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 OF THE 18th LAND DISTRICT, GEORGIA MILITIA DISTRICT 1328, CITY OF CLARKSTON, DEKALB COUNTY, GEORGIA, AND THE PERMANENT EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO LOCATE THE POINT OF BEGINNING, COMMENCE FROM THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BELLE GLADE DRIVE (HAVING A FIFTY FOOT WIDE RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY) AND ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD THE FOLLOWING THREE COURSES AND DISTANCES: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1749.08 FEET, AN ARC LENGTH OF 148.71 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 81 DEGREES 30 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 148.66 FEET TO A POINT; THENCE NORTH 00 DEGREES 30 MINUTES 55 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2248.61 FEET, AN ARC LENGTH OF 152.45 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 80 DEGREES 34 MINUTES 37 SECONDS WEST AND A CHORD DISTANCE OF 152.42 FEET TO A POINT; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF NORMAN ROAD SOUTH 33 DEGREES 07 MINUTES 31 SECONDS WEST A DISTANCE OF 10.38 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED SOUTH 41 DEGREES 16 MINUTES 12 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 48 DEGREES 43 MINUTES 48 SECONDS WEST A DISTANCE OF 84.37 FEET TO A POINT; THENCE NORTH 84 DEGREES 32 MINUTES 10 SECONDS WEST A DISTANCE OF 129.10 FEET TO A POINT; THENCE NORTH 05 DEGREES 27 MINUTES 50 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 84 DEGREES 32 MINUTES 10 SECONDS EAST A DISTANCE OF 120.46 FEET TO A POINT; THENCE NORTH 48 DEGREES 43 MINUTES 48 SECONDS EAST A DISTANCE OF 75.73 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.09 ACRE (BEING 4,097 SQUARE FEET).

Parcel ID 18 096 13 023

Prepared by and Return to:

Atlas Technical Consultants LLC

Attn: Bradford Twombly, Esq.

2540 Commerce Avenue, Suite 100

Duluth, GA 30096

TEMPORARY CONSTRUCTION EASEMENT

DEKALB COUNTY, GEORGIA

THIS INDENTURE, made this ____ day of _____, 2020, between the **City of Clarkston**, a municipal corporation of the State of Georgia, hereinafter referred to as party of the first part, and **DEKALB COUNTY**, a political subdivision of the State of Georgia, hereinafter referred to as the party of the second part.

WITNESSETH: that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a **Temporary Construction Easement**, for the purpose of locating, constructing, installing additional lines, maintaining, repairing, replacing and relocating within same **sewer lines**, said easement being that property located in Land Lot **96** of the **18th** Land District, being described by the Tax Parcel No. **18 096 13 023** of DeKalb County, Georgia, and being shown as **Temporary Construction Easement**, consisting of **0.020 acres (8,970.00 square feet)**, on the **Easement Plat for Project 18-012 General Services**, prepared by **ACR Engineering, Inc.**, for the DeKalb County, consisting of a drawing dated **November 29, 2018** and revised **January 31, 2019**, a copy of which is attached hereto as Exhibit "A" and being incorporated herein by this reference. The said Exhibit "A" shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to the said easement for the purposes previously stated.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that it will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

NOTE: This easement will expire upon completion of project or nine (9) months from the start of construction, whichever occurs first

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered this
____ day of _____, 2020,
in the presence of:

CITY OF CLARKSTON

Witness

By: _____

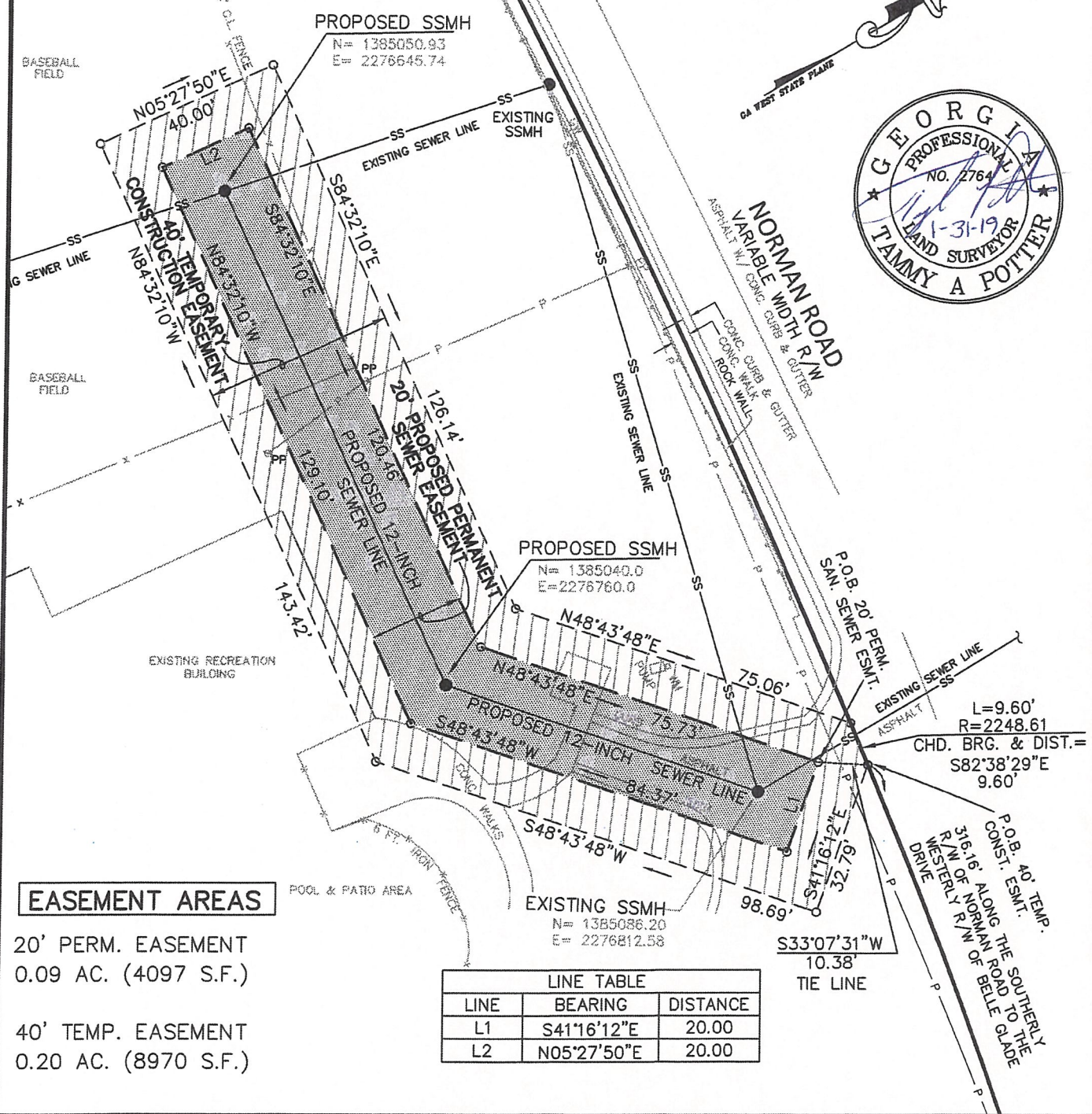
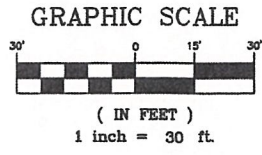
Title: _____

Notary Public

By: _____

Title: _____

MILAM PARK
DEKALB PARCEL: 18 096 13 023



EASEMENT AREAS

20' PERM. EASEMENT
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40' TEMP. EASEMENT
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FROM: CITY OF CLARKSTON, GEORGIA
TO: DEKALB COUNTY WATERSHED MANAGEMENT
LOCATED IN MILAM PARK
L.L. 96, 18TH DIST., GMD 1328
CITY OF CLARKSTON, GEORGIA

ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE COURT
SUITE 685
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