



After Recording, Return One Original to:

DeKalb County  
Engineering Services  
330 West Ponce De Leon, 3<sup>rd</sup> Floor  
Decatur, GA 30030

**DEKALB COUNTY  
PERMANENT WATER EASEMENT**

PROJECT NAME: \_\_\_\_\_

MAP REFERENCE NUMBER: \_\_\_\_\_

HANSEN APPLICATION NUMBER: \_\_\_\_\_

THIS INDENTURE entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between

DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia  
**("Grantor")**

and CITY OF BROOKHAVEN, a municipal corporation 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 20 foot wide permanent/perpetual easement with the right-to-enter on, over, under, through and across that portion of the property of Grantor located in Land Lot 240 of the 18th District of DeKalb County, Georgia (the "Easement Area") as more particularly described in Exhibit "A" – Legal Description attached hereto and as depicted on the "Easement Plat" attached hereto as Exhibit "B" for purposes of owning and operating a Water System, including but not limited to, the construction, installation, operation, inspection, testing maintenance, renewal, rebuilding, use, repair, alteration, reconstruction, upgrade and any and all other activities directly or

**indirectly related to the provision of water and sewer services to the residents of DeKalb County (the “Lines”); and**

**2. 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 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 granting of this easement does not guarantee sewer availability.

Upon the completion of the initial installation and construction of the Lines by Grantee, the 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 a reasonably clean and good condition upon completion of the work. Grantor hereby waives for their 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 uses 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 Grantor. In the event Grantor 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”), Grantor shall notify Grantee in writing. Upon receipt of such written notice, Grantee may, but shall not be required to: (i) cause the Inconsistent Use to be immediately discontinued, 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 Grantor’s permitted use of the Easement Area. In the event Grantee does not cause removal of the Inconsistent Use within thirty (30) days after receipt of written notice from Grantor, Grantor 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 Grantee and/or the party engaged in such Inconsistent Use. Notwithstanding the foregoing, in the case of an emergency, Grantor shall have the right to immediately remove the Inconsistent Use without prior notice to Grantee, such removal being at Grantee’s and/or the party engaged in such Inconsistent Use cost and expense.

Grantor does hereby agree to release, hold harmless and indemnify Grantee from any and all claims and causes of action of any nature by the holders of any mortgage or lien on the 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 has the right to sell and convey said easement and binds themselves, and their heirs, successors and/or assigns forever to defend by virtue of these presents. 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, successors, and/or assigns 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; provided however, in the event of any conflict between the terms of this instrument and the terms of any other easements, the terms of this instrument shall apply.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and affixed seal, the day and year first above written.

Signed, sealed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the presence of:

**GRANTOR:**

**DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_(Dir.)

Name: Michael L. Thurmond

Title: CEO

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires: \_\_\_\_\_

(NOTARY SEAL)

**DO NOT WRITE BELOW THIS LINE – DEKALB COUNTY STAFF ONLY**

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**Initial**

\_\_\_\_\_ **Standard Form Confirmed By Staff**

\_\_\_\_\_ **Legal Description and Easement Plat Reviewed and Attached**

\_\_\_\_\_ **Recording Fees Collected (\$10 first page, \$2 for every additional page)**

\_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Development Staff Reviewer**

**EXHIBIT "A"**

Legal Description

Being two (2) strips or parcels of land running in, through, over and across the property now or formerly owned by DeKalb County, Georgia, as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 2842, Page 26 and Deed Book 5767, Page 723 and as shown on a Sketch of Easement Plat prepared by TerraMark Land Surveying, Inc. and attached hereto, said strips or parcels of land lying and being in Land Lot 240, 18<sup>th</sup> District, of DeKalb County, Georgia and being more particularly described as follows:

**Parcel 1**

To find the Point of Beginning of the **first** strip or parcel of land, commence at a ½ inch capped rebar found at the intersection of the Northwest Right of Way Line of Peachtree Road (a.k.a. State Route 141 – an apparent variable width right of way) and the Southwest Right of Way Line of Osborne Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,406,046.62; East: 2,244,803.63; thence, leaving the said point and running with the said line of Osborne Road, North 34° 29' 04" West, 61.13 feet; thence, North 51° 06' 14" West, 90.51 feet; thence, 23.83 feet along the arc of a curve deflecting to the right, having a radius of 1,367.14 feet and a chord bearing and distance of North 45° 30' 34" West, 23.83 feet to a ½ inch rebar found; thence, leaving the said line of Osborne Road and running adjacent to a subdivision entitled "Brookhaven Park Townhomes" as shown on a Final Plat recorded among the aforesaid Land Records in Plat Book 80, Page 60, North 89° 41' 50" West, 502.25 feet; thence, running adjacent to a subdivision entitled "Brookhaven Park Townhomes, Phase II, Section I" as shown on a Final Plat recorded among the aforesaid Land Records in Plat Book 88, Page 82, South 89° 39' 17" West, 29.25 feet to a ½ inch capped rebar found; thence, running adjacent to the property now or formerly owned by the City of Brookhaven, as described in a deed recorded among the aforesaid Land Records in Deed Book 26276, Page 792, South 25° 41' 12" West, 208.82 feet to the True Point of Beginning of the herein described strip or parcel of land; thence, leaving said Point of Beginning and running

1. South 68° 25' 35" East, 187.27 feet; thence,
2. South 38° 35' 56" East, 67.90 feet; thence,
3. South 51° 24' 04" West, 20.00 feet; thence,
4. North 38° 35' 56" West, 62.57 feet; thence,
5. North 68° 25' 35" West, 183.38 feet; thence,
6. North 25° 41' 12" East, 20.05 feet to the Point of Beginning, containing 5,011 square feet or 0.1150 of an acre of land, more or less.

TOGETHER WITH

**Parcel 2**

To find the Point of Beginning of the **second** strip or parcel of land, commence at a ½ inch capped rebar found at the intersection of the Northwest Right of Way Line of Peachtree Road (a.k.a. State Route 141 – an apparent variable width right of way) and the Southwest Right of Way Line of Osborne Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,406,046.62; East: 2,244,803.63; thence, leaving the said point and running with the said line of Osborne Road, North 34° 29' 04" West, 61.13 feet; thence, North 51° 06' 14" West, 90.51 feet; thence, 23.83 feet along the arc of a curve deflecting to the right, having a radius of 1,367.14 feet and a chord bearing and distance of North 45° 30' 34" West, 23.83 feet to a ½ inch rebar found; thence, leaving the said line of Osborne Road and running adjacent to a subdivision entitled "Brookhaven Park Townhomes" as shown on a Final Plat recorded among the aforesaid Land Records

in Plat Book 80, Page 60, North 89° 41' 50" West, 502.25 feet; thence, running adjacent to a subdivision entitled "Brookhaven Park Townhomes, Phase II, Section I" as shown on a Final Plat recorded among the aforesaid Land Records in Plat Book 88, Page 82, South 89° 39' 17" West, 29.25 feet to a ½ inch capped rebar found; thence, running adjacent to the property now or formerly owned by the City of Brookhaven, as described in a deed recorded among the aforesaid Land Records in Deed Book 26276, Page 792, South 25° 41' 12" West, 362.84 feet to the True Point of Beginning of the herein described strip or parcel of land; thence, leaving said Point of Beginning and running

1. South 21° 34' 25" West, 122.24 feet; thence,
2. North 68° 25' 35" West, 8.79 feet; thence,
3. North 25° 41' 12" East, 122.55 feet to the Point of Beginning, containing 537 square feet or 0.0123 of an acre of land, more or less.

