

After recording, return to:

STATE OF GEORGIA

COUNTY OF DEKALB

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the _____ day of _____, 2021 by and between **DEKALB COUNTY**, a political subdivision of the State of Georgia ("**Grantor**"), and **CITY OF CHAMBLEE**, a public body corporate (the "**Grantee**"; Grantor and Grantee are herein referred to individually as an "**Owner**", and collectively, as "**Owners**").

W I T N E S S E T H :

WHEREAS, Grantor is the fee owner of that certain parcel of property located in DeKalb County, Georgia and more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "**Grantor Property**");

WHEREAS, Grantee is the fee owner of that certain right-of-way known as Blackburn Way located in the City of Chamblee, DeKalb County, Georgia (the "**Grantee Property**"; the Grantor Property and the Grantee Property are herein each individually referred to as a "**Property**" and collectively, the "**Properties**");

WHEREAS, the Owners desire to enter into this Agreement for the establishment of a perpetual easement for the access to and maintenance of a storm water facility on the Grantor Property and other matters as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100ths Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Easement.

(a) Grant. Grantor hereby grants and conveys unto Grantee and its employees, agents, contractors, tenants, customers, invitees, and licensees a non-exclusive, perpetual easement (the “Easement”) in, to, over, and across that portion of the Grantor Property as more particularly described on Exhibit B attached hereto and by this reference made a part hereof and as shown on Exhibit C attached hereto and by this reference made a part hereof (collectively, the “Easement Area”), for the purposes of the maintenance, repair and replacement of the existing stormwater pipe and headwall located on the Grantor Property (the “Stormwater Facility”). Grantee shall operate, maintain, replace and repair the Stormwater Facility at Grantee’s sole cost and expense.

(b) Reservation of Use. Notwithstanding anything to the contrary contained herein, Grantor for itself, its successors and assigns reserves a perpetual, non-exclusive right to use the Easement Area for any and all purposes, including but not limited to, the right to install and maintain landscaping, access roads, service drives, utility lines and related appurtenances under, over and through the Easement Area provided that Grantor’s use does not unreasonably interfere with the rights of Grantee hereunder. No building or other structure or material, permanent obstruction shall be permitted or maintained within the Easement Area, nor shall the grade of the Easement Area be altered so as to materially interfere with the use of the Easement Area as contemplated herein by Grantee.

2. Enforcement. Each Owner may enforce this Agreement by an action at law or in equity. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive. The failure of an Owner to enforce any covenant, condition, restriction or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter or the right to enforce any other covenant, condition, restriction or easement contained herein.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

4. Estoppel Certificate. Within ten (10) days after receipt of a written request therefor from any Owner, the other Owner shall provide the requesting Owner with a written estoppel certificate confirming that there is no existing default under this Agreement or, if such a default exists, then the nature of such default, and whether any sums owed have been paid and the date through which such sums have been paid.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Owners and their respective successors in title and assigns. Any transferee of any Property affected hereby shall automatically be deemed, by acceptance of the title to such property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its respective Property and to have agreed with the then Owner of the other Property affected hereby to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement.

6. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any Property affected hereby, or any portion thereof, to the general public or for

any public use or purpose whatsoever, it being the intention of the parties and their successors in title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors in title, any rights or remedies under or by reason of this Agreement.

7. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The parties hereto shall not be entitled to rely upon any statement, promise, or representation not herein expressed, and this Agreement shall not be modified or altered in any respect except by a writing executed and delivered by the then Owners of the Properties, and recorded in the Fulton County, Georgia public real estate records. The Access Easement granted herein shall be perpetual in length and duration of term and shall be amended or terminated only with the written agreement of the Owners of the Properties. No breach of this Agreement shall terminate the Access Easement set forth herein.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia, or any applicable political subdivision hereof, without regard to principles of conflict of laws.

10. Time. Time is of the essence of this Agreement.

11. Cumulative Rights; No Waiver. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12. No Merger. There shall be no merger of the easement granted hereby with the fee estate of any party, by reason of the fact that a party or any one or more of the Owners may own or hold (a) the estate or interest encumbered by such easement and (b) the fee estate of any of the properties; and no such merger shall occur until such parties and such Owner or Owners, as the case may be, execute a written statement or instrument affecting such merger and shall duly record the same.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Signed, sealed and delivered before me
in the presence of:

GRANTOR:

DEKALB COUNTY,
a political subdivision of the State of Georgia

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

Signed, sealed and delivered before me
in the presence of:

GRANTEE:

CITY OF CHAMBLEE,
a public body corporate

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

[SEAL]

EXHIBIT A

GRANTOR PROPERTY

3305 Catalina Drive, Chamblee, Georgia 30341
Tax ID: 18 298 04 028

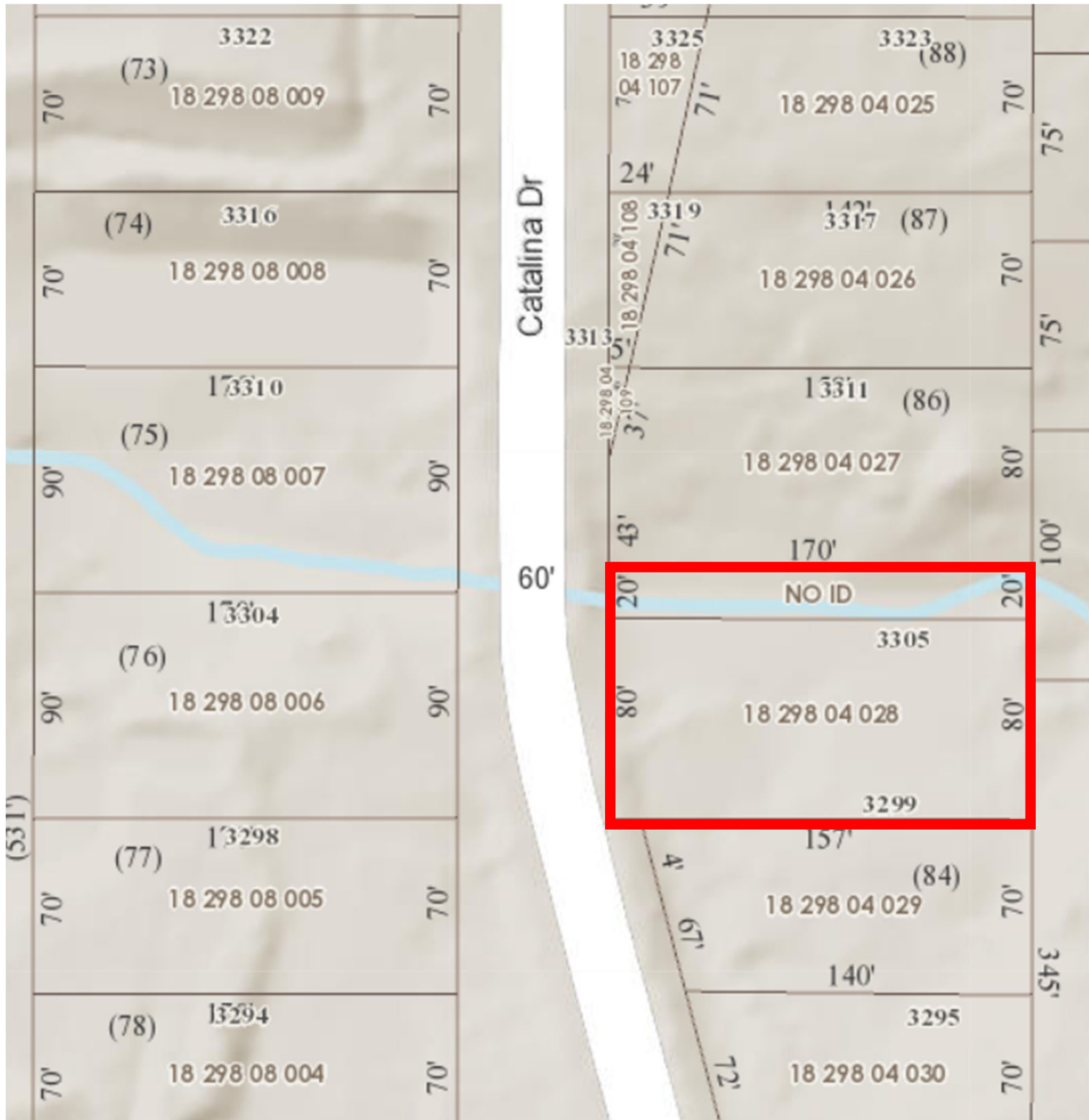


EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

DEKALB COUNTY

TAX PARCEL ID 18 298 04 028

REQUIRED PERMANENT DRAINAGE EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 298 of the 18th District, City of Chamblee, DeKalb County, Georgia, being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Catalina Parkway (variable right-of-way width) said point being at North 1413868.34 feet, East 2256762.29 feet (Georgia West State Plane Coordinates (NAD83)); thence, run along the easterly right-of-way line of Catalina Drive the following courses and distances: along a curve to the right having a radius of 447.46 feet and an arc length of 17.52 feet, said arc being subtended by a chord with a bearing of North 05 degrees 00 minutes 45 seconds West and a length of 17.52 feet, to a point; North 00 degrees 00 minutes 24 seconds West for a distance of 20.12 feet to a point; thence, leaving the easterly right-of-way line of Catalina Drive, run South 89 degrees 47 minutes 27 seconds East for a distance of 27.62 feet to a point; thence South 00 degrees 12 minutes 13 seconds East for a distance of 37.55 feet to a point; thence North 89 degrees 48 minutes 58 seconds West for a distance of 26.22 feet to a point and The True Point of Beginning.

Containing within said bounds 0.024 acres (1,027 square feet) more or less.

EXHIBIT C

DEPICTION OF EASEMENT AREA

