

Please return to:  
GDCR, Attorneys at Law  
Attn: Clay W. Reese, Esq.  
2951 Flowers Road South, Suite 220  
Atlanta, GA 30341  
DEKAL.250037

Cross-reference:  
Deed Book 26697, Page 727,  
Deed Book 165, Pages 584-585,  
DeKalb County, Georgia records

Tax Parcel ID #: 15 213 04 133

STATE OF GEORGIA  
COUNTY OF DEKALB

**EASEMENT ABANDONMENT AGREEMENT**

**THIS EASEMENT ABANDONMENT AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **DeKalb County, Georgia**, a political subdivision of the State of Georgia (the "County") and **J. White, as Trustee of KARIM OAKHURST REVISED LIVING TRUST** (the "Owner").

**WHEREAS**, Owner is the titleholder of that certain real property located at 153 Hood Circle, Decatur, DeKalb County, GA 30030, having a DeKalb County parcel ID number of 15 213 04 133 (the "Property"), by virtue of that certain Warranty Deed, dated January 10, 2018, recorded January 11, 2018, at Deed Book 26697, Page 727, DeKalb County, Georgia records; and

**WHEREAS**, the County was granted appurtenant easement rights running with the Property, specifically "an easement for sewer as evidenced by sewer pipe now extending across said property" (the "Sewer Easement"), by virtue of that certain Warranty Deed, dated September 11, 1923, recorded October 5, 1923, at Deed Book 165, Pages 584-585, aforesaid records; and

**WHEREAS**, the Sewer Easement is also evidenced by virtue of that certain unrecorded Record Drawing showing the Property, being Drawing No. C-104, Sheet 11 of 12, for DeKalb County Contract No. 1060049, Package 1, prepared by Brown and Caldwell, last revised June 2020, and attached hereto as **Exhibit "A"** and incorporated herein by reference, whereby the Sewer Easement is shown as an 8" sewer line; and

**WHEREAS**, County and Owner each acknowledge that the section of the County's sewer infrastructure related specifically to the Sewer Easement on the Property is no longer being utilized to carry wastewater; and

**WHEREAS**, the County and the Owner both desire to abandon any rights, obligations, responsibilities and liability associated with the Sewer Easement as it relates to or affects the Property; and

**WHEREAS**, the County, through its Board of Commissioners, has considered the abandonment of the use of the Sewer Easement located on, over, or under the Property and any recorded or prescriptive easements related to same located on or under or as they affect, benefit or burden the Property; and

**WHEREAS**, the County, through its Board of Commissioners, approved the abandonment of the Sewer Easement contemplated herein on \_\_\_\_\_, 2025; and

**NOW THEREFORE**, the County and Owner, for and in consideration of Ten (\$10.00) Dollars in hand paid, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do each hereby agree as follows:

1. **COUNTY** does hereby quitclaim to Owner and release and abandon all right, title, or interest in or to any portion of the Sewer Easement that is located on, above, or under the Property, hereby surrendering any right or easement for ingress, egress, or thoroughfare over and across the Property for any purpose related to the Sewer Easement, together with any and all other rights therein, including any maintenance rights or obligations of the County.
2. **OWNER** acknowledges that the structures and pipes once serving the Sewer Easement still exist on and under the Property. Owner hereby accepts the County's conveyance, release, and abandonment of any and all rights or obligations the County may have had in or to any portion of the Sewer Easement that is located on, above, or under the Property. Owner hereby releases County from any duty, responsibility, or liability in relation to any pipes or other structures on, above, or under the Property in any way related to the Sewer Easement, including the existence thereof and any repair or removal of the same.
3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors in title and assigns.

*[remainder intentionally blank; signatures follow]*

[signatures to Easement Abandonment Agreement]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals as of the date first written above.

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

**COUNTY:**

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

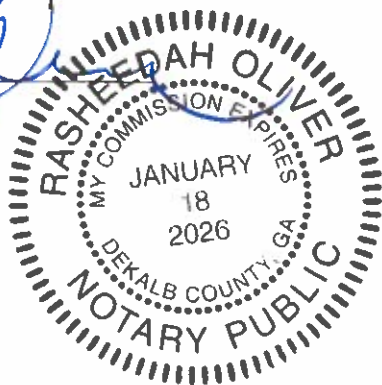
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[COUNTY SEAL]


Signed, sealed, and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness

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



**OWNER:**

 (SEAL)  
**J. White, as Trustee of KARIM  
OAKHURST REVISED LIVING TRUST**

[remainder intentionally blank; exhibit follows]

**EXHIBIT A**  
**RECORD DRAWING AND GIS MAP**

[see attached]