



After Recording, Return One Original to:

Cross Reference:
Deed Book 4357, Page 298

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

**DEKALB COUNTY
PERMANENT SEWER EASEMENT
(WHEN INSTALLED BY DEVELOPER)**

PROJECT NAME: SJ Collins Whole Foods/Peachtree Station; AP#901025;
5001, 4961, 4949, and 4934 Peachtree Boulevard, Chamblee, DeKalb County, Georgia (the "Property")

THIS INDENTURE entered into this 8th day of January, 2018 by and between
PEACHTREE STATION HOLDING, LLC
(**"Grantor"**)

and DEKALB COUNTY, GEORGIA, a political subdivision 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 over, under, through and across that portion of the property containing the certain sanitary sewer lines with said pipes located in the center line of said easement, which center line is more particularly depicted (crosshatched and highlighted) on the Sanitary and Water As Built Survey prepared for Peachtree Crossing, dated August 12, 2017 by Harbuck Land Surveyors, Inc. and attached hereto as Exhibit "A" for purposes of owning and operating a Sewer System, including but not limited to, the construction, installation, excavation, operation, inspection, testing, maintenance, renewal, rebuilding, use, repair, alteration, reconstruction, upgrading and any and all other activities directly or indirectly related to the provision of sewer services to the residents of DeKalb County (the "Lines");**
2. **A non-exclusive perpetual easement from time to time of free access, ingress and egress to and from the Permanent Easement Area (collectively, the "Easement Area") on, over and through the Property.**

3. A non-exclusive perpetual easement from time to time to go on, over and through the Property and the Easement Area to inspect and survey the Property and Easement Area.

4. 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 excavation, 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 Easement specifically permitted herein, and any use or activity by Grantee or 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 Grantee. In the event Grantee 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"), Grantee shall notify Grantor in writing. Upon receipt of such written notice, Grantor 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 Grantee's permitted use of the Easement Area. In the event Grantor does not cause removal of the Inconsistent Use within thirty (30) days after receipt of written notice from Grantee, Grantee 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 Grantor and/or the party engaged in such Inconsistent Use. Notwithstanding the foregoing, in the case of an emergency, Grantee shall have the right to immediately remove the Inconsistent Use without prior notice to Grantor, such removal being at Grantor'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 made by Grantor 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 existing as of the date of this Easement. Grantor hereby warrants that Grantor has the right to sell and convey said easement and binds itself, its 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.

Since Grantor relocated the sewer lines contemplated in that certain DeKalb County Sewer Easement in Grantee's favor dated October 14, 1980 and recorded at Deed Book 4357, Page 298, of the DeKalb County, Georgia Public Deed Records (the "1980 Sewer Easement"), Grantee hereby quitclaims, releases, and abandons any interest it may have in the Property pursuant to the 1980 Sewer Easement except any part of the Property also described on Exhibit A hereto, it being the intent of the parties that Exhibit A to this Easement accurately reflects the location of the Lines as existing as of the date of this Easement.

The parties acknowledge an Environmental Covenant is recorded at DeKalb County Deed Book 25635, Page 237; and each party has notice of the activity and use limitations set forth in said Environmental Covenant.

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.

GRANTOR:

**Peachtree Station Holding LLC,
a Delaware limited liability company**

By Kim Nelson (SEAL)
Print Name: Kim Nelson
Title: Vice President

Sworn to and subscribed before me
This 6 day of AUGUST, 2018.

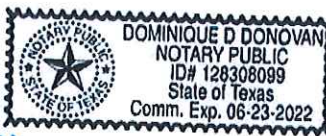
Trisha Gaska

Witness

D. D. Donovan

Notary Public DOMINIQUE D. DONOVAN

[Notary Seal]



Signed, sealed and delivered
in the presence of:

(GRANTEE)

Unofficial Witness

By: _____

Notary Public

Name: _____

My commission expires: _____

Title: _____

DO NOT WRITE BELOW THIS LINE -- DEKALB COUNTY STAFF ONLY

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)**

Development Staff Reviewer

Date: ____/____/____

EXHIBIT "A"

Attach ALTA Survey

