

**STATE OF GEORGIA
COUNTY OF DEKALB**

UPON RECORDING RETURN TO:

MARTA
2424 Piedmont Road, NE,
Atlanta, Georgia 30324-3330
Attention: Jonathan J. Hunt, Esq.

CROSS REFERENCE:

Book 9616, Page 062
Book 9616, Page 029

Tax Parcel Number:

15 247 03 024
15 247 03 017

MARTA Parcel Number: C1210D

ACCESS AND MAINTENANCE EASEMENT

THIS AGREEMENT (this "Easement") is entered into on this ____ day of _____, 2022 by the **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY** ("MARTA"), as grantor, and **DEKALB COUNTY, GEORGIA** ("DeKalb County"), as grantee. Subject to the terms contained herein, MARTA hereby declares, establishes and grants DeKalb County with the perpetual non-exclusive right to enter upon certain lands, situated in Land Lot 247, 15th District, DeKalb County, Georgia, visually depicted on Exhibit A ("Access Easement Area") attached hereto and incorporated herein by this reference, for the sole purpose of ingress and/or egress and conducting maintenance activities, in, over, on, across and upon the roadway the rights to access, operate, and maintain all structures, facilities, and equipment and improvements installed, repair, service, maintain and/or removing that certain curbing, facilities and curb-cut entrance located on MARTA's property legally described on Exhibit B ("Description of Easement Area") attached hereto and incorporated herein by this reference. Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that MARTA has (and shall retain) the right to ingress and/or egress in, over, on, under, across and upon the Property for the purpose of operating, repairing, maintaining and replacing MARTA's radio tower (identified on Exhibit A) and all structures, facilities, and equipment and improvements related thereto.

1. MARTA makes no warranties or representations that the Access Area is suitable for the use contemplated by this Easement, or that MARTA has clear title to the Property.
2. This Easement is further subject to all applicable federal, state and local laws, and regulations, rulings and orders of governmental agencies. MARTA may terminate its obligations under this Easement if ordered to do so by the final order or ruling, of a court or other governmental agency, or if such order or ruling would make it impossible for either party to carry out its obligations under this Easement.
3. MARTA shall retain all other customary incidents and rights of ownership with respect to the Property, specifically including but not limited to the right to use the Property in any manner not conflicting with or impairing the easement rights granted hereunder.

4. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

5. Miscellaneous

- (a) The headings or titles of the sections and subsections of this Easement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Easement.
- (b) If any provision of this Easement, or the application of such provision to any person, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Easement, and the application of such provision to any person or circumstance, other than the person or circumstance to which it is held invalid, shall not be affected thereby.
- (c) No waiver of any right or obligation created or arising under this Easement shall be binding upon MARTA or DeKalb County unless such waiver is in writing and signed by the party against whom enforcement thereof is sought.
- (d) No failure of MARTA or DeKalb County to exercise any power or right granted by this Easement, or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of such right or power or a waiver of the right of any such person to demand exact compliance with the terms hereof.
- (e) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto; and
- (f) Should the Access Area be abandoned by use and/or ownership by DeKalb County, then this Easement shall automatically terminate without the necessity of any other writing.
- (g) This Easement and all the provisions hereof shall be governed by and constructed in accordance with the laws of the State of Georgia.
- (h) Time is of the essence in the performance of this Agreement by each party hereto.

SIGNATURES ON FOLLOWING PAGE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY**

By: [Signature]
Collie Greenwood
General Manager/CEO

Unofficial Witness:

By: [Signature]
Print Name: Robin Boyd

Approved as to Legal Form:

[Signature]
Counsel, Metropolitan Atlanta Rapid Transit
Authority

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by COLLIE GREENWOOD, as GENERAL MANAGER/CEO of the Metropolitan Atlanta Rapid Transit Authority, a public body corporate created under State of Georgia Laws 1965, pp. 2243 *et seq.*, as amended, on behalf of the Metropolitan Atlanta Rapid Transit Authority.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/1/2026

[NOTARY SEAL]



DEKALB COUNTY:

DEKALB COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____
Print Name: _____
Its: _____

Notary Public
My commission expires: _____

[NOTARY SEAL]

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, as _____ of the
DeKalb County, Georgia, on behalf of DeKalb County, Georgia.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

[NOTARIAL SEAL]

EXHIBIT A
ACCESS EASEMENT AREA

See attached.

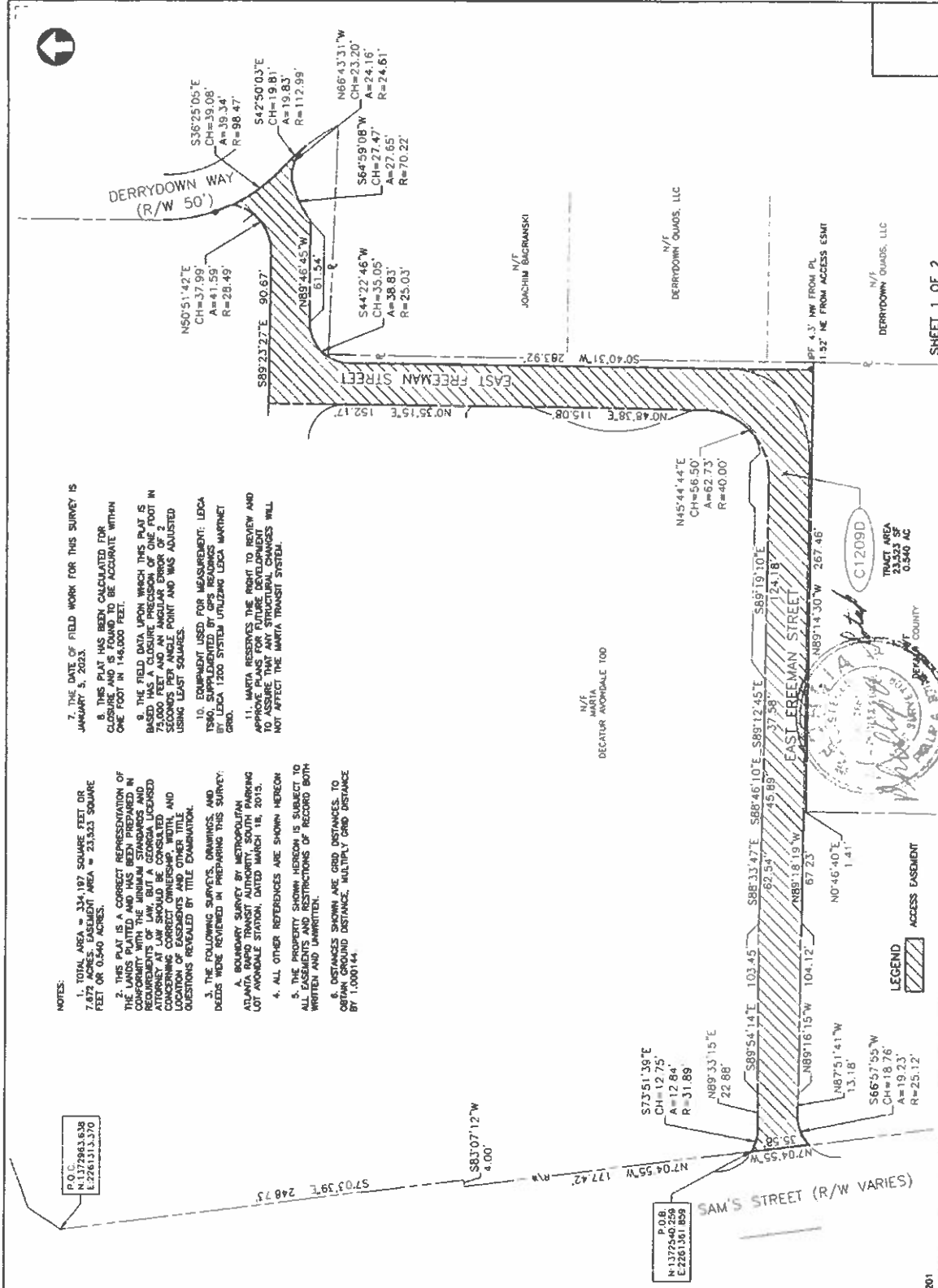


LOCATION MAP
NTS

NOTES:

1. TOTAL AREA = 334,197 SQUARE FEET OR 7.679 ACRES. EASEMENT AREA = 23,523 SQUARE FEET OR 0.540 ACRES.
2. THIS PLAT IS A CORRECT REPRESENTATION OF THE LANDS PLATTED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE GEORGIA SURVEYING ACT, AS AMENDED, AND THE ATTORNEY AT LAW SHOULD BE CONSULTED FOR ANY QUESTIONS REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE MATTERS REVEALED BY TITLE EXAMINATION.
3. THE FOLLOWING SURVEYS, DRAWINGS, AND DEEDS WERE REVIEWED IN PREPARING THIS SURVEY:
A. BOUNDARY SURVEY BY METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, SOUTH PARKING LOT AVONDALE STATION, DATED MARCH 18, 2013.
B. ALL OTHER REFERENCES ARE SHOWN HEREON.
4. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
5. DISTANCES SHOWN ARE GRID DISTANCES. TO OBTAIN HORIZONTAL DISTANCE, MULTIPLY GRID DISTANCE BY 1.000144.

7. THE DATE OF FIELD WORK FOR THIS SURVEY IS JANUARY 5, 2023.
8. THE PLAT HAS BEEN CALCULATED FOR CORRECTIONS AND IS TO BE ACCURATE WITHIN ONE FOOT IN 146,000 FEET.
9. THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED BY MEANS OF A TOTAL STATION IN 2023. THE PLAT IS BASED ON A 2 SECOND PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.
10. EQUIPMENT USED FOR MEASUREMENT: LEICA TS60, SUPPLEMENTED BY GPS READINGS.
11. MARTA RESERVES THE RIGHT TO REVIEW AND APPROVE PLANS FOR FUTURE DEVELOPMENT. NO ASSURANCE IS MADE THAT ANY CHANGES WILL NOT AFFECT THE MARTA TRANSIT SYSTEM.



GRAPHIC SCALE 1" = 30'-0"

REFERENCE/MARTA ACQUISITION PARCEL E304/E306, D1201

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYS IN GEORGIA, AS SET FORTH IN THE GEORGIA SURVEYING ACT, AS AMENDED, AND THE ATTORNEY AT LAW SHOULD BE CONSULTED FOR ANY QUESTIONS REGARDING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE MATTERS REVEALED BY TITLE EXAMINATION.

FOR INFORMATION OF THE RECORD, THE SURVEYOR HAS REVIEWED THE RECORDS OF THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, SOUTH PARKING LOT AVONDALE STATION, DATED MARCH 18, 2013, AND HAS FOUND NO CONFLICTS WITH THE PLAT.

NO.	DATE	BY	FOR	DESCRIPTION
1	1/5/23	ML LYNCH	FOR	1/5/23

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

marta.

2/16/23

PROPERTY DISPOSAL MAP - C1209D
DECATUR AVONDALE TOD
LAND LOT 247, 15TH DISTRICT
CITY OF DECATUR, GEORGIA

SHEET 1 OF 2

EAST LINE

SCALE
1" = 30'

CES380
SE367 0 1

EXHIBIT B
EASEMENT AREA DESCRIPTION

See attached.

LEGAL DESCRIPTION

ALL AND SINGULAR THAT CERTAIN TRACT OF LAND LYING AND BEING IN LAND LOT 247, 15TH DISTRICT OF DEKALB COUNTY GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE EAST RIGHT-OF-WAY OF SAM'S STREET, HAVING A VARIABLE RIGHT-OF-WAY, AND THE SOUTHERN RIGHT-OF-WAY OF EAST STREET, AND THE SOUTHERN RIGHT-OF-WAY OF EAST STREET, AND THE SOUTHERN RIGHT-OF-WAY OF EAST STREET, BEING THE POINT OF COMMENCEMENT, HAVING COORDINATE STATE PLANE COORDINATES (NAD 83) (94) OF NORTHING 1,372,963.638 AND EASTING 2,281,313.370;

THENCE ALONG THE RIGHT-OF-WAY OF SAM'S STREET, SOUTH 70°31'58" EAST, A DISTANCE OF 242.21 FEET TO A POINT; THENCE CONTINUING ALONG SAM'S RIGHT-OF-WAY, SOUTH 83°07'12" WEST, A DISTANCE OF 4.00 FEET TO A POINT; THENCE CONTINUING ALONG SAM'S RIGHT-OF-WAY, SOUTH 70°31'58" EAST, A DISTANCE OF 19.22 FEET TO A POINT, SAM'S POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE RIGHT-OF-WAY OF SAM'S STREET, ALONG THE RIGHT-OF-WAY OF THE LEFT A DISTANCE OF 12.84 FEET, SAM'S CURVE HAVING A RADIUS OF 12.84 FEET AND A CHORD BEARING OF SOUTH 73°51'38" EAST, 12.78 FEET, TO A POINT;

THENCE NORTH 88°33'15" EAST, A DISTANCE OF 22.88 FEET TO A POINT;

THENCE SOUTH 88°54'14" EAST, A DISTANCE OF 103.45 FEET TO A POINT;

THENCE SOUTH 88°33'47" EAST, A DISTANCE OF 92.54 FEET TO A POINT;

THENCE SOUTH 88°46'10" EAST, A DISTANCE OF 45.89 FEET TO A POINT;

THENCE SOUTH 88°12'45" EAST, A DISTANCE OF 37.58 FEET TO A POINT;

THENCE SOUTH 88°19'10" EAST, A DISTANCE OF 124.18 FEET TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 82.73 FEET AND CURVE HAVING A RADIUS OF 40.80 FEET AND A CHORD BEARING OF NORTH 45°44'44" EAST, 58.50 FEET, TO A POINT;

THENCE NORTH 00°48'38" EAST, A DISTANCE OF 115.08 FEET TO A POINT;

THENCE SOUTH 00°30'15" EAST, A DISTANCE OF 152.17 FEET TO A POINT;

THENCE SOUTH 88°23'27" EAST, A DISTANCE OF 90.67 FEET TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT A

DISTANCE OF 41.58 FEET, SAM'S CURVE HAVING A RADIUS OF 22.49 FEET AND A CHORD BEARING OF NORTH 50°51'42" EAST, 37.80 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF DEERPOUN WAY, HAVING A FIFTY FOOT RIGHT-OF-WAY;

THENCE CONTINUING ALONG SAM'S RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 38.34 FEET, SAM'S CURVE HAVING A RADIUS OF 38.34 FEET AND A CHORD BEARING OF SOUTH 38°22'05" EAST, 38.08 FEET, TO A POINT;

THENCE CONTINUING ALONG SAM'S RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 18.83 FEET, SAM'S CURVE HAVING A RADIUS OF 18.83 FEET AND A CHORD BEARING OF SOUTH 42°50'03" EAST, 18.81 FEET, TO A POINT;

THENCE LEAVING SAM'S RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 24.41 FEET, SAM'S CURVE HAVING A RADIUS OF 24.41 FEET AND A CHORD BEARING OF NORTH 66°43'31" WEST, 23.20 FEET, TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 27.65 FEET, SAM'S CURVE HAVING A RADIUS OF 27.65 FEET AND A CHORD BEARING OF SOUTH 70°22'47" WEST, TO A POINT;

THENCE NORTH 88°46'45" WEST, A DISTANCE OF 61.54 FEET TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 38.83 FEET, SAM'S CURVE HAVING A RADIUS OF 38.83 FEET AND A CHORD BEARING OF SOUTH 44°22'48" WEST, 38.08 FEET, TO A POINT;

THENCE SOUTH 00°40'31" WEST, A DISTANCE OF 283.92 FEET TO A POINT;

THENCE NORTH 88°14'30" WEST, A DISTANCE OF 287.46 FEET TO A POINT;

THENCE NORTH 00°48'40" EAST, A DISTANCE OF 1.41 FEET TO A POINT;

THENCE NORTH 88°18'19" WEST, A DISTANCE OF 67.23 FEET TO A POINT;

THENCE NORTH 88°16'15" WEST, A DISTANCE OF 104.12 FEET TO A POINT;

THENCE NORTH 87°51'41" WEST, A DISTANCE OF 13.18 FEET TO A POINT;

THENCE ALONG ARC OF A CURVE TO THE LEFT, 19.23 FEET, SAM'S CURVE HAVING A RADIUS OF 23.12 FEET AND A CHORD OF SOUTH 68°57'58" WEST, 18.78 FEET, TO A POINT ON THE RIGHT-OF-WAY OF SAM'S STREET;

THENCE NORTH 07°04'55" WEST, A DISTANCE OF 35.88 FEET TO A POINT, SAM'S POINT BEING THE POINT OF BEGINNING;

CONTINUING 23,523 SQUARE FEET OR 0.540 ACRES.

Handwritten signature and date 2/16/23

2/16/23

REFERENCE/MARTA ACQUISITION PARCEL E304/E306, D1201

THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR THE PREPARATION OF PLATS AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA SURVEYING AND LAND SURVEYING BOARD, AND AS SET FORTH IN THE GEORGIA C.C.A. 18-4-47, AUTOMATIC C.C.A. 802, 18-4-47, 18-10-4, 18-10-4, 18-10-4, AND 18-10-4.

THE PREPARATION OF THIS PLAT WAS MADE IN ACCORDANCE WITH THE STANDARDS FOR THE PREPARATION OF PLATS AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA SURVEYING AND LAND SURVEYING BOARD, AND AS SET FORTH IN THE GEORGIA C.C.A. 18-4-47, AUTOMATIC C.C.A. 802, 18-4-47, 18-10-4, 18-10-4, 18-10-4, AND 18-10-4.

PREPARED BY: P. SOTAK
CHECKED BY: D. HERGENHAT
DATE: 15 FEB 2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
SUBMITTED: APPROVED:

marta.

PROPERTY DISPOSAL MAP - C1209D
DECATUR AVONDALE T00
LAND LOT 247, 15TH DISTRICT
CITY OF DECATUR, GEORGIA

SHEET 2 OF 2
EAST LINE

DATE: NONE
CONTRACT PROPOSED NUMBER: CE390
REVISION: 0
PAGE: 2