

**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.

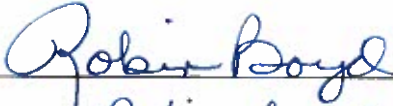
SIGNATURES ON FOLLOWING PAGE

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**METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY**

By: 
Collie Greenwood
General Manager/CEO

Unofficial Witness:

By: 
Print Name: Robin Boyd

Approved as to Legal Form:


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.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/1/2026

[NOTARY SEAL]



DEKALB COUNTY:

DEKALB COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: _____
Its: _____

Unofficial Witness

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.



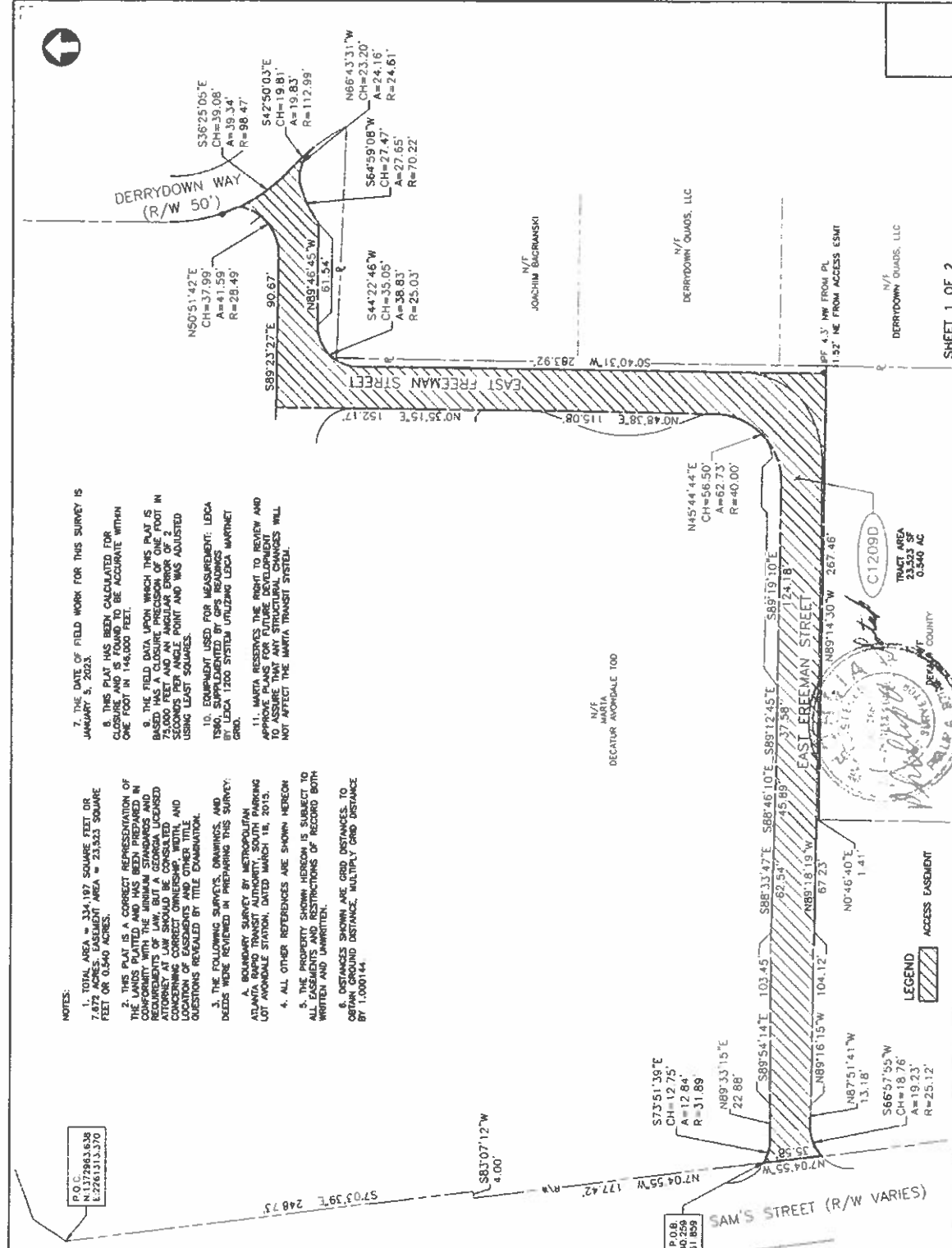
LOCATION MAP
NTS

P.O.C.
N1372640.259
E2261331.370

NOTES:

- TOTAL AREA = 334,197 SQUARE FEET OR 7.679 ACRES; EASEMENT AREA = 23,323 SQUARE FEET OR 0.540 ACRES.
- 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 BOARD OF SURVEYING AND MAPPING. THE PLAT HAS BEEN CHECKED BY AN ATTORNEY AT LAW WHO HAS ADVISED THAT THE INFORMATION CONTAINED HEREIN IS CORRECT CONCERNING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE MATTERS REVEALED BY TITLE EXAMINATION.
- THE FOLLOWING SURVEYS, DRAWINGS, AND DEEDS WERE REVIEWED IN PREPARING THIS SURVEY:
 - BOUNDARY SURVEY BY METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, SOUTH PARKING LOT AVONDALE STATION, DATED MARCH 18, 2013.
 - ALL OTHER REFERENCES ARE SHOWN HEREON.
- THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD BOTH WRITTEN AND UNWRITTEN.
- DISTANCES SHOWN ARE GRID DISTANCES TO CENTERLINE AND DISTANCE, MULTIPLY GRID DISTANCE BY 1.000144.

- THE DATE OF FIELD WORK FOR THIS SURVEY IS JANUARY 5, 2023.
- THIS PLAT HAS BEEN CALCULATED FOR THE FIELD DATA PROVIDED AND SHOULD BE ACCURATE WITHIN ONE FOOT IN 146,000 FEET.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED USING GPS EQUIPMENT WITH A 75,000 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.
- EQUIPMENT USED FOR MEASUREMENT: LEICA TS60, SUPPLEMENTED BY GPS READINGS.
- MARTA RESERVES THE RIGHT TO REVIEW AND APPROVE PLANS FOR FUTURE DEVELOPMENT AND CONSTRUCTION THAT MAY BE NECESSARY AND NOT AFFECT THE MARTA TRANSIT SYSTEM.



0 15' 30' 60'
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 OFFICIAL CODES OF GEORGIA AND AS SET FORTH IN THE GEORGIA BOARD OF SURVEYING AND MAPPING. THE SURVEYOR'S LICENSE NO. 15-8-67, 15-18-19, 15-18-21, 15-18-22, AND 15-18-23.

PREPARED BY	DATE	BY	DATE	BY	DATE
P. SOTAK					
D. MERCHANT					
P. SOTAK					
M. LYNCH					

RECORDED BY: P. SOTAK
RECORDED BY: D. MERCHANT
RECORDED BY: P. SOTAK
RECORDED BY: M. LYNCH
DATE: 18 FEB 2023

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY
PROPERTY DISPOSAL MAP - C1209D
DECATUR AVONDALE TOD
LAND LOT 247, 15TH DISTRICT
CITY OF DECATUR, GEORGIA

SCALE 1" = 30'
CE380
SE367 0 1

SHEET 1 OF 2
EAST LINE

marta.
APPROVED
2/16/23

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 704TH STREET, BEING THE POINT OF COMMENCEMENT, BEING THE STATE PLANE COORDINATES (NAD 83/94) OF NORTHING 1,372,953.638 AND EASTING 2,261,313.370;

THENCE ALONG THE RIGHT-OF-WAY OF SAM'S STREET, SOUTH 70°33'15" EAST, A DISTANCE OF 242.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 83°07'12" WEST, A DISTANCE OF 4.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 70°43'55" EAST, A DISTANCE OF 12.75 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE RIGHT-OF-WAY OF SAM'S STREET, ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST 704TH STREET, SAID CURVE HAVING A RADIUS OF 12.84 FEET, CHORD BEARING OF SOUTH 73°51'38" EAST, 12.75 FEET, TO A POINT;

THENCE NORTH 89°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 89°12'45" EAST, A DISTANCE OF 37.58 FEET TO A POINT;

THENCE SOUTH 89°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 62.73 FEET, SAID 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 07°35'15" EAST, A DISTANCE OF 152.17 FEET TO A POINT;
 THENCE SOUTH 89°23'27" EAST, A DISTANCE OF 90.87 FEET TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT A

DISTANCE OF 41.58 FEET, SAID CURVE HAVING A RADIUS OF 22.49 FEET AND A CHORD BEARING OF NORTH 50°51'42" EAST, 37.88 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY OF DEERDOWN WAY, HAVING A FIFTY FOOT RIGHT-OF-WAY;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 38.34 FEET, SAID CURVE HAVING A RADIUS OF 96.47 FEET AND A CHORD BEARING OF SOUTH 38°29'05" EAST, 36.08 FEET, TO A POINT;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 16.83 FEET, SAID CURVE HAVING A RADIUS OF 117.39 FEET AND A CHORD BEARING OF SOUTH 42°49'03" EAST, 19.81 FEET, TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 24.41 FEET, SAID 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, SAID CURVE HAVING A RADIUS OF 70.22 FEET AND A CHORD BEARING OF SOUTH 64°58'06" WEST, 27.47 FEET, TO A POINT;
 THENCE NORTH 89°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 39.83 FEET, SAID CURVE HAVING A RADIUS OF 35.09 FEET, TO A POINT;
 THENCE SOUTH 00°40'31" WEST, A DISTANCE OF 283.92 FEET TO A POINT;

THENCE SOUTH 89°14'30" WEST, A DISTANCE OF 287.46 FEET TO A POINT;
 THENCE NORTH 00°46'40" EAST, A DISTANCE OF 1.41 FEET TO A POINT;

THENCE NORTH 89°18'19" WEST, A DISTANCE OF 67.23 FEET TO A POINT;
 THENCE NORTH 89°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, SAID CURVE HAVING A RADIUS OF 23.12 FEET AND A CHORD OF SOUTH 69°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, SAID POINT BEING THE POINT OF BEGINNING, CONTAINING 23,583 SQUARE FEET OR 0.540 ACRES.



2/16/23

REFERENCE/MARTA ACQUISITION PARCEL E204/E206, D1201

THIS MAP WAS PREPARED IN CONFORMANCE WITH THE TECHNICAL STANDARDS FOR THE PREPARATION OF MAPS AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF SURVEYING AND MAPPING, AND AS SET FORTH IN THE GEORGIA C.C.A. 18-4-27, AUTOMATIC C.C.A. 2012, 18-4-27, 18-10-4, 18-10-4, 18-10-4, AND 18-10-4.

DATE	BY	SCALE	APP.	REVISIONS

DESIGNER	CHECKED	DATE
P. SOTAK	P. SOTAK	15 FEB 2023
D. HERSCHELT	M. LYNCH	

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

MARTA

APPROVED

SHEET 2 OF 2

EAST LINE

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

SCALE	DATE
NONE	
CONTRACT NUMBER	CE-390
ISSUE NO.	0
REV. NO.	2