

State of Georgia
County of Cobb

Grant of Easement Sewer

This Easement Agreement is made and entered into this _____ day of _____, 2014, by and between **City of Smyrna** of the aforementioned State and County as party of the first part, hereinafter referred to as "Grantor," and the **McLane Corporation, LLC**, as a party of the second part hereinafter referred to as "Grantee":

WITNESSETH, that Grantor for in consideration of the sum of ONE & 0/100 dollar(s) (\$1.00) and other good an valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a perpetual sewer easement over and under Grantor's property being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 386 & 387 of the 17th District, 2nd Section of Cobb County, Georgia, and being a strip of land more particularly described on the attached plat.

The actual sewer easement area may differ from the description shown on the plat. The actual sewer easement shall be a strip of land 20 feet wide, together with a construction / installation easement 40 feet in width.

The sewer easement conveyed herein by Grantor is for the purpose of a sewer line and includes the rights to enter upon Grantor's property to install, inspect, maintain, replace, or repair the same, as may from time to time be necessary, or whenever Grantee deems fit, with all rights, members and appurtenances to said easement and right-of-way in anywise appertaining or belonging thereto.

Grantor hereby covenants with Grantee that it is lawfully seized and possessed of the real estate previously described herein and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement herein granted shall bind the herein granted shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.

Additional Stipulations:

INWITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year above first written

Witness (Printed Name)

(Signature)

Grantor (Printed Name)

(Signature)

Grantor (Printed Name)

(Notary Public)

(Signature)