

6.50
per

2337

RECORDED IN THE PUBLIC RECORDS OF COBB COUNTY, GEORGIA
81 APR -7 PZ SZ
11:29 AM REC'D
APR 27 1981

STATE OF GEORGIA
COUNTY OF COBB

SEWER EASEMENT

THIS SEWER EASEMENT, made and entered into this 30th day of March, 1981, by and between POST LAKE, LTD., a Georgia limited partnership whose sole general partners are John A. Williams and L. Barry Teague (hereinafter referred to as "Grantor"), and CUMBERLAND BRIDGE ASSOCIATES, LTD., a Georgia limited partnership whose sole general partners are Charles M. Sheron and William F. Floyd III (hereinafter referred to as "Grantee");

W I T N E S S E T H, That:

WHEREAS, Grantee has constructed a sanitary sewer line (hereinafter referred to as "Grantee's Sewer Line") on certain land owned by Grantor in Land Lot 811 of the 17th District, 2nd Section, Cobb County, Georgia, the centerline of which sewer line is described on Exhibit A, attached hereto and by this reference made a part hereof; and

WHEREAS, Grantee has tied Grantee's Sewer Line into that certain sewer line of Grantor (hereinafter referred to as "Grantor's Sewer Line") which is shown on the Off-Site Sewer Plan prepared for Post Lake, Ltd. by Planners and Engineers Collaborative, dated June 13, 1978, and on the Compiled Site Plan prepared for Post Lake, Ltd. by Planners and Engineers Collaborative, last revised July 17, 1978 (hereinafter collectively referred to as the "Plans"), such tie-in occurring at the point labelled "MH-E4B" on said Plans;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand, paid, and other good and valuable consideration, Grantor hereby grants unto Grantee a perpetual nonexclusive permanent easement, for the purposes and uses hereinafter set forth, over, through, and across that certain property of Grantor consisting of a ten (10) foot wide strip of land located five (5) feet on each side of the centerline described in Exhibit A hereto (hereinafter referred to as the "Easement Property").

This Easement is granted for the use, maintenance, and repair of Grantee's Sewer Line. Grantor hereby grants to Grantee the right to go upon the Easement Property for the purpose of maintaining and repairing Grantee's Sewer Line and the right to tie Grantee's Sewer Line into Grantor's Sewer Line.

At least ten (10) days prior to exercising its right hereunder, at any time and from time to time, to go upon the Easement Property for the purpose of maintaining or repairing Grantee's Sewer Line, Grantee shall notify Grantor in writing of Grantee's intent to do so and of the nature of the maintenance or repair contemplated. Grantee shall perform any such work with reasonable dispatch and in a good and workmanlike manner and shall promptly repair any damage caused thereby to the Easement Property, replant any landscaping which was disturbed, and restore the Easement Property to the condition it was in prior to commencement of such work.

Grantee shall pay all costs and expenses, including any Cobb County tap-on fee, incurred in connection with such tie-in and the construction, installation, maintenance and use of Grantee's Sewer Line.

Grantee hereby indemnifies Grantor against, and agrees to hold, save, and defend Grantor harmless from, all costs, expenses, or liabilities whatsoever related to the construction, tap-on, use, tie-in, maintenance, and repair of Grantee's Sewer Line.

Grantee shall comply with all applicable governmental regulations and requirements for the construction, tap-on, use, tie-in, maintenance, and repair of Grantee's Sewer Line.

In the event Grantor or its successors elect to dedicate, and Cobb County is prepared to accept the dedication, of Grantor's Sewer Line, then Grantee, if requested, will dedicate Grantee's Sewer Line to Cobb County, and upon such dedication and acceptance, this Easement shall automatically terminate.

This Easement is subject to the prior existing rights in and to the Easement Property of The Prudential Insurance Company of America.

The easements and covenants contained herein shall be binding upon, and shall inure to the benefit of, the Grantee and Grantor and their respective heirs, successors and assigns.

WITNESSETH the hand and seal of Grantor, this 30th day of March, 1981.

POST LAKE, LTD.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
Notary Public, Georgia, State of Large
My Commission Expires Nov. 1, 1981

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
Notary Public, Georgia, State of Large
My Commission Expires Nov. 1, 1981



BY: [Signature] (SEAL)
John A. Williams,
General Partner

BY: [Signature] (SEAL)
L. Barry Teague,
General Partner

0337

EXHIBIT A

That certain sewer line centerline lying and being in Land Lot 811 of the 17th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

THE POINT OF BEGINNING of said centerline is approached as follows: BEGIN at an iron pin located at the intersection of the northerly right-of-way line of the Louisville & Nashville Railroad (having a 66-foot right-of-way) with the eastern boundary line of Land Lot 811; run thence south $0^{\circ} 42' 10''$ east along said eastern boundary line of Land Lot 811, a distance of 83.32 feet to a point located on the southerly right-of-way line of the Louisville and Nashville Railroad; run thence along said southerly right-of-way line of the Louisville and Nashville Railroad in a southwesterly direction and following the curvature of said right-of-way a distance of 238.0 feet to a point, said point being the POINT OF BEGINNING of said centerline.

From said POINT OF BEGINNING of said centerline as thus established, run thence south $50^{\circ} 12'$ east a distance of 160.2 feet to a point, said point being the POINT OF ENDING of said centerline.

The above-described centerline is shown on and described according to that certain Survey for Cumberland Bridge Assoc., prepared by Construction Engineering Associates, O. Eugene Kay, Georgia R.L.S. No. 1943, dated April 30, 1980, last revised November 5, 1980.