City of Dunwoody Georgia

4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: September 9, 2024

Subject: **Approval of a Permanent Sanitary Sewer Easement for DeKalb - Lake Ridge, LLC**

ACTION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper to grant a permanent easement agreement for DeKalb - Lake Ridge, LLC to operate and maintain an existing sanitary sewer on property owned by the city near Lake Ridge Lane.

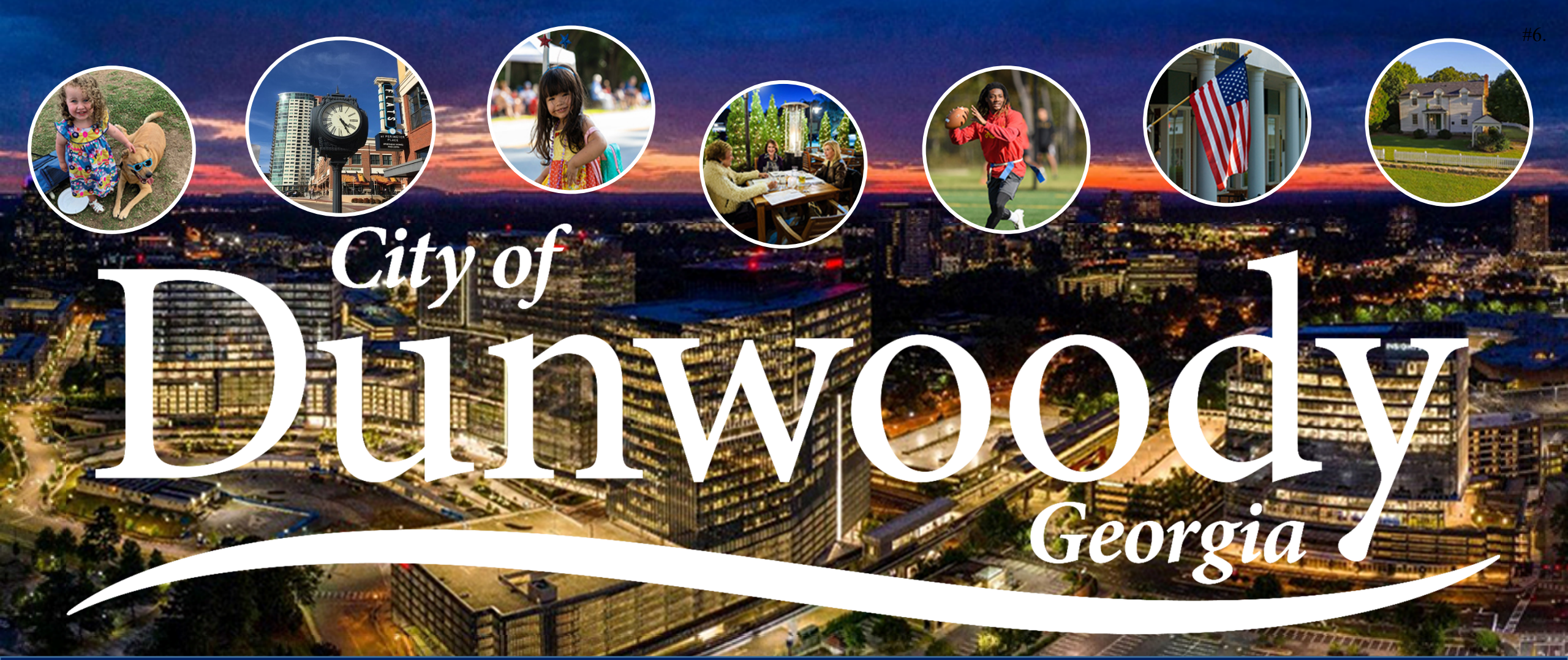
SUMMARY

In 2014 the city purchased property from DeKalb - Lake Ridge, LLC (Lake Ridge) to build the connecting trail from Brook Run Park to Pernoshal Park. The property, located near Lake Ridge Lane, does not have a street address but is identified as tax parcel ID 18 353 03 066.

There are two private sanitary sewer lines crossing the property that connect to DeKalb County's sewer main to the east. Lake Ridge owned the lines prior to the city purchasing the property but recently became aware that there was not a recorded easement to allow them to continue to access and maintain the sewer line. A 20-foot-wide easement along the sewer lines is proposed to allow Lake Ridge to retain the ownership and maintenance rights to the sewer lines as originally intended by both parties.

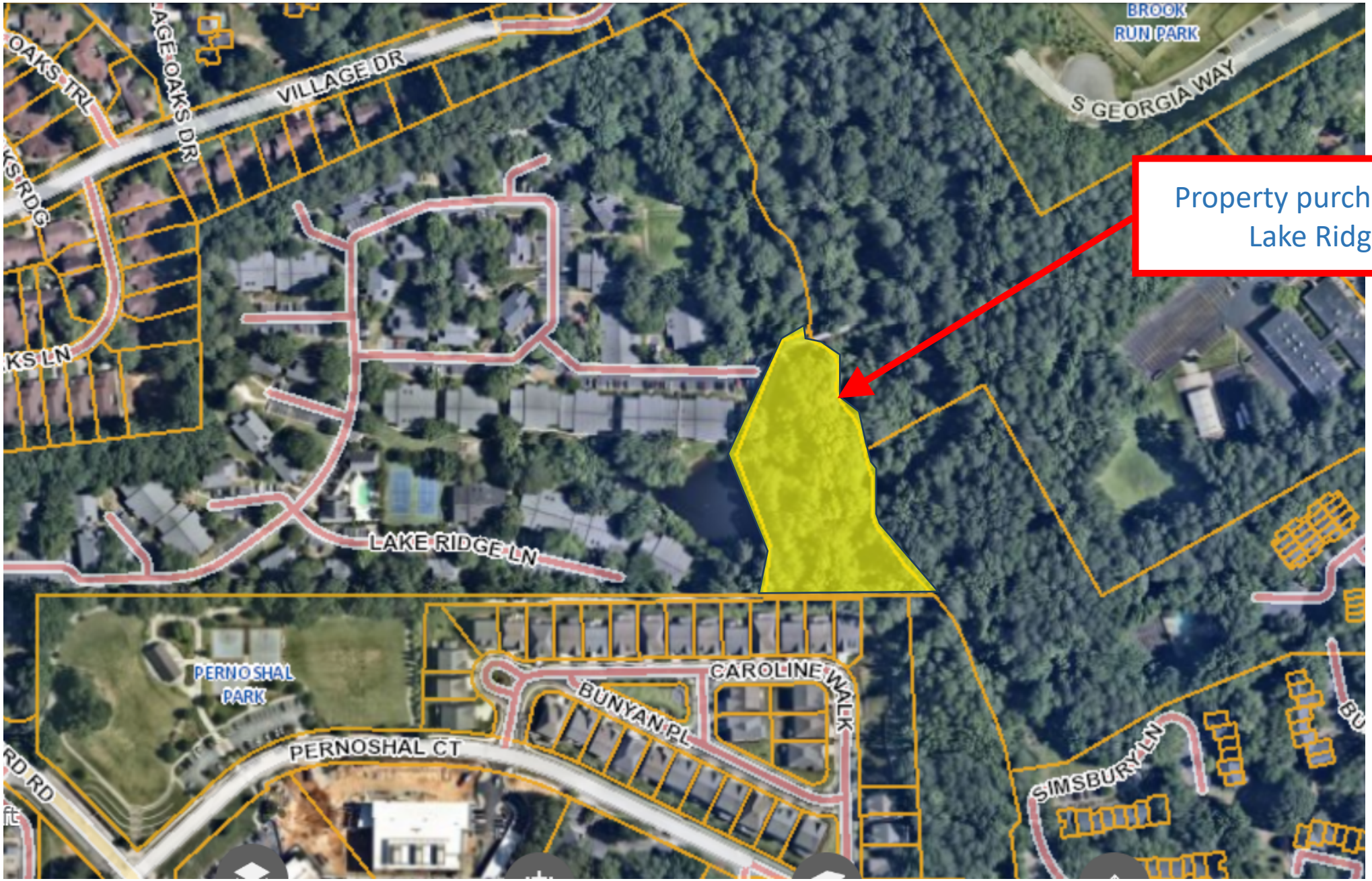
RECOMMENDATION

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper to grant a permanent easement agreement for DeKalb - Lake Ridge, LLC to operate and maintain an existing sanitary sewer on property owned by the city near Lake Ridge Lane.

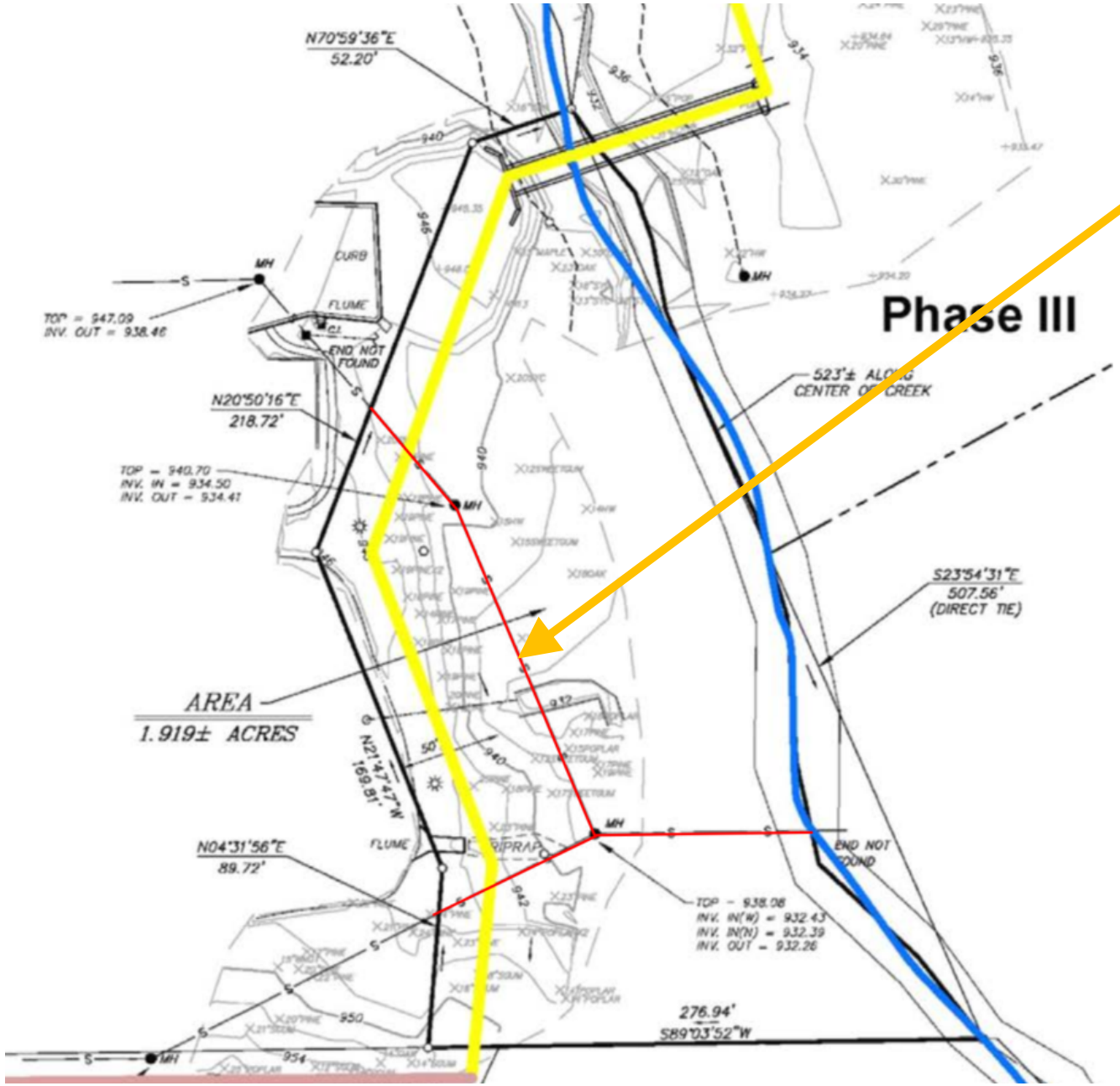


Lake Ridge Sanitary Sewer Easement

September 2024

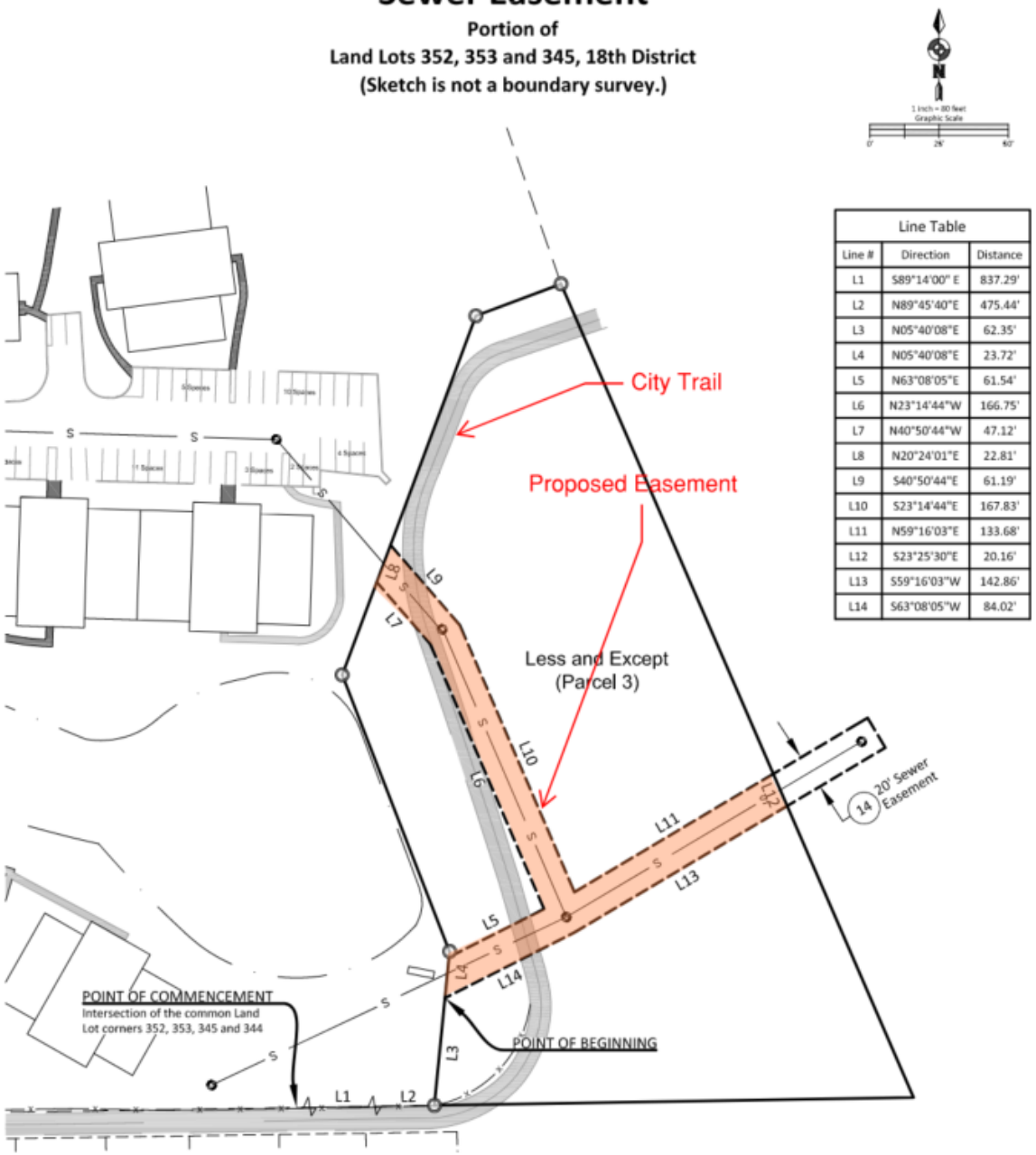

Property purchased from DeKalb – Lake Ridge, LLC in 2014
VILLAGE DR
OAKS TRL
AGE OAKS DR
KS RDG
KS LN
BROOK RUN PARK
S GEORGIA WAY
LAKE RIDGE LN
PERNOSHAL PARK
PERNOSHAL CT
BUNYAN PL
CAROLINE WALK
SIMSBURY LN
RD RD

Sanitary Sewer shown on survey from 2013 included in Purchase Agreement



Sewer Easement

Portion of
Land Lots 352, 353 and 345, 18th District
(Sketch is not a boundary survey.)



Line Table		
Line #	Direction	Distance
L1	S89°14'00" E	837.29'
L2	N89°45'40"E	475.44'
L3	N05°40'08"E	62.35'
L4	N05°40'08"E	23.72'
L5	N63°08'05"E	61.54'
L6	N23°14'44"W	166.75'
L7	N40°50'44"W	47.12'
L8	N20°24'01"E	22.81'
L9	S40°50'44"E	61.19'
L10	S23°14'44"E	167.83'
L11	N59°16'03"E	133.68'
L12	S23°25'30"E	20.16'
L13	S59°16'03"W	142.86'
L14	S63°08'05"W	84.02'

When recorded, return documents to:
Riley McLendon, LLC
315 Washington Avenue
Marietta, Georgia 30360

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF DEKALB

THIS INDENTURE made the 25th day of April, in the year Two Thousand and Fourteen (2014) between **DEKALB – LAKE RIDGE, LLC,** a Georgia Limited Liability Company, as party of the first part, hereinafter called Grantor, and the **CITY OF DUNWOODY, GEORGIA**, a municipal corporation of the State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto said grantee:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This deed is given to release any and all interest the Grantor may have in and to said property. Grantor represents that it holds the unencumbered fee interest in said property.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, subject to a Limited Use Agreement filed concurrently with this Deed, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

DEKALB – LAKE RIDGE, LLC
BY: ECI Capital, Inc., Manager

By: _____
Name: Seth Greenberg
Its: President

Signed and sealed and delivered
in the presence of:

_____
Witness

2014064043 DEED BOOK 24352 Pg 167

Real Estate Transfer Tax $0.00

Filed and Recorded:
4/28/2014 2:34:03 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Sworn and subscribed before me
This 24 day of April, 2014.

Notary

JULIE A STEPANEK
NOTARY
EXPIRES
GEORGIA
OCTOBER 10, 2016
PUBLIC
COBB COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION

Being three strips or parcel of land lying and being in Land Lot 345, of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Parcel 1

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running with the westerly line of said Land Lot 344 and along the property now or formerly owned by Dekalb–Lake Ridge, LLC as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, South 01° 44' 14" West, 207.25 feet to the True Point of Beginning of the below described strip or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Land Lot 344

1. South 01° 44' 14" West, 72.48 feet to a point on the easterly right of way line of North Shallowford Road (having an 80 feet wide right of way); thence, running with the said line of North Shallowford Road
2. 63.46 feet along the arc of a curve deflecting to the left, having a radius of 2,071.45 feet and a chord bearing and distance of North 49° 32' 05" West, 63.46 feet; thence,
3. North 50° 24' 46" West, 226.01 feet; thence, leaving the aforesaid line of North Shallowford Road and running in, through over and across the aforesaid property of Dekalb-Lake Ridge, LLC
4. 11.00 feet along the arc of a curve deflecting to the right, having a radius of 23.00 feet and a chord bearing and distance of North 24° 37' 24" East, 10.90 feet; thence,
5. 19.58 feet along the arc of a curve deflecting to the right, having a radius of 22.00 feet and a chord bearing and distance of South 37° 42' 10" East, 18.94 feet; thence,
6. South 50° 24' 46" East, 175.54 feet; thence,
7. 80.67 feet along the arc of a curve deflecting to the left, having a radius of 54.00 feet and a chord bearing and distance of North 86° 44' 12" East, 73.37 feet to the Point of Beginning, containing 3,499 square feet or 0.0803 of an acre of land, more or less.

And Also

Parcel 2

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running with the westerly line of said Land Lot 344 and along the property now or formerly owned by Dekalb–Lake Ridge, LLC as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, South 01° 44' 14" West, 279.73 feet to a point on the easterly right of way line of North Shallowford Road (having an 80 feet wide right of way); thence, running with the said line of North Shallowford Road, 63.46 feet along the arc of a curve deflecting to the left, having a radius of 2,071.45 feet and a chord bearing and distance

of North 49° 32' 05" West, 63.46 feet; thence, North 50° 24' 46" West, 226.01 feet; thence, North 50° 24' 46" West, 58.33 feet to the True Point of Beginning of the below described strip or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of North Shallowford Road

1. North 50° 24' 46" West, 17.65 feet; thence, leaving the aforesaid line of North Shallowford Road and running in, through over and across the aforesaid property of Dekalb-Lake Ridge, LLC
2. 22.41 feet along the arc of a curve deflecting to the right, having a radius of 24.00 feet and a chord bearing and distance of South 79° 30' 37" East, 21.60 feet; thence,
3. 10.89 feet along the arc of a curve deflecting to the right, having a radius of 13.00 feet and a chord bearing and distance of South 46° 14' 29" West, 10.58 feet to the Point of Beginning, containing 138 square feet or 0.0032 of an acre of land, more or less.

And Also

Parcel 3

To find the TRUE POINT OF BEGINNING, commence from an iron pin found at the southeast corner of Lakeview Oaks Phase II recorded in Plat Book 86, Page 10 with the northeasterly corner of the Peachford Hospital property; thence South 08 degrees 25 minutes 58 seconds West a distance of 738.02 feet to a point in the centerline of a creek and the TRUE POINT OF BEGINNING; thence 523 feet more or less along the centerline of said creek having a direct tie of South 23 degrees 54 minutes 31 seconds East a distance of 507.56 feet to a point; thence leaving said centerline of creek South 89 degrees 03 minutes 52 seconds West a distance of 276.94 feet to a point; thence North 04 degrees 31 minutes 56 seconds East a distance of 89.72 feet to a point; thence North 21 degrees 47 minutes 47 seconds West a distance of 169.81 feet to a point; thence North 20 degrees 50 minutes 16 seconds East a distance of 218.72 feet to a point; thence North 70 degrees 59 minutes 36 seconds East a distance of 52.20 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 1.919 acres more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

Record & Return

Riley McLendon, LLC
315 Washington Avenue
Marietta GA 30060

AGREEMENT

THIS AGREEMENT (the "Agreement"), is made and entered into this 25 day of March, 2014, by and between **DEKALB – LAKE RIDGE, LLC**, a Georgia limited liability company (the "**Seller**"), and **CITY OF DUNWOODY, GEORGIA,** a Municipal Corporation established under the laws of the State of Georgia (the "**Purchaser**");

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

WHEREAS, Seller, contemporaneously herewith, has conveyed to the Purchaser that certain property located in DeKalb County, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Purchaser has agreed that said Property has been acquired for the exclusive purpose of the installation, construction and maintenance of a twelve (12) foot-wide concrete trail (the "Trail"), to be used and operated only as a recreational trail for walking, running, cycling and similar forms of non-motorized transportation (the "Limited Use"),

NOW, THEREFORE, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, paid by each party to the other, and as a material consideration of and inducement for the sale of the Property by Seller to the Purchaser, it is agreed as follows:

1. The Trail shall be used and permitted for use for the Limited Use only.

2. Upon (i) the abandonment by the Purchaser of the Trail Property for the Limited Use, or (ii) the use or permitted use of the Trail for any purposes other than the Limited Use (collectively an "Event"), the Purchaser and its successors in title shall be deemed to have granted to the Seller, its transfers and assigns, without the necessity of further documentation, the right and option (the "Option") to re-purchase the Property, together with any and all singular improvements, tenements, hereditaments, easements and appurtenances thereof, for a period of one (1) year from the date of the Event (the "Term"), for the sum of Thirty Thousand ($30,000.00) Dollars (the "Purchase Price"), on the following terms and conditions:

   (a) Should Seller elect to exercise the Option, written notice of such election shall be given to the Purchaser in accordance with the provisions of this Agreement and within the Term, establishing at time, place and date for closing on or before sixty (60) days from the date of such notice (hereinafter the "Closing"). Upon such notice by the Seller to the Purchaser, as herein provided, this Agreement shall be deemed a contract of purchase and sale between the Seller and the Purchaser without the necessity of further documentation.

   (b) The Purchase Price for the Property shall be payable in immediately available funds at Closing.

2014064045 DEED BOOK 24352 Pg 171
Filed and Recorded:
4/28/2014 2:34:03 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia
Real Estate Transfer Tax $0.00

(c) Purchaser agrees to convey unencumbered fee simple title to the Property to the Seller at Closing by Quitclaim deed, with title insurable by a title insurance company designated by the Seller in the full amount of the Purchase Price, in ALTA Form-1970, at standard published rates, free and clear of all restrictions, liens, encumbrances, assessments, easements, leases and occupancy agreements, except real estate taxes which are liens but not yet due and payable, zoning ordinances affecting the Property, and utility easements serving the Property.

3. TIME OF ESSENCE. Time is of the essence hereof.

4. GOVERNING LAW. This Agreement shall be construed, interpreted and enforced in accordance with the laws of Georgia.

5. NOTICES. Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail, by hand or delivered by nationally recognized overnight courier service requiring a signature upon delivery and addressed to each party at its address as set forth below. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or courier delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder.

Seller:	Dekalb – Lake Ridge, LLC 2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339 Attn: Seth Greenberg Facsimile: 770-592-5922 E-Mail: seth@ecigroups.com
With copy to:	A. J. Block, Jr., Esq. Fine and Block 2060 Mt. Paran Road, N.W. Atlanta, Georgia 30327 E-mail: ajb@fineandblock.com
Purchaser:	City of Dunwoody, Georgia 41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 Attn: City Manager Facsimile: 770-396-4705 E-mail: Warren.Hutmacher@dunwoodyga.gov
With copy to:	City Attorney and City Clerk

City of Dunwoody, Georgia
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

6. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to its content, contains the sole and entire understanding between Seller and Purchaser with respect to its content, and shall survive the closing of purchase and sale of the Property by Seller to Purchaser. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

7. SURVIVAL. This Agreement shall not be merged into the instruments and documents executed and delivered at the closing of purchase and sale of the Property from the Seller to the Purchaser and shall survive such closing of purchase and sale.

8. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

9. RIGHTS CUMULATIVE. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure of the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

11. DATE FOR PERFORMANCE. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

12. ASSIGNMENT. Seller shall have the right and authority, without obtaining the prior written consent of Purchaser, to assign this Agreement or any of its rights hereunder to any other party.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement the dates hereinbelow indicated.

SELLER:

DEKALB – LAKE RIDGE, LLC
BY: ECI Capital, Inc., Manager

By: _____
Name: Seth Greenberg
Its: President

Signed, sealed and delivered
in the presence of:

Jenny Franke
Witness

Julie A Stepanek
Notary Public

JULIE A STEPANEK NOTARY PUBLIC GEORGIA COBB COUNTY EXPIRES OCTOBER 10, 2016

PURCHASER:

CITY OF DUNWOODY, GEORGIA,
a Georgia Municipal Corporation

By: _____
Name: Michael G. Davis, Mayor

Attest:

_____
Sharon Lowery, City Clerk

Signed, sealed and delivered
In the presence of:

_____
Witness

_____
Notary Public

JENNIFER DOWNER
Notary Public, Georgia
Gwinnett County
My Commission Expires
July 09, 2017

EXHIBIT A

Being three strips or parcel of land lying and being in Land Lot 345, of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Parcel 1

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running with the westerly line of said Land Lot 344 and along the property now or formerly owned by Dekalb–Lake Ridge, LLC as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, South 01° 44' 14" West, 207.25 feet to the True Point of Beginning of the below described strip or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Land Lot 344

1. South 01° 44' 14" West, 72.48 feet to a point on the easterly right of way line of North Shallowford Road (having an 80 feet wide right of way); thence, running with the said line of North Shallowford Road
2. 63.46 feet along the arc of a curve deflecting to the left, having a radius of 2,071.45 feet and a chord bearing and distance of North 49° 32' 05" West, 63.46 feet; thence,
3. North 50° 24' 46" West, 226.01 feet; thence, leaving the aforesaid line of North Shallowford Road and running in, through over and across the aforesaid property of Dekalb-Lake Ridge, LLC
4. 11.00 feet along the arc of a curve deflecting to the right, having a radius of 23.00 feet and a chord bearing and distance of North 24° 37' 24" East, 10.90 feet; thence,
5. 19.58 feet along the arc of a curve deflecting to the right, having a radius of 22.00 feet and a chord bearing and distance of South 37° 42' 10" East, 18.94 feet; thence,
6. South 50° 24' 46" East, 175.54 feet; thence,
7. 80.67 feet along the arc of a curve deflecting to the left, having a radius of 54.00 feet and a chord bearing and distance of North 86° 44' 12" East, 73.37 feet to the Point of Beginning, containing 3,499 square feet or 0.0803 of an acre of land, more or less.

And Also

Parcel 2

To find the Point of Beginning, commence at a 1"crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said point and running with the westerly line of said Land Lot 344 and along the property now or formerly owned by Dekalb–Lake Ridge, LLC as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, South 01° 44' 14" West, 279.73 feet to a point on the easterly right of way line of North Shallowford Road (having an 80 feet wide right of way); thence, running with the said line of North Shallowford Road, 63.46 feet along the arc of a curve deflecting to the left, having a radius of 2,071.45 feet and a chord bearing and distance of North 49° 32' 05" West, 63.46 feet; thence, North 50° 24' 46" West, 226.01 feet; thence, North 50° 24' 46" West, 58.33 feet to the True Point of Beginning of the below described strip or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of North

Shallowford Road

1. North 50° 24' 46" West, 17.65 feet; thence, leaving the aforesaid line of North Shallowford Road and running in, through over and across the aforesaid property of Dekalb-Lake Ridge, LLC
2. 22.41 feet along the arc of a curve deflecting to the right, having a radius of 24.00 feet and a chord bearing and distance of South 79° 30' 37" East, 21.60 feet; thence,
3. 10.89 feet along the arc of a curve deflecting to the right, having a radius of 13.00 feet and a chord bearing and distance of South 46° 14' 29" West, 10.58 feet to the Point of Beginning, containing 138 square feet or 0.0032 of an acre of land, more or less.

And Also

Parcel 3

To find the TRUE POINT OF BEGINNING, commence from an iron pin found at the southeast corner of Lakeview Oaks Phase II recorded in Plat Book 86, Page 10 with the northeasterly corner of the Peachford Hospital property; thence South 08 degrees 25 minutes 58 seconds West a distance of 738.02 feet to a point in the centerline of a creek and the TRUE POINT OF BEGINNING; thence 523 feet more or less along the centerline of said creek having a direct tie of South 23 degrees 54 minutes 31 seconds East a distance of 507.56 feet to a point; thence leaving said centerline of creek South 89 degrees 03 minutes 52 seconds West a distance of 276.94 feet to a point; thence North 04 degrees 31 minutes 56 seconds East a distance of 89.72 feet to a point; thence North 21 degrees 47 minutes 47 seconds West a distance of 169.81 feet to a point; thence North 20 degrees 50 minutes 16 seconds East a distance of 218.72 feet to a point; thence North 70 degrees 59 minutes 36 seconds East a distance of 52.20 feet to a point and the TRUE POINT OF BEGINNING.

Said tract containing 1.919 acres more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

UPON RECORDING RETURN TO:
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
Attention: Sharon Lowery

Clerk, Please Cross Reference:

Deed Book 24352, Page 167; Records of DeKalb County, Georgia

AMENDMENT 1 TO AGREEMENT

THIS AMENDMENT NO. 1 (this "Amendment") to the original AGREEMENT dated March 25, 2014 is made and entered into this _____ day of _____, 2024, by and among CITY OF DUNWOODY, GEORGIA, a municipality of the State of Georgia ("City") and DEKALB – LAKE RIDGE, LLC, a Georgia limited liability company ("Lake Ridge"). The City and Lake Ridge are sometimes referred to individually as a "Party" and collectively referred to as the "Parties". As used in this Agreement, the agents, contractors, utilities providers, customers, employees, tenants and invitees of a Party are, collectively, "Permittees".

RECITALS:

A. City is the owner of a parcel of land lying and being in Land Lot 345, of the 18th District of DeKalb County, Georgia described as Parcel 3 in the Agreement and containing 1.919 acres more or less (the Property).

B. Lake Ridge is the owner of sanitary sewer lines crossing the City's property as depicted on **Exhibit A** attached hereto and incorporated herein.

C. City and Lake Ridge entered into an Agreement dated March 25, 2014 recorded in Deed Book 24352, Page 171, in the records of the Superior Court of DeKalb County, Georgia (the "Records").

D. It was the intention of both Parties that Lake Ridge would continue to own and maintain the sanitary sewer lines after the transfer of the Property to the City.

E. The Parties further agree that a permanent access and maintenance easement along the sanitary sewer lines should have been included in the original Agreement but was inadvertently omitted.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. The City hereby grants to Lake Ridge, for the benefit of and as an appurtenance to the Property, and for the use by Lake Ridge and its successors and assigns and Permittees, a perpetual, non-exclusive easement over, under, through and across the Property for the purpose of using, maintaining, repairing and replacing the sanitary sewer lines.

2. Construction and Maintenance Standards; Operation Standards.

(a) The sanitary sewer lines will be maintained (or caused to be maintained) by Lake Ridge in accordance with first class maintenance standards. Lake Ridge will perform (or cause to be performed) all maintenance, repair and replacement work in a good and workmanlike manner with as little inconvenience to the City as is consistent with reasonable progress, and in accordance with: (i) all permits and approvals, including plan approvals, obtained in connection with the work, (ii) all applicable laws, codes, ordinances, rules and regulations (collectively, "Laws"), and (iii) sound engineering principles. If any maintenance, repair or replacement work will impact the City's use of the property and the paved path on the property, then Lake Ridge will notify the City a minimum of 3 days in advance. In the case of an emergency repair, notice shall be provided immediately upon discovery of the emergency condition. After commencing any work in the easement area, Lake Ridge will diligently and expeditiously pursue such work to completion.

(b) Lake Ridge agrees that if the maintenance standard set forth above is not complied with after written notice to Lake Ridge (the "First Notice") and a period of thirty (30) days to perform the required maintenance (with such longer period of time permitted if the scope of the maintenance requires it; as long as the work is commenced and diligently prosecuted to completion), then, in such event, City may elect on written notice to Lake Ridge (the "Second Notice") to perform (or cause to be performed) the required maintenance.

If City elects to exercise its self-help rights, the actual costs reasonably incurred by City will be reimbursed to City by Lake Ridge within ten (10) days after receipt of a written demand accompanied by reasonable evidence of the costs incurred. If Lake Ridge fails to so reimburse City, City may file a lien on the adjacent Lake Ridge property served by the sanitary sewer in the manner provided in DeKalb County, Georgia for the filing of mechanics' and materialmen's liens. All costs incurred by City will accrue interest at the rate of eight percent (8%) from the date incurred until the date paid.

(c) Lake Ridge is herby entitled to use of the Easement Area for the Easement specifically permitted herein, and any use or activity that is inconsistent with the permitted uses of Lake Ridge is strictly prohibited.

(d) In the event that the sanitary sewer lines are abandoned or relocated off the Property, the Easement described herein shall be dissolved and Lake Ridge shall either remove the existing sewer pipes and structures or fill the pipe in a manner acceptable to the City.

3. Indemnification. Lake Ridge agrees to indemnify City and hold City harmless from any and all actual damages which City may suffer and from any and all direct and actual liability, costs, and expenses arising out of the exercise by the Indemnifying Party of the easements and rights granted in this Agreement (including cost of defense, settlement, and reasonable attorneys' fees) which City may hereafter incur, become responsible for, or pay out as a result of the death or bodily injuries to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders caused solely by the negligent act, negligent omissions or willful misconduct of the Indemnifying Party, or its employees or contractors, in the performance of this Agreement.

4. Run with the Land; Governing Law. The rights, easements and obligations established in this Agreement will run with the land and are for the benefit of the Property, and shall be binding upon Lake Ridge and their respective successors and assigns and successors-in-title and, to the extent allowable by law, upon City. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

7. Recordation. This Agreement shall be recorded in the real property records of DeKalb County, Georgia.

8. Notices. All notices, consents, requests, demands or other communications given to or upon the respective Party (including a change of address for notices) shall be in writing and shall be effective for all purposes upon receipt when given by (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; or (iii) delivery by United States first class certified or registered mail, postage prepaid and addressed as follows:

CITY:	City of Dunwoody c/o City Manager 4800 Ashford Dunwoody Road Dunwoody, Georgia 30338
Lake Ridge	DeKalb – Lake Ridge, LLC 2100 Powers Ferry Road Suite 200 Atlanta, Georgia 30339

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first set forth above.

CITY:

Signed, sealed and delivered
in the presence of:

CITY OF DUNWOODY, GEORGIA

_____
Witness

By:_____
Name:_____
Title:_____

_____
Notary Public

[CORPORATE SEAL]

My Commission Expires:

_____
(NOTARY SEAL)

[Signatures continue on the following page]

LAKE RIDGE:

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public

My Commission Expires:

_____
(NOTARY SEAL)

DEKALB – LAKE RIDGE, LLC,
a Georgia limited liability company

By:

Its:

By:

Its:

By:_____
Print Name:_____
Title:_____

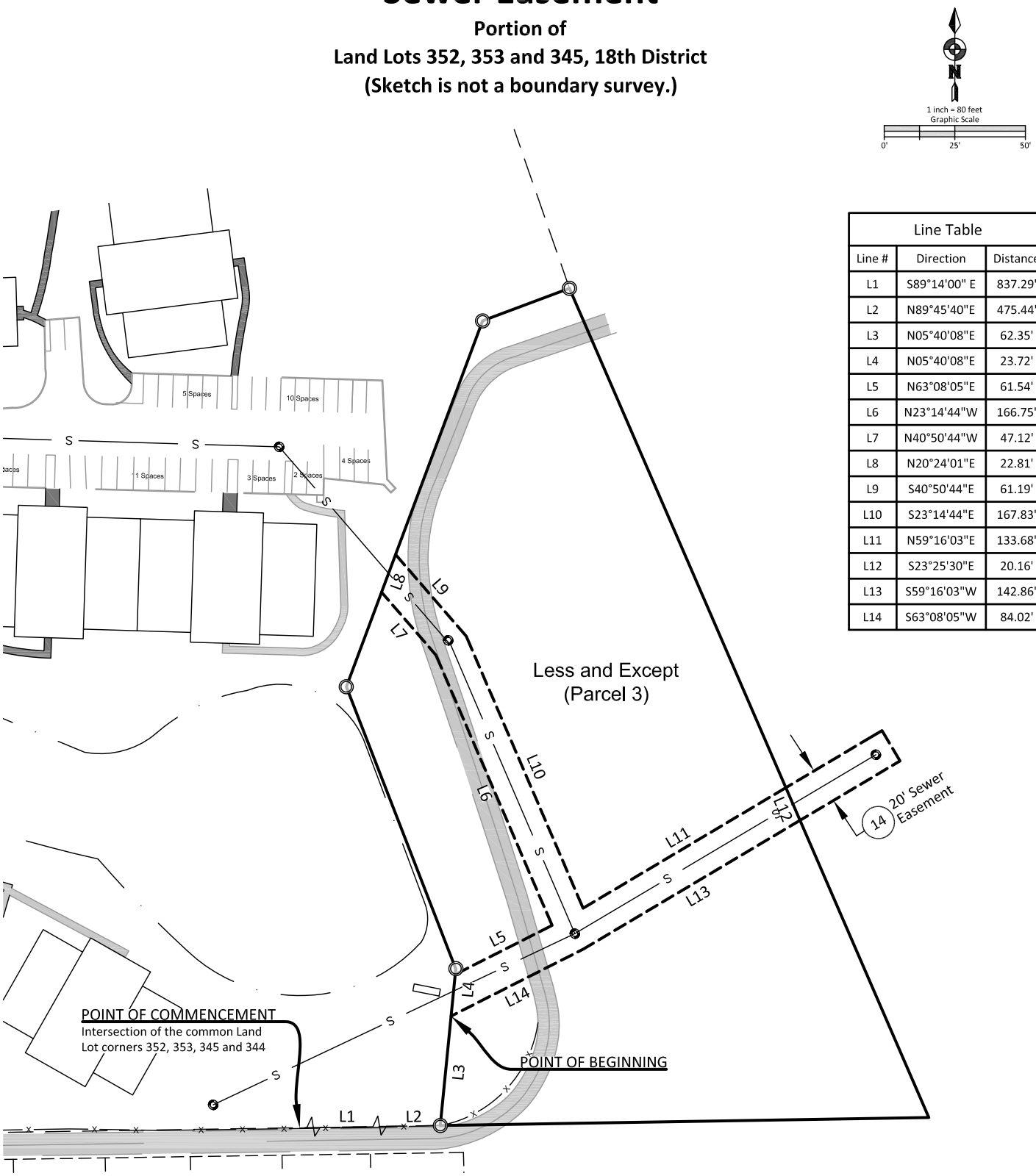
By:_____
Print Name:_____
Title:_____

EXHIBIT A

Legal Description and Exhibit for Sanitary Sewer Easement Area

SKETCH OF DESCRIPTION
Sewer Easement

Portion of
Land Lots 352, 353 and 345, 18th District
(Sketch is not a boundary survey.)



Line Table		
Line #	Direction	Distance
L1	S89°14'00" E	837.29'
L2	N89°45'40"E	475.44'
L3	N05°40'08"E	62.35'
L4	N05°40'08"E	23.72'
L5	N63°08'05"E	61.54'
L6	N23°14'44"W	166.75'
L7	N40°50'44"W	47.12'
L8	N20°24'01"E	22.81'
L9	S40°50'44"E	61.19'
L10	S23°14'44"E	167.83'
L11	N59°16'03"E	133.68'
L12	S23°25'30"E	20.16'
L13	S59°16'03"W	142.86'
L14	S63°08'05"W	84.02'

Sketch Provided by:

SOUTHERN GEOMATICS SERVICES
3737 S. Atlantic Avenue, Suite 402
Daytona Beach Shores, Florida 32118
akesler@southerngeomatics.com
985.801.9990

SURVEYOR NOTES

1. BASIS OF BEARING : Bearings shown hereon are based on the Southerly Property line, as being North 89°45'40" East.
2. Property restrictions, servitudes, right-of-ways, easements and/or other burdens, other than those noted, may exist on this property. Abstracting for verification of title and/or actual ownership was not in the scope of this sketch.

SURVEY INFORMATION

SHEET 1 OF 2
Date of Last Revision August 9, 2024
SGS Project #24-209

SKETCH OF DESCRIPTION
Sewer Easement

Portion of
Land Lots 352, 353 and 345, 18th District
(Sketch is not a boundary survey.)

All that tract or parcel of land lying and being in Land Lots 352, 353 and 345, 18th District, DeKalb County, Georgia and being more particularly described as follows:

COMMENCING at an iron pin found (1/2 inch crimp top pipe) marking the intersection of the common Land Lot corners of 352, 353, 345 and 344; Thence, South 89°14'00" East, a distance of 837.29 feet; Thence, North 89°45'40" East, a distance of 475.44 feet to an iron pin found (1/2 inch rebar); Thence, North 05°40'08" East a distance of 62.35 feet to the POINT OF BEGINNING; Thence, North 05°40'08" East a distance of 23.72 feet; Thence, North 63°08'05" East a distance of 61.54 feet; Thence, North 23°14'44" West a distance of 166.75 feet; Thence, North 40°50'44" West a distance of 47.12 feet; Thence, North 20°24'01" East a distance of 22.81 feet; Thence, South 40°50'44" East a distance of 61.19 feet; Thence, South 23°14'44" East a distance of 167.83 feet; Thence, North 59°16'03" East a distance of 133.68 feet; Thence, South 23°25'30" East a distance of 20.16 feet; Thence, South 59°16'03" West a distance of 142.86 feet; Thence, South 63°08'05" West a distance of 84.02 feet back to the POINT OF BEGINNING.

The above described parcel contains 8,854 square feet or 0.203 acres of land.

GEORGIA REGISTERED No. 3436 LAND SURVEYOR ALFRED J. KESLER

Alfred J. Kesler
Professional Surveyor and Mapper #3436
in the State of Georgia

Sketch Provided by:
SOUTHERN GEOMATICS SERVICES
3737 S. Atlantic Avenue, Suite 402
Daytona Beach Shores, Florida 32118
akesler@southerngeomatics.com
985.801.9990

SURVEYOR NOTES

1. BASIS OF BEARING : Bearings shown hereon are based on the Southerly Property line, as being North 89°45'40" East.
2. Property restrictions, servitudes, right-of-ways, easements and/or other burdens, other than those noted, may exist on this property. Abstracting for verification of title and/or actual ownership was not in the scope of this sketch.

SURVEY INFORMATION

SHEET 2 OF 2
Date of Last Revision August 9, 2024
SGS Project #24-209