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[Space above line reserved for Recorder's use]

After Recording, Return to:

Attn: Dennis A. Davenport  
McNally, Fox, Grant & Davenport, P.C.  
100 Habersham Drive  
Fayetteville, GA 30214  
(770) 461-2223

Please Cross Reference to

**SANITARY SEWER AND STORMWATER ACCESS AND MAINTENANCE  
EASEMENT**

THIS SANITARY SEWER AND STORMWATER ACCESS AND MAINTENANCE EASEMENT AGREEMENT (the "**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by **74 SOUTH LLC**, a Georgia limited liability company ("**Grantor**"), whose address is c/o Island Investors, LLC, 6400 Powers Ferry Rd NW Ste 385, Atlanta, GA, 30339 and **The Town of Tyrone, Georgia**, a municipality organized and existing under the laws of the State of Georgia, whose address is c/o McNally, Fox, Grant & Davenport, P.C., 100 Habersham Dr, Fayetteville, GA 30214 ("**Grantee**").

**RECITALS**

A. This Agreement concerns that certain real property situated in the Town of Tyrone, Fayette County, Georgia, as more particularly described and identified in the area highlighted on the plat of 1400 Senoia Road on Land Lot 116 of the 7<sup>th</sup> Land District, Town of Tyrone, Fayette County, Georgia, attached hereto as **Exhibit A** (the "**Property**"), with said Exhibit A attached hereto and incorporated herein;

B. 74 SOUTH LLC ("**Grantor**") a Georgia limited liability company, owns the Property;

C. Grantee desires an easement for access through, over, and under Grantor's property for the limited purpose of design, construction, development, access, maintenance, and use of a Sewer Line for the benefit of Grantee, subject to the terms and conditions set forth in this Agreement;

D. The sewer lines contemplated by herein and authorized by the Sewer Easements are composed of: (i) a sanitary sewer line and (ii) a stormwater sewer line;

E. The legal description of the sanitary sewer easement is set forth in full in the attached **Exhibit B** hereto;

F. The legal description of the stormwater sewer easement is set forth in full in the attached **Exhibit C** hereto;

G. Pursuant to that certain Sewer Easements recorded in the real estate records of the Superior Court of Fayette, Grantor has granted Grantee an easement for, *inter alia*, access, construction, installation, maintenance, improvement, operation, and repair of the sanitary sewer and stormwater lines (the “**Sanitary Sewer and Stormwater Access and Maintenance Easement**”);

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

Incorporation of the Recitals. The recitals set forth above are hereby incorporated into this Agreement.

Grant of Easement. Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, for the benefit of Grantee, an easement to Grantee and for the benefit of Grantee, a non-exclusive, easement through, over, and under and across that portion of Grantor’s property which such easement shall be confined to the immediate ten (10) feet on each side of the Sewer Line as constructed and as generally described on **Exhibit B** and **Exhibit C**. The Easement the Grantor grants herein shall run with the Property and shall remain valid, in force, and burden the Grantor’s leasehold interest for so long as Grantor maintains any leasehold or other interest in, upon, or concerning the Property, specifically including, but not limited to, the Railroad Lease and any subsequent revision, amendment, extension, modification, or restatement thereto. The Easement that Grantor grants herein shall run with the Property for the limited duration described herein in the event that Grantor sells, assigns, conveys, hypothecates, transfers, quitclaims, negotiates, or alienates the Property and shall be applicable to any of Grantor’s successors in interest with respect to the Property.

Representations and Warranties. Grantor covenants, represents, and warrants that it is the sole user, operator, and owner of all rights and obligations of the Property under which the Easement lies. Grantor is the appropriate person and entity to convey the Easement. Grantor acknowledges that these representations are made to induce Grantee to enter into this Agreement.

6. Binding Effect. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns for the limited duration described herein.

7. Notices. Notices or other communications between the parties pursuant to this Agreement will be given in writing and delivered by (a) certified mail, postage prepaid, (b) personal delivery, or (c) national overnight courier delivery service for next business day delivery, charges prepaid, and addressed to the applicable party at the address set forth in the introductory paragraph of this Agreement or to such address as a party may specify from time to time by giving

notice in accordance with this Section. All notices will be effective upon the date of receipt.

8. Modification. This Agreement extends only for the limited duration described herein and may only be terminated, extended, modified, or amended within that timeframe with the written consent of the owner of the Grantor's Parcel and the owner of the Grantee's Parcel. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the official records of the Superior Court of Fayette County, Georgia.

9. No Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

10. Recording. This Agreement shall be recorded in the land records of the Superior Court of Fayette County, Georgia.

11. Governing Law. The terms and conditions of this Agreement shall be governed by and construed under the laws of the State of Georgia.

12. Severability. The terms and conditions of this Agreement are severable and if any should be determined to be unenforceable then that shall not affect the enforceability of the remaining provisions.

13. Authorization. Each of the parties hereto hereby covenants, warrants and represents that: (a) the individual executing this Agreement is duly authorized to execute and deliver this Agreement and grant the interests in the estates demised hereunder in accordance with the organizational documents of such party; and (b) all necessary consents for this Agreement to be binding upon such party have been obtained.

14. Lender Consent. This Agreement shall be superior to any mortgage or deed of trust encumbering any portion of any parcel. Each owner represents and warrants to the other owners that (i) it has obtained the necessary consents from any holder of a mortgage or deed of trust that covers its parcel or any portion thereof at the time of recording this Agreement in order to subordinate such interest to this Agreement and (ii) there are no other mortgages or deeds of trust encumbering any portion of any parcel other than those for which consents have been provided at the time of recording.

15. Entire Agreement. This Agreement contains the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

16. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

17. Miscellaneous. The caption headings of the various sections of this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of

their respective sections. All exhibits referred to herein and attached hereto are a part of this Agreement. This Agreement shall not be effective until executed by each of the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

**74 SOUTH, LLC**, a Georgia limited liability company

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: Randall A. Wright

Title: Member-Manager

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal on the date first written above.

Signed, sealed and delivered in the presence of:

GRANTEE:

**The Town of Tyrone, Georgia**, a State of Georgia Municipality

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Grantor Parcel Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 16, CONTAINING 5.945 ACRES, LOT 17 CONTAINING 2.00 ACRES, AND TRACT B CONTAINING 1.509 ACRES, OF POWERS COURT, AS PER PLAT RECORDED IN PLAT BOOK 01 PAGES 58-60, AND REVISED AT PLAT BOOK 42, PAGES 8-10, RECORDS OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

LESS AND EXCEPT

#### Building A Tract

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Northwesternly Right-of-Way of Powers Way (60' Right-of-Way) and the Northeasterly Right-of-Way of Senoia Road (60' Right-of-Way), Thence along the Northeasterly Right-of-Way of Senoia Road following a curve to the left having a radius of 380.00 feet, an arc length of 129.14 feet, a chord which bears North 40 degrees 15 minutes 51 seconds West, and a chord length of 128.52 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 55 degrees 00 minutes 27 seconds West a distance of 655.41 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 44.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 87.33 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 44.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 87.33 feet to a point and the TRUE POINT OF BEGINNING; said tract being Building "A" and containing 0.297 Acres more or less.

Being Further shown as that Certain tract shown as BUILDING A TRACT 0.297 +/- ACRES AS SHOWN ON FINAL PLAT OF POWERS COURT PROFESSIONAL CENTER WHICH PLAT IS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

## EXHIBIT B

### Sanitary Sewer Easement Legal Description

A 20-foot sanitary sewer easement lying and being in Land Lot 116 of the 7th District of Fayette County, Georgia, Town of Tyrone, crossing Tax Parcel # 072604010, 0726 017 & 100' Railroad Spur Easement (DB. 212, Pg. 702), and being more particularly described as follows:

Commencing at a 1/2" rebar found at the right-of-way intersection of the easterly right-of-way of Georgia State Highway No. 74 (R/W Varies) and the northerly right-of-way of Senoia Road (60' R/W), thence along the northerly right-of-way of Senoia Road, North 69° 02' 03" East for a distance of 345.40 feet to a point; thence continuing along said right-of-way along a curve to the right a distance of 386.22 feet and having a radius of 400.00 feet, and a chord bearing of South 83° 18' 18" East for a distance of 371.39 feet to a point being the **TRUE POINT OF BEGINNING** of the 20-foot sanitary sewer easement; thence North 59° 01' 28" East for a distance of 77.94 feet to a point; thence North 40° 02' 03" East for a distance of 235.27 feet to a point; thence North 23° 22' 48" East for a distance of 70.63 feet to a point; thence North 31° 34' 08" East for a distance of 18.04 feet to a point; thence North 31° 34' 08" East for a distance of 100.86 feet to a point; thence North 31° 33' 18" East for a distance of 6.55 feet to a point; thence North 35° 31' 19" East for a distance of 202.44 feet to a point; thence North 24° 06' 49" East for a distance of 207.65 feet to a point; thence North 25° 22' 16" East for a distance of 60.45 feet to a point; thence South 65° 32' 22" East for a distance of 20.00 feet to a point; thence South 25° 21' 56" West for a distance of 60.70 feet to a point; thence South 24° 12' 00" West for a distance of 210.86 feet to a point; thence South 35° 31' 19" West for a distance of 202.14 feet to a point; thence South 31° 33' 18" West for a distance of 8.60 feet to a point; thence South 31° 32' 28" West for a distance of 101.07 feet to a point; thence South 31° 32' 28" West for a distance of 14.07 feet to a point; thence South 23° 22' 53" West for a distance of 71.73 feet to a point; thence South 40° 02' 03" West for a distance of 241.54 feet to a point; thence South 59° 01' 28" West a distance of 72.75 feet to a point on the Northerly right-of-way of Senoia Road (60' R/W); thence along the northerly right-of-way of Senoia Road, along a curve to the left a distance of 21.75 feet and having a radius of 400.00 feet, and a chord bearing of North 54° 06' 24" East for a distance of 21.75 feet to a point, being the **TRUE POINT OF BEGINNING** of the 20-foot sanitary sewer easement.

Said sanitary sewer easement containing 0.450 Acres.

## EXHIBIT C

### Stormwater Access & Maintenance Easements Legal Description

A 20-foot stormwater access & maintenance easement lying and being in Land Lot 116 of the 7th District of Fayette County, Georgia, Town of Tyrone, and being more particularly described as follows:

#### West Easement

Commencing at a 1/2" rebar found at the right-of-way intersection of the easterly right-of-way of Georgia State Highway No. 74 (R/W Varies) and the northerly right-of-way of Senoia Road (60' R/W), thence along the northerly right-of-way of Senoia Road, North 69° 02' 03" East for a distance of 154.04 feet to a point on the northerly right-of-way of Senoia Road (60' R/W) being the **TRUE POINT OF BEGINNING** of the 20-foot stormwater access & maintenance easement; thence North 21° 54' 05" West for a distance of 18.25 feet to a point, thence North 70° 22' 01" East for a distance of 181.24 feet to a point; thence North 16° 36' 56" West for a distance of 23.16 feet to a point; thence North 83° 12' 08" East for a distance of 35.65 feet to a point; thence North 24° 00' 15" West for a distance of 88.40 feet to a point; thence North 20° 47' 46" East for a distance of 153.57 feet to a point; thence North 40° 02' 15" East for a distance of 173.71 feet to a point; thence South 49° 57' 45" East for a distance of 20.00 feet to a point; thence South 40° 02' 15" West for a distance of 170.32 feet to a point; thence South 20° 47' 46" West for a distance of 141.93 feet to a point; thence South 24° 00' 15" East for a distance of 102.19 feet to a point; thence North 76° 38' 57" East for a distance of 79.56 feet to a point; thence South 88° 28' 36" East for a distance of 47.82 feet to a point; thence North 20° 53' 09" East for a distance of 94.52 feet to a point; thence North 40° 02' 03" East for a distance of 236.64 feet to a point; thence South 49° 57' 57" East for a distance of 20.00 feet to a point; thence South 40° 02' 03" West for a distance of 233.36 feet to a point; thence South 20° 51' 58" West for a distance of 100.82 feet to a point on the northerly right-of-way of Senoia Road (60' R/W); thence continuing along said right-of-way along a curve to the left a distance of 184.95 feet and having a radius of 400.00 feet, and a chord bearing of South 82° 16' 48" East for a distance of 183.30 feet to a point; thence along said right-of-way South 69° 02' 03" West a distance of 191.36 feet to a point, being the **TRUE POINT OF BEGINNING** of the 20-foot stormwater access & maintenance easement.

Said stormwater access & maintenance easement containing 0.488 Acres.

#### East Easement

Commencing at a 1/2" rebar found at the right-of-way intersection of the easterly right-of-way of Georgia State Highway No. 74 (R/W Varies) and the northerly right-of-way of Senoia Road (60' R/W), thence along the northerly right-of-way of Senoia Road, North 69° 02' 03" East for a distance of 345.40 feet to a point, thence continuing along said right-of-way along a curve to the right a distance of 423.20 feet and having a radius of 400.00 feet, and a chord bearing of South 80° 39' 25" East for a distance of 403.74 feet to a point being the **TRUE POINT OF BEGINNING** of the 20-foot stormwater access & maintenance easement; thence North 39° 22' 46" East for a distance of 118.47 feet to a point; thence North 40° 13' 15" East for a distance of 154.07 feet to a point; thence South 49° 46' 45" East for a distance of 20.00 feet to a point; thence South 40° 13'

15" West for a distance of 153.93 feet to a point; thence South 39° 22' 46" West for a distance of 105.90 feet to a point; thence South 53° 25' 53" East for a distance of 219.50 feet to a point; thence North 63° 22' 58" East for a distance of 110.17 feet to a point; thence North 40° 02' 03" East for a distance of 157.93 feet to a point; thence South 49° 57' 57" East for a distance of 20.00 feet to a point; thence South 40° 02' 03" West for a distance of 162.07 feet to a point; thence South 63° 22' 58" West for a distance of 111.20 feet to a point; thence South 19° 18' 47" East for a distance of 30.52 feet to a point; thence South 38° 34' 33" East for a distance of 26.68 feet to a point on the northerly right-of-way of Senoia Road (60' R/W); thence continuing along said right-of-way North 49° 58' 23" West for a distance of 55.78 feet to a point; thence leaving said right-of-way North 22° 09' 13" West for a distance of 13.20 feet to a point; thence North 53° 25' 53" West for a distance of 101.87 feet to a point on said right-of-way; thence continuing along said right-of-way North 49° 57' 57" West a distance of 140.50 feet to a point; thence continuing along said right-of-way along a curve to the left a distance of 1.33 feet and having a radius of 400.00 feet, and a chord bearing of North 50° 03' 40" West for a distance of 1.33 feet to a point on the northerly right-of-way of Senoia Road (60' R/W) being the **TRUE POINT OF BEGINNING** of the 20-foot stormwater access & maintenance easement.

Said stormwater access & maintenance easement containing 0.358 Acres.

**EXHIBIT D**

Sewer Line As-Built Depiction