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GA. CARROLL COUNTY
CLERK SUPERIOR COURT

14 DEC -4 PM 1:53

Alan J. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

After recording, return to:
SMITH CONERLY LLP
402 Newnan Street
Carrollton, Georgia 30117

GRANT OF EASEMENTS AND RESTRICTIVE COVENANT BENEFITTING CARROLLTON GREENBELT PROJECT

THIS GRANT OF EASEMENTS AND RESTRICTIVE COVENANT (the "Agreement") is made and entered into as of this 24th day of November, 2014, by and between MIKE LAWRENCE ("Grantor") and the MAYOR AND CITY COUNCIL OF THE CITY OF CARROLLTON, GEORGIA (the "City").

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land located in Carroll County, Georgia (the "Grantor Property"), and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, the City is the owner of an easement over, or fee simple to, certain land located contiguous to the Grantor Property (the "the City Property"); and

WHEREAS, Grantor intends to grant to the City permanent irrevocable easements on, over, under and across that portion of the Grantor Property shown as "50' PERMANENT TRAIL EASEMENT AREA: 0.17 Acres" (the "Permanent Easement Area") delineated and described on a plat entitled "Easement Survey for: City of Carrollton", prepared by Georgia & West, Inc., certified by Michael D. Crawford, Georgia Registered Land Surveyor #3125, dated March 14, 2014 and being recorded in Plat Book 99, Page 253, Carroll County, Georgia Records (the "Easement Plat") for the purposes set forth in Paragraph 1 hereof; and

WHEREAS, Grantor intends to grant to the City temporary construction easements over those portions of the Grantor Property identified on the Easement Plat as "Temporary Construction Easement" and those portions of the Grantor Property identified on the Easement Plat as "Temporary Construction Access Easement" (collectively, the "Temporary Easement Areas") for the purposes set forth in Paragraph 2 hereof; and

WHEREAS, Grantor desires to dedicate, create and establish certain restrictions on the use of the Grantor Property for the benefit of the City and the general public.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, the parties hereto agree as follows:

1. Grant of Permanent Easements by Grantor for the Benefit of the City. Grantor hereby grants, bargains, sells and conveys to the City, for the benefit of the City, the City Property, the City's invitees, employees, contractors, subcontractors, agents and to the general public (the "Benefitted Parties"), subject, however, to such ordinances, rules and regulations regarding the public use of the Grantor Property as the City or political subdivision or other regulatory authority designated by the City may from time to time impose or prescribe (the "Rules"), permanent irrevocable easements on, over, under and across the Permanent Easement Area (the "Permanent Easements") for the purposes of:

- (i) uninterrupted pedestrian and non-motorized vehicular right-of-way, access and passage, and
- (ii) constructing, installing, maintaining, repairing, replacing, relocating or removing such of the following improvements as may be necessary or desirable in the City's discretion:
 - (a) paved or unpaved pedestrian and non-motorized vehicular paths, trails and roads (collectively, the "Pathways");
 - (b) trees, plants and grasses, and watering and sprinkler systems for the maintenance of such trees, plants and grasses (collectively, "Landscaping");
 - (c) structures for the collection, handling and dissipation of storm water ("Storm Drains");
 - (d) light poles, light fixtures, benches, shelters, fountains, vending apparatus, exercise facilities, fences, bridges and related improvements (the "Pathway Amenities");
 - (e) utility lines and appurtenant structures and equipment to provide utilities serving of the Pathways, Landscaping, Storm Drains and Pathway Amenities (the "Utilities"); and
 - (f) slope and grade changes on the Grantor Property for the installation of the Pathways, Landscaping, Storm Drains, Pathway Amenities and Utilities (the Pathways, Landscaping, Storm Drains, Pathway Amenities and Utilities are hereinafter collectively referred to as the "Improvements").

2. Grant of Temporary Construction Easements by Grantor for the Benefit of the City. Grantor hereby grants, bargains, sells and conveys to the City, for the benefit of the Benefitted Parties temporary easements on, over, under, across and through the Temporary Easement Areas for use for pedestrian and vehicular access to and from the Permanent Easement Area and the Temporary Easement Areas for normal construction activities while constructing the Improvements (the "Temporary Construction Easements"). The Temporary Construction Easements shall automatically terminate, without any further action by either party, upon the completion of the construction of the Improvements.

3. Maintenance Obligations. The City shall be solely responsible for performing at its sole cost and expense, and shall have the sole right to perform, the maintenance of all structures and improvements placed on, under, above or across the Grantor Property pursuant to its easement rights granted hereunder.

4. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

5. Ownership; Warranty of Title; Subordination of Liens. Grantor covenants and warrants that it is the owner in fee simple of the Grantor Property and that it has a good and lawful right to convey the easements herein unto the City. Grantor hereby warrants and shall defend the right and title to the above-described easements unto the City, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor. Grantor agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Grantor Property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, Grantor shall secure a consent and joinder from the holder thereof which shall be recorded in conjunction herewith.

6. Restriction on Water Wells and Use of Groundwater. Grantor covenants and agrees with and for the benefit of the City and the general public that it shall prohibit the use of groundwater beneath the Grantor Property for any purpose and that it shall permit no wells for the extraction of ground water or other water, whatever the source, to be drilled, dug, excavated or otherwise constructed or operated on the Grantor Property.

7. Amendment. Grantor and the City hereby agree that only upon the written consent of all parties hereto and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A wavier by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent of necessary to render the real covenants herein valid and enforceable. If any term provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.


10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Grantor and the City and their respective successors and assigns.


11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or on the second day following the postmark date of such notice when mailed by registered or certified, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the party at the address set forth in the real property tax records of Carroll County, Georgia, or at such other address as a party hereto shall designate by notice to the other parties in accordance herewith.

12. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each party, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness


Notary Public


MIKE LAWRENCE



EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

All that tract or parcel of land lying and being in Land Lot 132 of the 10th District, Carroll County, Georgia, lying and being on the North side of the Carrollton-Mt. Zion Road as follows: BEGINNING at a point on said road at the center of the bridge which crosses the Little Tallapoosa River and running thence easterly along the North side of Mt. Zion Road 310 feet, more or less, to an iron pin thence, northerly 144 feet to an iron pin; thence westerly 289 feet, more or less, to a corner on the easterly side of the normal water line of said river; thence in southerly direction following the meanderings of said river 144 feet to the POINT OF BEGINNING; and being bounded on the North and East by the property of J. W. Cantrell; on the South by the Carrollton-Mt. Zion public road and on the West by the Little Tallapoosa River; with all improvements thereon. Said tract being a parcel out of the tract of land described in deed recorded in Deed Book 76, Page 338, Carroll County Records and Deed Book 83, Page 289, Carroll County Records.

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GRANT OF EASEMENTS AND RESTRICTIVE COVENANT BENEFITTING CARROLLTON GREENBELT PROJECT

THIS GRANT OF EASEMENTS AND RESTRICTIVE COVENANT (the "Agreement") is made and entered into as of this 24th day of November, 2014, by and between LAWRENCE PROPERTIES, INC., a Georgia corporation ("Grantor") and the MAYOR AND CITY COUNCIL OF THE CITY OF CARROLLTON, GEORGIA (the "City").

RECITALS

WHEREAS, Grantor is the owner in fee simple of that certain parcel of land located in Carroll County, Georgia (the "Grantor Property"), and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, the City is the owner of an easement over, or fee simple to, certain land located contiguous to the Grantor Property (the "the City Property"); and

WHEREAS, Grantor intends to grant to the City permanent irrevocable easements on, over, under and across that portion of the Grantor Property shown as "30' Permanent Easement Area: 1.12 Acres" (the "Permanent Easement Area") delineated and described on a plat entitled "Easement Survey for: City of Carrollton", prepared by Georgia & West, Inc., certified by Douglas C. Crawford, Georgia Registered Land Surveyor #1833, dated March 14, 2014 and being recorded in Plat Book 99, Page 252, Carroll County, Georgia Records (the "Easement Plat") for the purposes set forth in Paragraph 1 hereof; and

WHEREAS, Grantor intends to grant to the City temporary construction easements over those portions of the Grantor Property identified on the Easement Plat as "Temporary Construction Easement" and those portions of the Grantor Property identified on the Easement Plat as "Existing Field Road" (collectively, the "Temporary Easement Areas") for the purposes set forth in Paragraph 2 hereof; and

WHEREAS, Grantor desires to dedicate, create and establish certain restrictions on the use of the Grantor Property for the benefit of the City and the general public.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, the parties hereto agree as follows:

1. Grant of Permanent Easements by Grantor for the Benefit of the City. Grantor hereby grants, bargains, sells and conveys to the City, for the benefit of the City, the City Property, the City's invitees, employees, contractors, subcontractors, agents and to the general public (the "Benefitted Parties"), subject, however, to such ordinances, rules and regulations regarding the public use of the Grantor Property as the City or political subdivision or other regulatory authority designated by the City may from time to time impose or prescribe (the "Rules"), permanent irrevocable easements on, over, under and across the Permanent Easement Area (the "Permanent Easements") for the purposes of:

- (i) uninterrupted pedestrian and non-motorized vehicular right-of-way, access and passage, and
- (ii) constructing, installing, maintaining, repairing, replacing, relocating or removing such of the following improvements as may be necessary or desirable in the City's discretion:
 - (a) paved or unpaved pedestrian and non-motorized vehicular paths, trails and roads (collectively, the "Pathways");
 - (b) trees, plants and grasses, and watering and sprinkler systems for the maintenance of such trees, plants and grasses (collectively, "Landscaping");
 - (c) structures for the collection, handling and dissipation of storm water ("Storm Drains");
 - (d) light poles, light fixtures, benches, shelters, fountains, vending apparatus, exercise facilities, fences, bridges and related improvements (the "Pathway Amenities");
 - (e) utility lines and appurtenant structures and equipment to provide utilities serving of the Pathways, Landscaping, Storm Drains and Pathway Amenities (the "Utilities"); and
 - (f) slope and grade changes on the Grantor Property for the installation of the Pathways, Landscaping, Storm Drains, Pathway Amenities and Utilities (the Pathways, Landscaping, Storm Drains, Pathway Amenities and Utilities are hereinafter collectively referred to as the "Improvements").

2. Grant of Temporary Construction Easements by Grantor for the Benefit of the City. Grantor hereby grants, bargains, sells and conveys to the City, for the benefit of the Benefitted Parties temporary easements on, over, under, across and through the Temporary Easement Areas for use for pedestrian and vehicular access to and from the Permanent Easement Area and the Temporary Easement Areas for normal construction activities while constructing the Improvements (the "Temporary Construction Easements"). The Temporary Construction Easements shall automatically terminate, without any further action by either party, upon the completion of the construction of the Improvements.

3. Maintenance Obligations. The City shall be solely responsible for performing at its sole cost and expense, and shall have the sole right to perform, the maintenance of all structures and improvements placed on, under, above or across the Grantor Property pursuant to its easement rights granted hereunder.

4. Reciprocal Indemnity. Each of the parties hereto hereby agree to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein.

5. Ownership; Warranty of Title; Subordination of Liens. Grantor covenants and warrants that it is the owner in fee simple of the Grantor Property and that it has a good and lawful right to convey the easements herein unto the City. Grantor hereby warrants and shall defend the right and title to the above-described easements unto the City, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor. Grantor agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Grantor Property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, Grantor shall secure a consent and joinder from the holder thereof which shall be recorded in conjunction herewith.

6. Restriction on Water Wells and Use of Groundwater. Grantor covenants and agrees with and for the benefit of the City and the general public that it shall prohibit the use of groundwater beneath the Grantor Property for any purpose and that it shall permit no wells for the extraction of ground water or other water, whatever the source, to be drilled, dug, excavated or otherwise constructed or operated on the Grantor Property.

7. Amendment. Grantor and the City hereby agree that only upon the written consent of all parties hereto and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A wavier by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent of necessary to render the real covenants herein valid and enforceable. If any term provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Grantor and the City and their respective successors and assigns.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon personal delivery or on the second day following the postmark date of such notice when mailed by registered or certified, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the party at the address set forth in the real property tax records of Carroll County, Georgia, or at such other address as a party hereto shall designate by notice to the other parties in accordance herewith.

12. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each party, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

LAWRENCE PROPERTIES, INC.
A Georgia corporation

Meredith Brown

Witness

[Signature]

Notary Public

By:

[Signature]

Title:

President



EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

All that tract or parcel of land lying and being in Land Lot 131 of the 10th District, Carroll County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the Northerly right of way of Alabama Street at its intersection with the Westerly right of way of Hammond Street; thence North 3 degrees 29 minutes East a distance of 319.8 feet to an iron pin; thence North 2 degrees 30 minutes West a distance of 230 feet to an iron pin and the point of beginning; thence North 2 degrees 30 minutes West a distance of 950 feet along the Westerly right of way of Hammond Street to an iron pin; thence North 87 degrees 30 minutes East a distance of 30 feet to an iron pin; thence North 2 degrees 30 minutes West a distance of 560 feet to an iron pin; thence North 87 degrees 30 minutes West a distance of 760 feet to an iron pin thence South 2 degrees 30 minutes West a distance of 550 feet to an iron pin; thence South 39 degrees 30 minutes West a distance of 665 feet to an iron pin; thence Southerly along the Westerly right of way of a proposed street a distance of 360 feet to an iron pin on the Northerly right of way of Alabama Street; thence South 73 degrees 47 minutes East a distance of 135.7 feet along the Northerly right of way of Alabama Street; thence South 66 degrees 06 minutes East a distance of 399.68 feet to an iron pin continuing along the Northerly right of way of Alabama Street; thence South 61 degrees 18 minutes East, continuing along the Northerly right of way of Alabama Street a distance of 381.8 feet to an iron pin; thence North 26 degrees 12 minutes East a distance of 336.7 feet to an iron pin; thence North 87 degrees 43 minutes East a distance of 300 feet to an iron pin on the Westerly right of way of Hammond Street, returning to the point of beginning and being 36.7 acres.

LESS AND EXCEPT that portion of caption real estate lying within the proposed street as shown in that plat for W.T. Green and B.C. Barnes, revised September 8, 1967, prepared by Jacob R. Harrison, GRLS #1134.

Consent of Lender

The undersigned HAMILTON STATE BANK ("Lender"), being the holder of (i) that certain Deed to Secure Debt from LAWRENCE PROPERTIES, INC. ("Borrower") to DOUGLAS COUNTY BANK, dated August 18, 1999, and recorded at Deed Book 1159, Page 752, Carroll County, Georgia Records, as modified by that certain Modification Agreement, dated August 18, 1999, and recorded at Deed Book 2576, Page 298, aforesaid records, as modified by that certain Modification Agreement, dated August 18, 1999, and recorded at Deed Book 2752, Page 304, aforesaid records, as modified by that certain Modification Agreement, dated September 27, 2012, and recorded at Deed Book 5200, Page 5, aforesaid records, as modified by that certain Modification Agreement, dated March 5, 2013, and recorded at Deed Book 5237, Page 833, aforesaid records; (ii) that certain Assignment of Leases and Rents from Borrower to Lender, dated September 22, 2011, and recorded at Deed Book 4987, Page 170, Carroll County, Georgia Records; and (iii) that certain UCC Financing Statement from Borrower to Lender, recorded April 30, 2012 at Deed Book 5100, Page 340, aforesaid records (collectively, the "Security Deeds"), does hereby consent to the grant by Borrower of the within and attached easements, and does hereby agree that the foreclosure of the Security Deeds, or the exercise of Lender's rights thereunder shall not affect or eliminate said easements.

This 24 day of NOVEMBER, 2014.

LENDER:

HAMILTON STATE BANK

Signed, sealed and delivered in
the presence of:

Loren Heyrold
Unofficial Witness

Pamela J Bryant
Notary Public

By:

Title:

[Signature]
GREENTREE, MKT. PRES.

