

The Fryer Law Firm
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Atlanta, Georgia 30324
05-01688-55

STATE OF GEORGIA
COUNTY OF FULTON

Deed Book 40742 Pg. 291
Filed and Recorded Aug-23-2005 08:23am
2005-0288389
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

UTILITY EASEMENT AGREEMENT

For and in consideration of the sum of one dollar (\$1.00) in hand paid, and other good and valuable considerations from Grantee, the receipt of which is hereby acknowledged, the undersigned **C. B. WOOD**, (as owner of 842 Confederate Avenue, Atlanta, GA 30312) hereinafter referred to as "Grantor", hereby has granted, bargained, sold and conveyed unto **BRETT A. GOLDENBERG AND ANTHONY J. PEACOCK** (as owner of Lot to the rear of 842 Confederate Avenue, Atlanta, GA 30312), hereinafter referred to as "Grantee", a perpetual easement for the purpose and uses hereinafter set forth, over, through, and across 842 Confederate Avenue, Atlanta, GA 30312.


Grantor grants to Grantee a permanent easement running across the entire length of the property, more particularly described in the survey, attached hereto and incorporated herein as Exhibit "A". Said permanent easement commences at the northwestern corner area of the property now owned by Grantor at its intersection with Confederate Avenue, and extends in a easterly-southeasterly direction along the northerly edge of Grantor's property and ends at the eastern most property line of Grantor at it's boundary with Grantee's property. Said easement shall be 10 feet in width.

The easement covered by this instrument is for the purpose of creating a utility easement, including but not limited to a sewer and water line and all its attachments, together with the right to enter upon said land to install said sewer and water line and related valves and attachments, and to maintain and repair the same as may from time to time be necessary or expedient, with all the rights members and appurtenances to said easement and right of way in any wise appertaining to or belonging. Any and all costs pertaining to the installation, maintenance, and repair of this easement, including the sewer and water line itself, and removal of grass, shrubs, walkways, etc., for such maintenance and repair, are to be the sole responsibility of the Grantee. Easement area is to be returned to substantially the same manner as prior to such maintenance and repair. The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. This easement agreement runs with the title of the land of the properties referred to herein.

WITNESS, the hands and seals of the undersigned, this 15TH day of August, 2005.


Signed, sealed and delivered
in the presence of:

GRANTOR:



C. B. WOOD

GRANTEE:


BRETT A. GOLDENBERG


ANTHONY J. PEACOCK


Unofficial Witness


Notary Public

