

Parcel ID 18 296 05 004
Parcel Address: 3498 Pine Street
Prepared by:
Kaizen Collaborative
PATH Foundation, Inc.
Attn: Charles M. Abbott Jr., P.E.
2390 Main Street
Tucker, GA 30084

PERMANENT TRAIL EASEMENT

DEKALB COUNTY, GEORGIA

THIS INDENTURE, made this ____ day of _____, 2024, between, **DEKALB COUNTY BOARD OF EDUCATION**, hereinafter referred to as party of the first part, and **THE CITY OF DORAVILLE**, a political subdivision of the State of Georgia, hereinafter referred to as the party of the second part

WITNESSETH: that the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a **Permanent Trail Easement**, for the purpose of construction and maintenance of a multipurpose trail, said easement being that property located in **Land Lot 296 of the 18th Land District**, being described by the **Tax Parcel No. 18 296 05 004** of DeKalb County, Georgia, and being shown as **Permanent Trail Easement, consisting of 1.08 acres (47,117 square feet)**, on the **Doraville Sequoyah Site Trail** prepared by PATH Foundation, Inc. and Kaizen Collaborative, for the City of Doraville and the DeKalb County Board of Education, consisting of a drawing dated **August 23, 2024**, a copy of which is attached hereto as Exhibit "A" and being incorporated herein by this reference. The said Exhibit "A" shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to the said easement for the purposes previously stated.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that it will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part hereby warrants and will defend that Grantor has the right to sell and convey said interest in land and bind herself, her heirs, executors and administrators forever against the claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures, outside of the aforementioned multipurpose trail will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

The party of the first part further covenants that no buildings or permanent structures, outside of the aforementioned multipurpose trail will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

DeKalb County Board of Education

Unofficial Witness

Signature

Notary Public, State of Georgia

Title

DeKalb County Board of Education

Signature

Title

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TEMPORARY ACCESS / LAYDOWN EASEMENT

DEKALB COUNTY, GEORGIA

THIS INDENTURE, made this ____ day of _____, 2024, between, **DEKALB COUNTY BOARD OF EDUCATION**, hereinafter referred to as party of the first part, and **THE CITY OF DORAVILLE**, a political subdivision of the State of Georgia, hereinafter referred to as the party of the second part

WITNESSETH: that the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a Temporary Access / Laydown Easement, for the purpose of access and construction of a a multipurpose trail, said easement being that property located in **Land Lot 296 of the 18th Land District**, being described by the **Tax Parcel No. 18 296 05 004** of DeKalb County, Georgia, and being shown as **Temporary Construction Easement Area, consisting of 0.93 acres (40,570 square feet), and Temporary Construction Access, consisting of 0.40 acres (17,376 square feet)** on the **Doraville Sequoyah Site Trail** prepared by PATH Foundation, Inc. and Kaizen Collaborative, for the City of Doraville and the DeKalb County Board of Education, consisting of a drawing dated **August 23, 2024**, a copy of which is attached hereto as Exhibit "A" and being incorporated herein by this reference. The said Exhibit "A" shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to the said easement for the purposes previously stated.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and that it will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part hereby warrants and will defend that Grantor has the right to sell and convey said interest in land and bind herself, her heirs, executors and administrators forever against the claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures, outside of the aforementioned multipurpose trail will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

The party of the first part further covenants that no buildings or permanent structures, outside of the aforementioned multipurpose trail will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

DeKalb County Board of Education

Unofficial Witness

Signature

Notary Public, State of Georgia

Title

DeKalb County Board of Education

Signature

Title