D2023000969
BK:1729 PG:141-144

6766630686
PARTICIPANT ID

FILED IN OFFICE
CLERK OF COURT
03/15/2023 11:39 AM
ANGELA ELDER-JOHNSON, CLERK
SUPERIOR COURT
OCONEE COUNTY, GA

Quarterman, Hodson, Triplett & Leach, P.C.
2053 Experiment Station Road, Building 1100
Watkinsville, GA 30677
Phone 706-543-7777
Fax 706-543-1844

File #220907

Angela Elder-Johnson

STATE OF GEORGIA
COUNTY OF OCONEE

SEWER EASEMENT

This EASEMENT for establishment of and access to a sewer easement (this "**Agreement**" or this "**Easement**"), dated as of March 14, 2023 (the "**Effective Date**"), by and between R&C Development Enterprises, LLC (hereinafter, the "**Grantor**"), and the UAL Holdings, LLC, of the State of Georgia (hereinafter, the "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located in Oconee County, Georgia on Stonebridge Parkway, Oconee County Map Parcel Numbers B 06 A001 (at present consisting of 22.96 acres) and shown on the plat of survey attached hereto as Exhibit "A" and incorporated herein (the "Easement Survey") , hereinafter collectively referred to as "Subject Property";

WHEREAS, Grantee is the owner of certain land located in Oconee County, Georgia collectively representing Oconee County Map Parcel Numbers B 06 008A (Tract 1, 1.62 acres) and B 06 008 (Tract 2, 2.79 acres) and collectively shown on the plat of survey attached hereto as Exhibit "A" and incorporated herein (the "Easement Survey") ,

WHEREAS, a portion of the Subject Property owned by Grantor has located within a Sanitary Sewer Easement, shown as "0.21 acres Sanitary Sewer Easement" on the Easement Survey attached hereto and incorporated herein, hereinafter referred to as the "Sanitary Sewer Easement";

WHEREAS, Grantor and Grantee executed an Option to Purchase Easement Agreement dated October 27, 2022, under which Grantee was provided the option to purchase a permanent sanitary sewer easement crossing the Subject Property,

WHEREAS, the Grantee is exercising their Option to Purchase said sanitary sewer easement, and Grantor will now grant such access, across Subject Property, for purposes of access to sewer utilities, and constructing, operating, repairing, servicing and maintaining the Sanitary Sewer Easement (the "Easement Duties");

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

Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors and assigns, a perpetual, non-exclusive easement (the "Easement") upon, over and across the lands of said Grantor, for the benefit of Grantee for the purposes of Ingress and Egress and access to perform the Easement Duties with as minimal intrusion as is reasonably possible, more particularly described and shown as follows:

That 0.21 acres Sanitary Sewer Easement as shown on that plat of survey entitled "Sanitary Sewer Easement Plat For: UAL Holdings, LLC" prepared by Baseline Surveying & Engineering, Inc. and attached hereto as Exhibit "A" and incorporated herein for a more particular description of the Easement.

Repair. In the event the surface of any portion of the Easement is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to repair the Easement.

Reservation of Rights. All right, title and interest in and to Subject Property, which may be used and enjoyed without unreasonably interfering with the rights conveyed by this Agreement are reserved to Grantor.

Grantor's Use of Property. Grantor reserves the right to use Subject Property in any manner and for any purpose that does not unreasonably interfere with Grantee's Easement rights and its use of the Easement.

Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

Default and Remedies. In the event of a default by Grantor or Grantee, the non-defaulting party may seek any and all remedies permitted by law.

Grantor Not Liable. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement, whether or not it is insured, or for any damage to or loss associated with the Sanitary Sewer Easement unless due to willful, intentional, or gross negligence of Grantor.

Indemnification. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement.

Grantor stipulates that no building, structure, or portion thereof shall be built upon or over the Easement, and Grantee shall at all times have convenient access to the area contained herein; and

Grantor warrants and will forever defend the title to said easements unto the said Grantee, its successors and assigns, against the lawful claims of all person whomsoever.

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

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Angie M. Laird
Notary Public

ANGIE M LAIRD
NOTARY PUBLIC
OCONEE COUNTY, GEORGIA
MY COMMISSION EXPIRES
APRIL 09, 2023

R&C Development Enterprises, LLC

By: _____(Seal)
Name: John W. Ray, III
Title: Manager

BK:1729 PG:144

P2023000028
BK:2023 PG:28-28
FILED IN OFFICE
CLERK OF COURT
09/01/2023 09:38 AM
ANGELA BLAKE-DAWSON, CLERK
SUPERIOR COURT
OCONEE COUNTY, GA

MATTHEW D. ULMER
GEORGIA REGISTERED
LAND SURVEYOR #3069

P.O. BOX 269
WATKINSVILLE, GA 30677
706-769-6610

THIS PLAT IS NOT VALID
OR RECORDABLE UNLESS
SURVEYOR'S SIGNATURE APPEARS IN
ORIGINAL BLUE INK OVER THE
SEAL.

IN MY OPINION, THIS PLAT IS A
CORRECT REPRESENTATION OF
THE LAND PLATTED AND HAS BEEN
PREPARED IN CONFORMITY WITH
MINIMUM STANDARDS AND
REQUIREMENTS OF GEORGIA LAW.

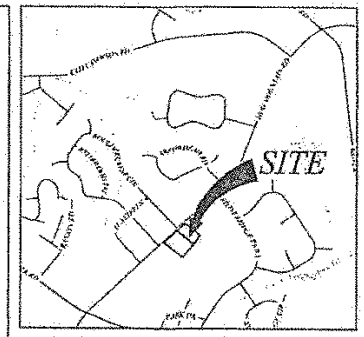
FIELD SURVEY CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT WAS BASED HAS A PERFORMED ERROR OF CLOSURE OF ONE FOOT IN 102,000 FEET AND AN ANGULAR ERROR OF 0.00 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THE FIELD DATA WAS COLLECTED USING A REAL TIME KINEMATIC APPLICATION AND HAS A RELATIVE POSITIONAL ACCURACY OF 0.06 FEET AT THE 95% CONFIDENCE LEVEL AND WAS NOT ADJUSTED.

THE FIELD WORK WAS COMPLETED ON SEPTEMBER 1, 2023

PLAT CLOSURE STATEMENT

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 102,000 FEET



VICINITY MAP

NOT TO SCALE

BASELINE
SURVEYING & ENGINEERING, INC.

P.O. BOX 269
WATKINSVILLE, GA 30677

WWW.BASELINEGA.COM

PHONE: 706-769-6610

MATT@BASELINEGA.COM

PLAT FOR:

UAL HOLDINGS, LLC

321st GEORGIA MILITIA DISTRICT

OCONEE COUNTY

PHYSICAL ADDRESS:

1911
HOG MOUNTAIN ROAD
WATKINSVILLE, GA 30677

SANITARY SEWER EASEMENT
(TABLE BELOW LABELED)

LINE	BEARING	DISTANCE
L1	S 23°04'09" E	23.98'
L2	S 33°15'49" W	378.19'
L3	S 42°06'24" W	132.73'
L4	N 87°03'35" W	13.44'
L5	N 29°18'42" E	301.09'
L6	N 39°18'42" E	196.39'

PROJECT DATA

PROFESSIONAL CONTACT: BASELINE SURVEYING & ENGINEERING
MATTHEW D. ULMER, GA. RLS #3069
P.O. BOX 269 WATKINSVILLE, GA 30677
MATT@BASELINEGA.COM
706-769-6610

1. TOTAL PROJECT ACREAGE/ EASEMENT AREA: 0.21 ACRES
2. TAX PARCEL # 018 005
3. NO ATTEMPT WAS MADE TO LOCATE UTILITIES OR IMPROVEMENTS ON OR ADJACENT TO THE SUBJECT PROPERTY EXCEPT AS SHOWN HEREON
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH
5. MONUMENTS
6. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS OR RIGHT OF WAYS OF RECORD, SHOWN OR NOT SHOWN

SURVEYOR CERTIFICATIONS

REVISIONS	DATE

DATE
10/31/2022

PROJECT
22-2978S

SANITARY SEWER
EASEMENT PLAT

SHEET
1 OF 1

PLAT ABBREVIATIONS

IRF -	IRON PIN FOUND
IPS -	IRON PIN SET
GM -	GEN METER
CR -	CABLE RISER
ROW -	RIGHT OF WAY
CL -	CENTERLINE
POBC -	POINT OF COMMENCEMENT
POB -	POINT OF BEGINNING
SSMH -	SANITARY SEWER MANHOLE
WV -	WATER VALVE
WM -	WATER METER
FH -	FIRE HYDRANT
PP -	POWER POLE
NOF -	NOW OR FORMERLY
DB -	DEED BOOK
PG -	PAGE
OHE -	OVERHEAD ELECTRIC
PB -	PLAT BOOK
LL -	LAND LOT
CCP -	CUTE CONTROL PIN
TR -	TELEPHONE RISER
DBW'B -	DOUBLE WING CATCH BASIN
HW -	HEAD WALL
FES -	FLARED END SECTION
JB -	JUNCTION BOX
DI -	DROP INLET
TRANS -	TRANSFORMER
OTF -	OPEN TOP FUEL
ELEC -	ELECTRIC MANHOLE
GEN -	GENERATOR
OCS -	OUTLET CONTROL STRUCTURE
PIL -	PROPERTY LINE
SS -	SANITARY SEWER
BSL -	BUILDING SETBACK LINE
FFE -	FINISHED FLOOR ELEVATION
CO -	CLEAN OUT

SYMBOL LEGEND

- CALCULATED POINT
- IRON PIN FOUND
- 1/2" IRON PIN SET
- CONCRETE MONUMENT
- FENCE

GRID NORTH

BEARINGS ARE BASED ON GRID NORTH AS ESTABLISHED BY GPS OBSERVATIONS UTILIZING THE GEORGIA REFERENCE NETWORK SYSTEM (GEORGIA WEST ZONE)

GRAPHIC SCALE

0' 25' 50' 100' 150'

1 INCH = 50 FEET

GEORGIA REGISTERED
MATTHEW D. ULMER
3069
LAND SURVEYOR

LS#003189
EXPIRES 11-31-2023