

## DEED OF CONSERVATION EASEMENT

STATE OF GEORGIA  
COUNTY OF COBB

THIS DEED OF CONSERVATION EASEMENT (herein "Conservation Easement") is made this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter "Grantor") and City of Power Springs, Georgia, a Political Subdivision of the State of Georgia, with an address of 4484 Marietta St. Powder Springs, GA 30127 (hereinafter "Grantee").

### RECITALS

A. Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia.

B. Grantor owns in fee simple certain real property in Cobb County, Georgia, being \_\_\_\_\_ acres, more or less, and more particularly shown and described in Exhibit A attached hereto, hereinafter "*Open Space* Property".

C. *Intentionally left blank.*

D. Grantor is willing to grant a perpetual Conservation Easement over the *Open Space* Property, thereby restricting and limiting the use of the *Open Space* Property (and contiguous water areas of the *Open Space* Property), on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement.

E. Grantor and Grantee recognize the conservation value of the *Open Space* Property in its present state and have a mutual desire to afford protection thereto. Both Grantor and Grantee recognize that a perpetual conservation easement is desirable for the following purpose(s): *the protection of natural resources and preservation of open space, more specifically the limitation of land disturbance and decreasing the percentage of impervious surface within a planned residential community and conservation of land for recreation or aesthetic and environmental enrichment.*

**NOW, THEREFORE**, as an absolute gift of no monetary consideration but in consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, Grantor hereby unconditionally and irrevocably grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity a Deed of Conservation Easement of the nature and character and to the extent hereinafter set forth, over the *Open Space* Property more particularly described in Exhibit A together with the right to preserve and protect the conservation values of the *Open Space* Property.

To achieve the conservation purposes, the following conditions and restrictions are set forth:

## **ARTICLE I. DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an assignable easement in gross, runs with the land, and is enforceable by Grantee against Grantor, his personal representatives, heirs, successors and assigns, lessees, agents and licensees.

## **ARTICLE II. RIGHTS OF GRANTEE**

To accomplish the purposes of this Easement the following rights are conveyed to Grantee by this easement:

- A. To preserve and protect the conservation values of the *Open Space* Property; and
- B. To enter upon the *Open Space* Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement.

## **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the *Open Space* Property inconsistent with the purposes of this Conservation Easement, whether building, grading, excavating, trenching, damming, dumping, etc., is prohibited. Development that would significantly impair or interfere with the conservation values of the *Open Space* Property is prohibited.

## **ARTICLE IV. RESERVED RIGHTS**

Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the *Open Space* Property, including the right to engage in, or permit or invite others to engage in all uses of the *Open Space* Property that are not expressly prohibited herein and are not inconsistent with the purposes of this Easement.

## **ARTICLE V. GRANTEE'S REMEDIES**

If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall have the option of giving written notice to the Grantor of such and give a reasonable time for correction, if necessary. "Reasonable time" shall be in the sole discretion of Grantee. This option shall not preclude Grantee's right to seek judicial enforcement of the Easement, and such written notification and opportunity to correct shall not be a prerequisite to judicial enforcement. All costs incurred by Grantee in enforcing this Easement, including reasonable attorney's fees, shall be borne by Grantor, unless Grantor ultimately prevails when in such event each party shall bear its own costs.

## **ARTICLE VI. EXHIBITS, DOCUMENTATION AND TITLE**

**A. Legal Description.** Exhibit A, Legal Description of the *Open Space* Property, to include the metes and bounds and Exhibit B, Pictorial Representation of the *Open Space* Property, are attached hereto and made a part hereof by reference.

**B. Title.** The Grantors covenant and represent that the Grantor is the sole owner and is seized of the *Open Space* Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the *Open Space* Property is free and clear of any and all encumbrances except as noted in this Article; and Grantor covenants that the Grantee shall have the use of and enjoyment of all of the benefits derived from and arising out of the aforesaid

Conservation Easement.

## **ARTICLE VII. COSTS, LIABILITIES, TAXES, AND ENVIRONMENTAL COMPLIANCE**

**A. Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Open Space Property, including taxes and any costs of remediation.

**B. Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Open Space Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including, without limitation, CERCLA and state hazardous waste statutes, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Open Space Property; (3) the presence or release in, on, from, or about the Open Space Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Grantor contained herein.

## **ARTICLE VIII. GENERAL PROVISIONS**

**A. Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the state of Georgia including the Georgia Uniform Conservation Easement Act.

**B. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of the Georgia Uniform Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**C. Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**D. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

**E. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**F. Joint Obligation.** The obligations imposed by this Easement upon Grantor and his heirs, successors and assigns, shall be joint and several.

**G. Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the *Open Space* Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

**H. Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or *Open Space* Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**I. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**J. Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties, each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

## ARTICLE IX. DEDUCTIBILITY FOR TAX PURPOSES

**Grantor acknowledges that no one on behalf of Grantee has made any representations, express or implied, as to the deductibility of this Conservation Easement under federal, state, or local law or as to any of the tax benefits or burdens which may be borne by the Grantor hereby. Grantor acknowledges that he has had the opportunity to seek legal counsel or the advice of a tax professional prior to the execution hereof and will hold harmless the Grantee for any tax ramifications incurred hereby.**

TO HAVE AND TO HOLD unto the City of Powder Springs, Georgia, a political subdivision of the State of Georgia, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, his personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the *Open Space* Property

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused these presents to be executed in their respective names by authority duly given, and their corporate seal affixed, the day and year above written.

TO BE EFFECTIVE upon the date of recordation in the official records of Cobb County, Georgia.

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GRANTOR:  
**(Corporate Name)**

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Witness:

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NOTARY PUBLIC

(Corporate Seal)

GRANTEE:  
City of Powder Springs, Georgia

BY: \_\_\_\_\_  

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Witness: \_\_\_\_\_

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NOTARY PUBLIC

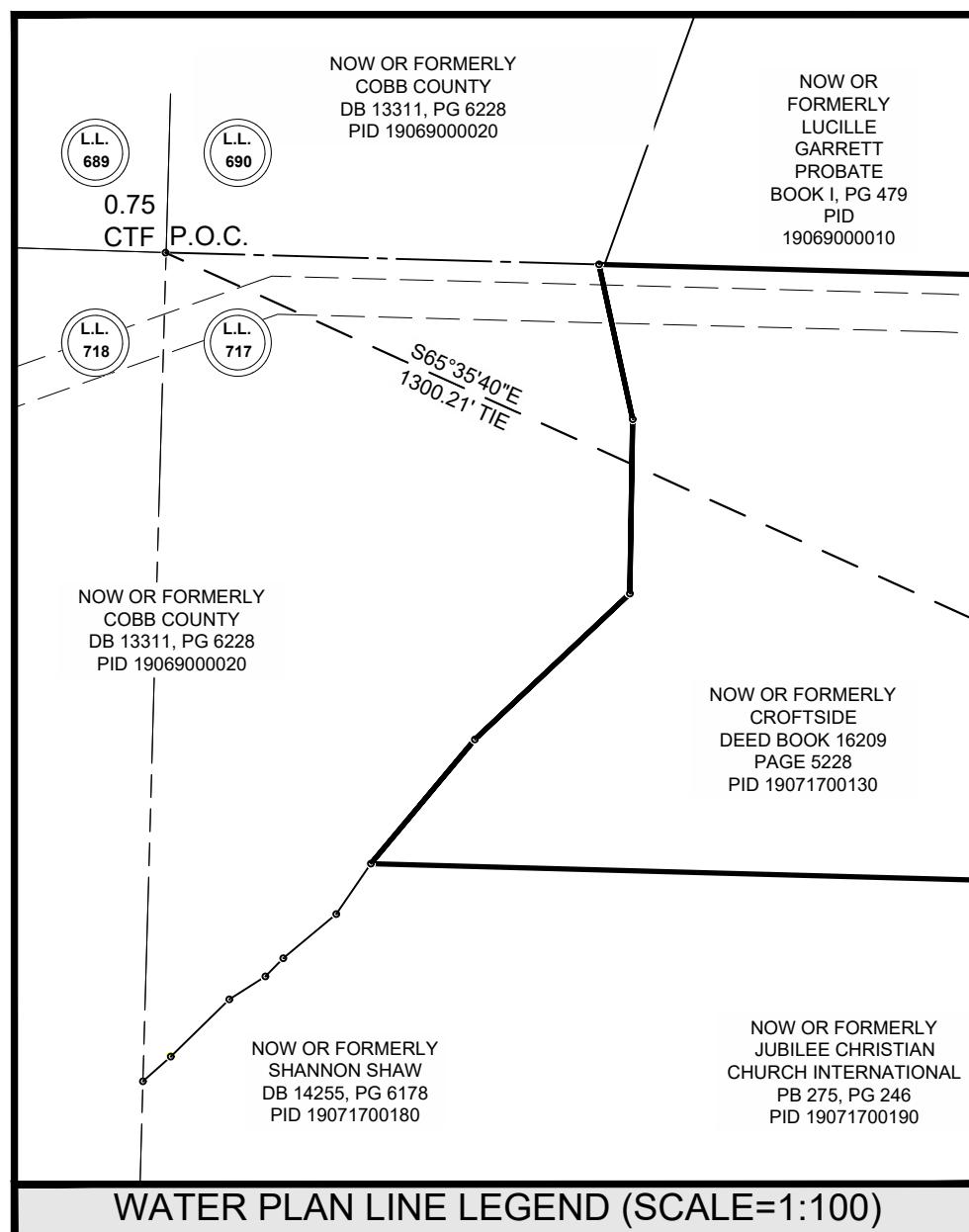
ATTEST: \_\_\_\_\_  

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(Notary Seal)

(SEAL)

# EXHIBIT A



| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 2.15   | N19°40'15"E |
| L2         | 15.55  | N25°06'10"E |
| L3         | 6.23   | N38°05'31"E |
| L4         | 15.68  | N49°52'14"E |
| L5         | 23.32  | N39°54'12"E |
| L6         | 14.74  | N21°11'58"E |
| L7         | 21.15  | N24°25'15"E |
| L8         | 27.72  | N1°57'42"E  |
| L9         | 15.97  | N11°27'34"E |
| L10        | 12.77  | N32°53'03"E |
| L11        | 16.81  | N38°32'17"E |
| L12        | 16.04  | N51°51'40"E |
| L13        | 16.14  | N23°23'37"E |
| L14        | 23.40  | N14°50'19"E |
| L15        | 12.26  | N26°20'52"E |
| L16        | 20.87  | N3°07'54"W  |
| L17        | 9.21   | N4°48'50"E  |
| L18        | 22.47  | N27°45'06"W |
| L19        | 14.78  | N42°06'45"W |
| L20        | 7.69   | N7°14'45"W  |

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L21  | 7.97   | N60°07'33"W |
| L22  | 22.65  | S46°02'41"W |
| L23  | 32.43  | S50°32'34"E |
| L24  | 24.13  | S41°40'35"E |
| L25  | 30.68  | S0°26'14"W  |
| L26  | 27.33  | S11°52'39"W |
| L27  | 10.22  | S27°30'53"E |
| L28  | 2.46   | S31°00'33"W |
| L29  | 24.33  | S10°15'41"W |
| L30  | 8.38   | S58°04'27"W |
| L31  | 17.60  | S42°41'05"W |
| L32  | 19.64  | S44°28'24"W |
| L33  | 70.68  | S23°15'23"W |
| L34  | 43.13  | S4°03'41"W  |
| L35  | 24.42  | S14°57'10"W |
| L36  | 9.19   | S39°54'12"W |
| L37  | 17.95  | S38°05'31"W |
| L38  | 23.83  | S25°06'10"W |
| L39  | 104.20 | S64°53'50"E |

| CURVE TABLE |         |        |               |        |
|-------------|---------|--------|---------------|--------|
| CURVE       | RADIUS  | LENGTH | CHORD BEARING | CHORD  |
| C1          | 50.00'  | 8.70'  | N44°53'13"E   | 8.69'  |
| C2          | 50.00'  | 16.32' | N30°33'05"E   | 16.25' |
| C3          | 50.03'  | 8.38'  | N16°23'57"E   | 8.37'  |
| C4          | 50.00'  | 19.60' | N13°11'28"E   | 19.47' |
| C5          | 50.00'  | 24.84' | N37°37'39"E   | 24.59' |
| C6          | 50.00'  | 44.20' | N1°01'30"E    | 42.77' |
| C7          | 50.00'  | 34.20' | N1°59'19"W    | 33.54' |
| C8          | 51.48'  | 36.83' | N0°45'00"W    | 36.05' |
| C9          | 50.00'  | 25.04' | N12°41'01"W   | 24.78' |
| C10         | 50.00'  | 28.19' | N49°17'05"W   | 27.82' |
| C11         | 50.00'  | 46.15' | N33°41'09"W   | 44.53' |
| C12         | 50.00'  | 64.43' | S82°57'34"W   | 60.06' |
| C13         | 50.25'  | 93.47' | S7°23'18"E    | 80.57' |
| C14         | 54.64'  | 26.88' | S0°02'55"E    | 26.61' |
| C15         | 106.92' | 26.84' | S47°37'00"W   | 26.77' |
| C16         | 50.00'  | 11.34' | S31°35'51"W   | 11.31' |

PREPARED IN THE OFFICE OF:



**GASKINS + LECRAW**

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1266 POWDER SPRINGS RD SW  
MARIETTA, GA 30064  
PHONE - 770.424.7168  
www.gaskinslecraw.com  
LSF001371

#### SURVEY INFO:

DRAWN BY: CMC  
REVIEWED BY: CAE  
FIELD DATE: N/A  
OFFICE DATE: 10/24/2025  
JOB #: 65410003.003

#### CONSERVATION EASEMENT FOR: CROFTSIDE

LAND LOTS 716, 717, 764 & 765  
19TH DISTRICT, 2ND SECTION  
CITY OF POWDER SPRINGS, COBB COUNTY,  
GEORGIA

CLIENT  
STANLEY MARTIN HOMES  
6285 BARFIELD ROAD, SUITE 100,  
SANDY SPRINGS, GA 30328

GRID NORTH ~ GA ZONE WEST

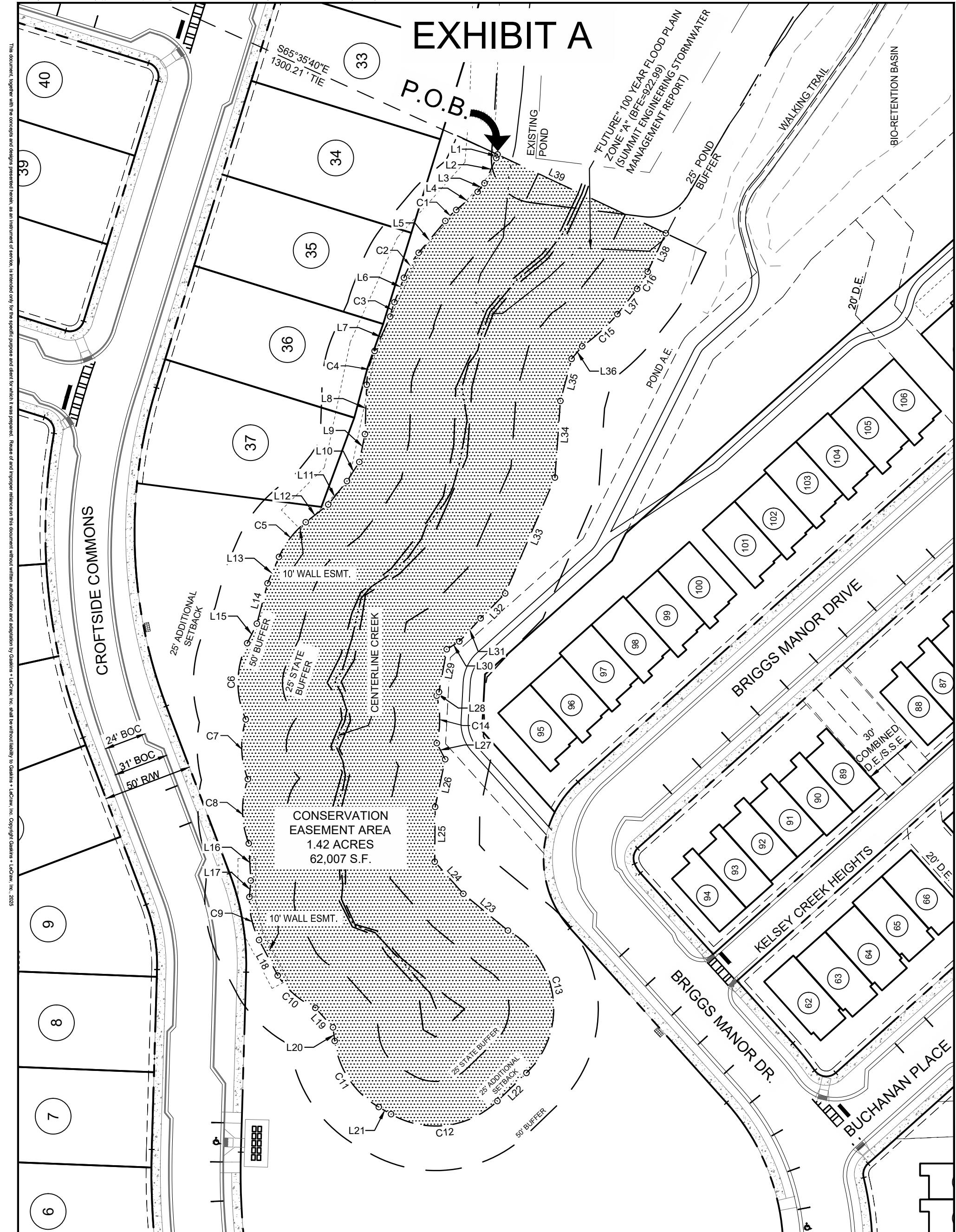


0' 25' 50' 100'  
SCALE: 1" = 50'

**EXHIBIT A**

**1 OF 3**

# EXHIBIT A



PREPARED IN THE OFFICE OF:



**GASKINS + LECRAW**

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#### SURVEY INFO:

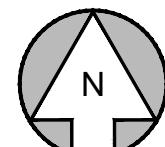
DRAWN BY: CMC  
REVIEWED BY: CAE  
FIELD DATE: N/A  
OFFICE DATE: 10/24/2025  
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GEORGIA

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STANLEY MARTIN HOMES  
6285 BARFIELD ROAD, SUITE 100,  
SANDY SPRINGS, GA 30328

GRID NORTH ~ GA ZONE WEST



0' 25' 50' 100'  
SCALE: 1" = 50'

**EXHIBIT A**

**2 OF 3**

# EXHIBIT A

## Conservation Easement for Croftside (formerly South City Macedonia Phase II):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 717, 19th District, Cobb County, Georgia, and being more particularly described as follows:  
Commencing at a 0.75 crimp top found at the Northwesterly corner of Land Lot 717 along a tie line South 65 degrees 35 minutes 40 seconds East, 1300.21 feet to a point; said point being the POINT OF BEGINNING;  
THENCE South 64 degrees 53 minutes 50 seconds East, 104.20 feet to a point;  
THENCE South 25 degrees 06 minutes 10 seconds West, 23.83 feet to a point;  
THENCE along a curve to the right, an arc distance of 11.34 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 11.31 feet, at South 31 degrees 35 minutes 51 seconds West, to a point;  
THENCE South 38 degrees 05 minutes 31 seconds West, 17.95 feet to a point;  
THENCE along a curve to the right, an arc distance of 26.84 feet, said curve having a radius of 106.92 feet and being subtended by a chord of 26.77 feet, at South 47 degrees 37 minutes 00 seconds West, to a point;  
THENCE South 39 degrees 54 minutes 12 seconds West, 9.19 feet to a point;  
THENCE South 14 degrees 57 minutes 10 seconds West, 24.42 feet to a point;  
THENCE South 04 degrees 03 minutes 41 seconds West, 43.13 feet to a point;  
THENCE South 23 degrees 15 minutes 23 seconds West, 70.68 feet to a point;  
THENCE South 44 degrees 28 minutes 24 seconds West, 19.64 feet to a point;  
THENCE South 42 degrees 41 minutes 05 seconds West, 17.60 feet to a point;  
THENCE South 58 degrees 04 minutes 27 seconds West, 8.38 feet to a point;  
THENCE South 10 degrees 15 minutes 41 seconds West, 24.33 feet to a point;  
THENCE South 31 degrees 00 minutes 33 seconds West, 2.46 feet to a point;  
THENCE along a curve to the right, an arc distance of 26.88 feet, said curve having a radius of 54.64 feet and being subtended by a chord of 26.61 feet, at South 00 degrees 02 minutes 55 seconds East, to a point;  
THENCE South 27 degrees 30 minutes 53 seconds East, 10.22 feet to a point;  
THENCE South 11 degrees 52 minutes 39 seconds West, 27.33 feet to a point;  
THENCE South 00 degrees 26 minutes 14 seconds West, 30.68 feet to a point;  
THENCE South 41 degrees 40 minutes 35 seconds East, 24.13 feet to a point;  
THENCE South 50 degrees 32 minutes 34 seconds East, 32.43 feet to a point;  
THENCE along a curve to the right, an arc distance of 93.47 feet, said curve having a radius of 50.25 feet and being subtended by a chord of 80.57 feet, at South 07 degrees 23 minutes 18 seconds East, to a point;  
THENCE South 46 degrees 02 minutes 41 seconds West, 22.65 feet to a point;  
THENCE along a curve to the right, an arc distance of 64.43 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 60.06 feet, at South 82 degrees 57 minutes 34 seconds West, to a point;  
THENCE North 60 degrees 07 minutes 33 seconds West, 7.97 feet to a point;  
THENCE along a curve to the right, an arc distance of 46.15 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 44.53 feet, at North 33 degrees 41 minutes 09 seconds West, to a point;  
THENCE North 07 degrees 14 minutes 45 seconds West, 7.69 feet to a point;  
THENCE North 42 degrees 06 minutes 45 seconds West, 14.78 feet to a point;  
THENCE along a curve to the right, an arc distance of 28.19 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 27.82 feet, at North 49 degrees 17 minutes 05 seconds West, to a point;  
THENCE North 27 degrees 45 minutes 06 seconds West, 22.47 feet to a point;  
THENCE along a curve to the right, an arc distance of 25.04 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 24.78 feet, at North 12 degrees 41 minutes 01 seconds West, to a point;  
THENCE North 04 degrees 48 minutes 50 seconds East, 9.21 feet to a point;  
THENCE North 03 degrees 07 minutes 54 seconds West, 20.87 feet to a point;  
THENCE along a curve to the right, an arc distance of 36.83 feet, said curve having a radius of 51.48 feet and being subtended by a chord of 36.05 feet, at North 00 degrees 45 minutes 00 seconds West, to a point;  
THENCE along a curve to the right, an arc distance of 34.20 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 33.54 feet, at North 01 degrees 59 minutes 19 seconds West, to a point;  
THENCE along a curve to the right, an arc distance of 44.20 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 42.77 feet, at North 01 degrees 01 minutes 30 seconds East, to a point;  
THENCE North 26 degrees 20 minutes 52 seconds East, 12.26 feet to a point;  
THENCE North 14 degrees 50 minutes 19 seconds East, 23.40 feet to a point;  
THENCE North 23 degrees 23 minutes 37 seconds East, 16.14 feet to a point;  
THENCE along a curve to the right, an arc distance of 24.84 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 24.59 feet, at North 37 degrees 37 minutes 39 seconds East, to a point;  
THENCE North 51 degrees 51 minutes 40 seconds East, 16.04 feet to a point;  
THENCE North 38 degrees 32 minutes 17 seconds East, 16.81 feet to a point;  
THENCE North 32 degrees 53 minutes 03 seconds East, 12.77 feet to a point;  
THENCE North 11 degrees 27 minutes 34 seconds East, 15.97 feet to a point;  
THENCE North 01 degrees 57 minutes 42 seconds East, 27.72 feet to a point;  
THENCE along a curve to the right, an arc distance of 19.60 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 19.47 feet, at North 13 degrees 11 minutes 28 seconds East, to a point;  
THENCE North 24 degrees 25 minutes 15 seconds East, 21.15 feet to a point;  
THENCE along a curve to the right, an arc distance of 8.38 feet, said curve having a radius of 50.03 feet and being subtended by a chord of 8.37 feet, at North 16 degrees 23 minutes 57 seconds East, to a point;  
THENCE North 21 degrees 11 minutes 58 seconds East, 14.74 feet to a point;  
THENCE along a curve to the right, an arc distance of 16.32 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 16.25 feet, at North 30 degrees 33 minutes 05 seconds East, to a point;  
THENCE North 39 degrees 54 minutes 12 seconds East, 23.32 feet to a point;  
THENCE along a curve to the right, an arc distance of 8.70 feet, said curve having a radius of 50.00 feet and being subtended by a chord of 8.69 feet, at North 44 degrees 53 minutes 13 seconds East, to a point;  
THENCE North 49 degrees 52 minutes 14 seconds East, 15.68 feet to a point;  
THENCE North 38 degrees 05 minutes 31 seconds East, 6.23 feet to a point;  
THENCE North 25 degrees 06 minutes 10 seconds East, 15.55 feet to a point;  
THENCE North 19 degrees 40 minutes 15 seconds East, 2.15 feet to a point;  
which is the point of beginning,

Said tract of land contains 1.42 acres (62006.7 Square Feet) more or less.

PREPARED IN THE OFFICE OF:



**GASKINS  
+ LECRAW**

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LSF001371

### SURVEY INFO:

|              |              |
|--------------|--------------|
| DRAWN BY:    | CMC          |
| REVIEWED BY: | CAE          |
| FIELD DATE:  | N/A          |
| OFFICE DATE: | 10/24/2025   |
| JOB #:       | 65410003.003 |

### CONSERVATION EASEMENT FOR: CROFTSIDE

LAND LOTS 716, 717, 764 & 765  
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GRID NORTH ~ GA ZONE WEST



0' 25' 50' 100'  
SCALE: 1" = 50'

**EXHIBIT A**

**3 OF 3**