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File No. CCWAX 201003

STATE OF GEORGIA

COUNTY OF COBB

QUIT CLAIM DEED

THIS INDENTURE made this _____ day of **July, 2020**, by and between

COBB COUNTY, GEORGIA

party or parties of the first part, hereinafter referred to as "Grantor", and

CITY OF POWDER SPRINGS, GEORGIA

party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural:

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and hereby does remise, release, convey and forever quit claim unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 795, of the 19th District, 2nd Section, Cobb County, Georgia, and more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

Said Property being known as 3504 Hopkins Road, Powder Springs, Georgia, according to the present system of numbering in Cobb County, Georgia.

This indenture being subject to the following document entitled "Deed Restrictions" attached hereto as Exhibit "B" and made a part hereof by reference.

TO HAVE AND TO HOLD said tract or parcel of land in order that neither the Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said land or any of the rights, members and appurtenances thereof.

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

Signed, sealed and delivered in presence of:

Cobb County, Georgia

Unofficial Witness

By: _____ (Seal)
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Notary Public
Commission Expires:

Attest:
By: _____
Pamela L. Mabry, County Clerk

Exhibit "A"
Legal Description

All that tract or parcel of land lying and being in Land Lot 795 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

BEGINNING at a point on the southwest side of Hopkins Road, 3,332.42 feet south of the southwest intersection of Hopkins Road and Macedonia Road, said point being the southeast corner of Lot 7, Block C, Unit II, Section II, Allyson Park Subdivision, as shown on a plat recorded in Plat Book 57, page 86, Cobb County Records, running thence southeasterly along the southwesterly side of Hopkins Road 100 feet, running thence south 65 degrees 38 minutes 30 seconds west 505.6 feet; running thence northwest along the easterly side of Wildhorse Creek 79.07 feet; running thence north 63 degrees 09 minutes east 517.6 feet to the southwesterly side of Hopkins Road and the point of beginning.

Exhibit "B"
Deed Restrictions

DEED RESTRICTIONS

Witnesseth

In reference to the property or properties ("Property") conveyed by the Deed between (property owner) participating in the federally-assisted acquisition project ("the Subgrantor") and the Cobb County, its successors and assigns ("the Subgrantee"):

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. Section 5170c et seq., identifies the use of hazard mitigation grants under Section 404, Hazard Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property.

WHEREAS, the Stafford Act, Federal program requirements consistent with 44 C.F.R. 206.434(e), and the State-Local Agreement require that the subgrantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

1. Terms: The following conditions and restrictions shall apply in perpetuity to the Property

a. Compatible uses. The property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved permeable parking lots and other uses consistent with Hazard Mitigation Grant Guidance for open space acquisitions.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to the open space uses;
- ii. A public rest room; or
- iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the Property according to this paragraph shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the Property may be sought, nor will such assistance be provided;



d. Transfer. The subgrantee agrees that it shall convey any interest in the Property only if the Regional Director of FEMA gives prior approval of the transferee in accordance with this paragraph. The subgrantee may only convey an interest in the Property to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended. However, the subgrantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a) above, including agriculture, with the prior approval of the Regional Director.

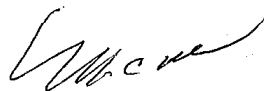
If title to the Property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- i. The subgrantee shall convey, in accordance with section (d), above, a conservation easement to someone other than the title holder, or
- ii. At the time of title transfer, the subgrantee shall retain such conservation easement, and record it with the deed.

2. Inspection. FEMA, its representatives, and assignees, including the State, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of the grant.

3. Enforcement. If the subject Property is not maintained according to the terms of the grant, the subgrantee, State, and FEMA, its representatives, and assigns are responsible for taking measures to bring the Property back into compliance.

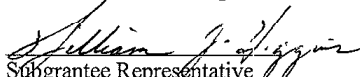
- a. The State will notify the subgrantee in writing and advise the subgrantee that it has 60 days to correct the violation.
- b. If the subgrantee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 6-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to, bringing an action at law or in equity in a Court of competent jurisdiction.
- c. FEMA, its representatives and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including, but not limited to, the following:



i. Requiring transfer of title in accordance with Paragraph 1(d). The subgrantee shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

ii. Bringing action in a Court of competent jurisdiction against the State or the subgrantee.

4. Easements This conveyance is expressly subject to the rights outstanding in third parties for existing easements for public roads, highways, public utilities, railroads and pipelines.


Subgrantee Representative

Date

Witness my hand and official seal this 7th day of August, 2006

Notary Public _____
My Commission Expires _____
