

Return to:
Cameron Springs, LLC
ATTN: Buck Altschul
1123 Zonolite Road, Suite 30
Atlanta, GA 30306

CONSERVATION EASEMENT

STATE OF GEORGIA COUNTY OF COBB

THIS CONSERVATION EASEMENT (the "Conservation Easement") is made and entered into this 6TH day of May, 2016, by and between **CAMERON SPRINGS, LLC**, having a business address of 1123 Zonolite Road NE, Suite 30, Atlanta, GA 30306 (hereinafter referred to as the "**Grantor**") and the City of Powder Springs, Georgia, a municipal corporation, with an address of 4488 Pineview Drive, Powder Springs, GA 30127 (hereinafter referred to as the "**Grantee**") (each of the above is a "**Party**", referred to collectively hereinafter as the "**Parties**").

RECITALS:

- A. Grantee is a governmental body empowered to hold an interest in real property under the laws of the State of Georgia. Grantee is authorized to accept this Easement which is created pursuant to the provisions of the Georgia Uniform Conservation Easement Act, O.C.G.A. § 44-10-1, *et. seq.*, as amended from time to time, or any successor provision of law, the purposes of which include retaining or protecting natural, scenic or open-space values of real property; assuring its availability for agricultural, forest, recreational or open-space use; and protecting natural resources;
- B. Grantor is the owner in fee-simple of that certain real property located in Cobb County, Georgia, and more particularly described in the metes and bounds legal descriptions labeled in collective Exhibit "A", Legal Descriptions of the Protected Property as contained in Phase III, as Property Line Description Open Space #10, and Property Line Description Open Space #11 (the "Protected Property"), said Exhibit "A" being attached hereto and by this reference made a part hereof. The Protected Property is also more particularly shown on that certain Final Plat for Cameron Springs Phase III, attached hereto as Exhibit "B", and represents 14.11 acres of the 15.58 acres which Grantor has agreed to grant to the City, as set forth in the minutes of the May 2, 2005, meeting of the mayor and city council for the City;

- C. Grantor is willing to grant a perpetual Conservation Easement over the Protected Property, thereby restricting and limiting the use of the land, on the terms and conditions and for the purposes hereinafter set forth, and Grantee is willing to accept such Conservation Easement;
- D. Open-space values are of great importance to Grantor, Grantee, and the general public, and are worthy of preservation and conservation; and
- E. Grantor also wishes to preserve open-space values by providing for the continuation of only those uses that have been deemed compatible with open-space.

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 Conservation Easement of the nature and character and to the extent hereinafter set forth over the Protected Property, more particularly described in Exhibit "A", Legal Descriptions of the Protected Property, together with the right to preserve and protect the conservation values of the Protected Property.

Grantor intends that this Conservation Easement will confine the uses of the Protected Property to such activities as are consistent with the purposes of this Conservation Easement.

PURPOSE

Grantor and Grantee recognize the conservation value of the Protected Property in its present state and have a mutual desire to afford protection thereto. Both Grantor and Grantee recognize that the conservation value intended to be protected by this Conservation Easement is the protection of natural resources and preservation of open space, wetlands, constructed wetlands, and floodplain areas in their natural state.

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, its representatives (personal or otherwise), heirs, successors and assigns, lessees, agents, and licensees. So long as there are any builders building on lots located in the Cameron Springs subdivision, located adjacent to the Protected Property, Grantor shall give said builders notice of any assignment.

ARTICLE II **RIGHTS OF GRANTEE**

To accomplish the purposes of this Conservation Easement, the following rights are conveyed to Grantee:

- A. To preserve and protect the conservation values of the Protected Property;

- B. To enter upon the Protected Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; and
- C. Grantee shall have the right to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Protected Property to its condition at the time of the grant of this Conservation Easement. Nothing herein shall entitle the Grantee to institute any proceedings against Grantor for any changes to the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, floods, storms or unauthorized wrongful acts of third persons.

ARTICLE III
PROHIBITED AND RESTRICTED ACTIVITIES

- A. The Grantor shall comply with all federal, state, and/or local laws, rules, regulations and/or guidelines applicable to the Protected Property and/or floodplains, wetlands, constructed wetlands, state waters, and/or streams;
- B. Any activity on, or use of, the Protected Property inconsistent with the purposes of this Conservation Easement, including, but not limited to developing, building, grading, excavating, trenching, damming, and/or dumping is prohibited, excepting only any necessary installation of materials and equipment or maintenance, repair or replacement thereof with respect to the reserved rights specified in Article IV below;
- C. No motorized equipment or vehicle shall be allowed on the Protected Property, except as may be necessary with respect to the reserved rights specified in Article IV below;
- D. There shall be no removal, destruction, cutting, trimming, mowing, alteration, and/or spraying with biocides of any vegetation nor any disturbance or change in the natural habitat in any manner on the Protected Property, except as is necessary to maintain any trails established by Grantor within the Protected Property or as allowed under Article IV below. Grantee shall not be required to establish or maintain any trails on the Protected Property; and
- E. Except as otherwise allowed by this Conservation Easement, the Protected Property shall be used for active and passive recreational purposes, including walking/nature trails, picnicking and the like purposes, and shall be for the use and benefit of the residents of the Cameron Springs subdivision.

ARTICLE IV
RESERVED RIGHTS

- A. Grantor reserves to itself, and to its representatives (personal or otherwise), heirs, successors, and assigns, all rights accruing from its ownership of the Protected Property, which are not inconsistent with the purposes of this Conservation Easement, including the right to engage in or permit or invite others to engage in all uses of the

Protected Property that are not expressly prohibited herein and which are not inconsistent with the purposes of this Conservation Easement;

- B. Grantor specifically reserves the right to use the Protected Property for drainage purposes, as allowed under applicable law. Grantor shall timely obtain any and all applicable federal, state, and/or local permits, licenses, reviews, inspections, reports, and/or other required permission related to the installation, maintenance, repair and/or replacement of any existing passive amenities and/or drainage facilities. Should any such installation, maintenance, repair and/or replacement with respect to any existing passive amenities and/or drainage facilities occur, the Protected Property shall thereafter be restored to its original state as much as practicable; and
- C. Without limiting the generality of the foregoing, Grantor specifically reserves the rights listed on Exhibit "C" attached hereto and by this reference made a part hereof.

ARTICLE V **GRANTEE'S REMEDIES**

If Grantee determines that a violation of the terms of this Conservation 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 rights and interests provided pursuant to this Conservation Easement, and such written notification and opportunity to correct shall not be a prerequisite to seeking judicial enforcement. All costs incurred by Grantee in enforcing this Conservation Easement, including reasonable attorneys' fees, shall be borne by Grantor unless Grantor ultimately prevails, in which event each party shall, respectively, bear its own costs. In addition to the remedies set forth above, Grantee, upon a determination that a violation of the terms of this Conservation Easement has occurred or is threatened, may, at its option and in writing to Grantor, or its applicable representative (personal or otherwise), heirs, successors and/or assigns, terminate this Conservation Easement and the easement described herein shall revert back and Grantee shall have none of the duties, obligations or responsibilities, if any, set forth herein as to the Protected Property and the Conservation Easement.

ARTICLE VI **EXHIBITS, DOCUMENTATION AND TITLE**

A. Legal Description

Collective Exhibit "A", Legal Descriptions of the Protected Property, to include the metes and bounds of the Protected Property, and Collective Exhibit "B", a Plat of the Protected Property, are attached hereto and made a part hereof by reference; and

B. Title

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

ARTICLE VII
COSTS, LIABILITIES, TAXES & 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/or maintenance of the Protected Property, including taxes and any costs of remediation. Grantee is expressly released from liability and/or responsibility for any and all injuries and damages related to, in any way, the Protected Property. The parties also specifically acknowledge and agree that Grantee has no duty, obligation or responsibility to maintain, repair, inspect, replace and/or install the Protected Property or any improvements thereon; and

B. Hold Harmless

Grantor hereby releases and agrees to hold harmless, and indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and their heirs, representatives (personal or otherwise), successors and assigns of each of them (collectively "Indemnified Parties") from and against and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, and/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 and/or other matter related to or occurring on or about the Protected Property, regardless of cause unless due solely to the gross negligence of any of the Indemnified Parties;
2. The violation or alleged violation of, or other failure to comply with, any state, federal and/or local law, rule, regulation and/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 Protected Property;
3. The presence or release in, on, from, or about the Protected Property, at any time, of any substance now or hereinafter defined, listed, or otherwise classified pursuant to any federal, state, and/or local law, rule, regulation and/or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water and/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 Conservation 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 Conservation Easement shall be liberally construed in favor of the grantee to affect the purpose of the Conservation 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 Conservation 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 Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provisions 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 Conservation Easement and supersedes all prior discussions, negotiations, understandings, and/or agreements relating to the Conservation Easement, all of which are merged herein.

E. Successors

The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective representatives (personal or otherwise), heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Grantor"

and "Grantee", wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its representatives (personal or otherwise), heirs, successors and assigns and the above-named Grantee and its successors and assigns.

F. Termination of Rights and Obligations

A party's rights and obligations under this Conservation Easement terminate upon the termination of this Conservation Easement or the transfer of the party's interest in the Conservation Easement or Protected Property, except that liability for acts or omissions occurring prior to termination or transfer shall survive transfer or termination.

G. 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 interpretations.

H. 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 counterparts 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, and/or local law or as to any of the tax benefits or burdens which may be enjoyed or borne by the Grantor hereby. Grantor acknowledges that it 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.

ARTICLE X **SPECIAL STIPULATIONS**

The special stipulations attached hereto as Exhibit "C" are specifically made a part hereof by reference.

ARTICLE XI **GREENSPACE**

Grantee intends for this land to be permanently protected conservation land pursuant to O.C.G.A. §12-6A-1, et seq. This Conservation Easement is intended for the benefit of the public in perpetuity under O.C.G.A. § 44-5-60.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, forever and in perpetuity. The covenants agreed to and the terms, conditions, and restrictions and purposes imposed as aforesaid shall be binding upon Grantor, its representatives (personal or otherwise), heirs, successors and assigns, lessees, agents, and licensees, and shall continue as a servitude running in perpetuity with the Protected 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.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF the Parties have executed this Conservation Easement on the date first written above.

Signed, sealed and delivered this 6TH day of May, 2016 in the presence of

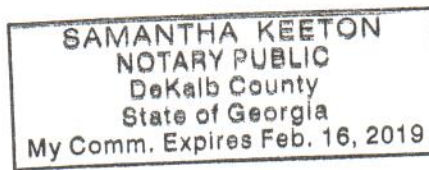
[Signature]
Witness

[Signature]
Notary Public
[Seal]

GRANTOR:

CAMERON SPRINGS, LLC

By: [Signature]
Name: Sebastian Drapac
Title: Manager



GRANTEE:

CITY OF POWDER SPRINGS, GEORGIA
a Georgia municipal corporation

Signed, sealed and delivered this _____ day of May, 2016, in the presence of

Witness

Notary Public
[Seal]

By: _____
Name: _____
Title: _____

L.S. ATTEST:

City Clerk (SEAL)

EXHIBIT "A"

CAMERON SPRINGS PHASE III
PROPERTY LINE DESCRIPTION OPEN SPACE #10

A Conservation Easement, situated in Land Lot 821, 19th District, Cobb County, Georgia the bearings of which are based on State Plane Grid (West Zone) and being more particularly described as follows:

Commencing at a 0.75" open top pipe, said pipe also being the common corner of Land Lots 808, 809, 820, & 821, Thence S12°14'43"E for a distance of 690.22 feet to a No.4 rebar with cap and the **Point of Beginning** of the Conservation Easement herein described:

Thence N68°23'54"E for a distance of 278.41 feet to a No.4 rebar with cap;
Thence N54°21'28"E for a distance of 121.57 feet to a No.4 rebar with cap;
Thence S42°19'53"E for a distance of 247.68 feet to a No.4 rebar with cap;
Thence N89°18'22"W for a distance of 532.85 feet to the **Point of Beginning**.

Containing 1.01 acres or 44,003 square feet as depicted on a Final Plat prepared by Paulson Mitchell, Inc. (Project No.2014150)

CAMERON SPRINGS PHASE III
PROPERTY LINE DESCRIPTION OPEN SPACE #11

A Conservation Easement, situated in Land Lot 820, 19th District, Cobb County, Georgia the bearings of which are based on State Plane Grid (West Zone) and being more particularly described as follows:

Commencing at a 0.75" open top pipe, said pipe also being the common corner of Land Lots 808, 809, 820, & 821, Thence S20°32'40"W for a distance of 700.54 feet to a No.4 rebar with cap and the **Point of Beginning** of the Conservation Easement herein described:

Thence N86°05'11"W for a distance of 208.80 feet to a No.4 rebar with cap;
Thence N35°28'05"E for a distance of 163.55 feet to a No.4 rebar with cap;
Thence S37°33'55"E for a distance of 186.02 feet to the **Point of Beginning**.

Containing 0.33 acre or 14,550 square feet as depicted on a Final Plat prepared by Paulson Mitchell, Inc. (Project No.2014150).

EXHIBIT "B"

Final Plat for Cameron Springs Phase III on next page

EXHIBIT "C"

Special Stipulations

1. Subject to applicable federal, state, and/or local laws, rules and/or regulations and subject to the written approval of the Grantee, such approval not to be unreasonably withheld, Grantor shall have the right to install bushes, signs, fencing or some other improvements along the edge of the Protected Property in order to delineate it.
2. Grantor shall have the right to install walking or nature trails on and through the Protected Property for the purpose of providing the pedestrian (non-motorized) access to the Protected Property. Any such trails shall be comprised of natural materials, for example, wood chips, or crushed stone.