

Return To: Warner, Hooper & Ramsey, P.C.
101 World Drive – Suite 325
Peachtree City, Georgia 30269

STATE OF GEORGIA

COUNTY OF FAYETTE

RELEASE OF INTEREST IN EASEMENT RIGHTS

THIS RELEASE OF INTEREST IN EASEMENT RIGHTS (the “Release”) is made this ____ day of _____, 2020, by **THE CITY OF SENOIA, GEORGIA**, a political subdivision of the State of Georgia (the “City”) for the benefit of **FRIED GREEN TOMATOES CAFE’, LLC**, a Georgia limited liability company (“FGTC”).

WHEREAS, FGTC is the owner of that certain parcel of land located in Land Lot 279 of the 1st District of Coweta County, Georgia, being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, the City has certain sanitary sewer easement rights over the Property pursuant to the terms of that certain Easement Agreement by and between Carl E. Smith and the City, dated January 9, 2002, recorded January 18, 2002, in Deed Book 1826, Page 686, in the office of the Clerk of Superior Court of Coweta County, Georgia (the “Easement Agreement”);

WHEREAS, FGTC, with the approval of the City, has relocated the sanitary sewer line which was located on the Property such that the sewer line and all related infrastructure are no longer located on the Property;

WHEREAS, the City desires to discharge, release, relinquish, and terminate any and all rights located over, upon, and across the Property set forth in the Easement Agreement;

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at the time of the execution hereof, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Southside hereby agrees as follows:

1. The recitals set forth above are true and correct, and are incorporated herein by reference.
2. The City hereby terminates, quitclaims, releases, relinquishes, and discharges any all rights that the City now has, or has ever had, with respect to the sewer line contemplated, described, and installed to pursuant to the terms of the Easement Agreement, specifically including, but not limited to any repair or maintenance rights with respect thereto.

The termination of rights contained in this Release are not personal but shall run with the land and be binding upon the respective owners of the Property, and their heirs, legal representatives, successors, transfers, and assigns. This Release is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, this Release of Interest in Easement Rights has been executed as of the date first above written.

THE CITY OF SENOIA, GEORGIA

By: _____ (SEAL)

Name: _____

Title: _____

Signed, sealed and delivered this
in the presence of:

Unofficial Witness

Notary Public

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 279 of the 1st Land District, Coweta County, Georgia, being more particularly identified as Tract A (0.91 acres to C/L and 0.75 acres to offset C/L), all as shown on plat of property prepared for Carl E. Parrott by Don A. Parrott, Georgia Registered Land Surveyor, dated February 7, 2006, said plat of record in Plat Book 85, Page 290, Office of the Clerk, Coweta County Superior Court, reference to which plat is hereby made for a more particular description of said Tract A.

TOGETHER WITH: a non-exclusive Easement for ingress and egress over the existing driveway which straddles the South line of the above-described property, which is also the boundary line of other property owned by Grantor and being retained by Grantor; said easement to include the right to use said driveway for ingress and egress and the right to maintain said driveway in its current condition, or in an improved condition as may be agreed upon by the parties in the future; the Grantor and Grantee shall share equally in the future expense of maintenance and paving of said driveway; this easement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of the parties.

AND SUBJECT TO: Grantor is retaining a non-exclusive Easement for ingress and egress over the existing driveway which straddles the South line of the above-described property which is also the boundary line of the other property being conveyed to Grantee; said easement to include the right to use said driveway for ingress and egress and to maintain said driveway in its current condition, or in an improved condition as may be agreed upon by the parties in the future; the Grantor and Grantee shall share equally in the future expense of maintenance and paving of said driveway; this easement shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, successors, and assigns of the parties.
