STATE OF GEORGIA	)
	)
COUNTY OF COWETA	)

#### CERTIFICATE OF TITLE

THE UNDERSIGNED do hereby certify that we have examined the title to the following described property (the "Property"), to-wit:

All those tracts or parcels of land shown and identified on Exhibit "A" attached hereto.

Subject to the liens, objections and exceptions hereinafter set out, we find good merchantable fee simple title to said property as of January 12, 2022 to be vested in **Eric A. Hamilton.** 

All questions with reference to the following are expressly excepted from this Certificate, and this opinion is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel.

- (a) All matters of record subsequent to the date of this Certificate.
- (b) Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.
- (c) Such state of facts as would be disclosed from a competent civil engineer's accurate survey of said property. (It is always advisable that survey be made in order to determine if there are encroachments, overhangs, overlaps, that the improvements are within the boundaries of caption, and the lines and corners of caption are clearly marked.)
- (d) Encroachments, except such as in our opinion do not materially affect the value of the property.
- (e) Title to that portion of the premises within the bounds of any public road.
- (f) The riparian rights of abutting owners on any stream running through the premises.
- (g) Adverse claims of tenants in possession.
- (h) All zoning laws, ordinances or regulations, municipal or county, and all Governmental regulations of the use and occupancy of premises described, including the regulations or condemnation of the land or any building or structure thereon, and any violations of such laws, ordinances or regulations.
- (i) Taxes not due and payable at the date of this Certificate, and taxes coming due and payable for all future times.
- (j) Unrecorded claims or liens for labor or material furnished for the improvements of said property.
- (k) Street improvement liens which have not been properly placed of record.
- (1) Past due water bills, which, while not technically liens, will deter the municipal authority from transferring water meters until bills have been paid.
- (m) Pay-as-you-enter water or sewer lines, which, while not technically liens, will be payable upon connection with such lines.
- (n) Such other matters as set forth on Exhibit "B" attached hereto.

The assurances contained herein are for the exclusive use of the City of Senoia, Georgia and may not be given to or relied upon by any other party whomsoever without the written consent of the undersigned firm.

Dated January 18, 2022 and certified through January 12, 2022 at 8:00 a.m.

HUNTER, MACLEAN, EXLEY & DUNN, P.C.

By: Omorulo265

## Exhibit "A"

All that tract or parcel of land containing 10.00 acres situate, lying and being in Land Lot 213 of the 1" Land District, Coweta County, Georgia and being a portion of Tract 3 Morgan Estates. As shown on plat of Survey for Ted G. Glazier prepared by John R. Christopher, Registered Land Surveyor, dated January 27, 1988, recorded in Plat Book 44, Page 103 in the Office of the Clerk of Superior Court of Coweta County, Georgia, to which plat reference is hereby made for a particular description of the property herein conveyed and being more particularly described as follows:

BEGINNING at an iron pin set at the point of beginning intersection of the South line of Land Lot 214 with the Southerly right of way of Morgan Road (60 foot right of way) and from said iron pin thence run South 89°37'27" East 95.68 feet to an iron pin set on the Southwesterly right of way of Stata Highway #16 (100 foot right of way); thence run in a Southeasterly direction along the Southwesterly side of right of way of State Highway #16 South 56°35'29" East 172.26 feet to an iron set at the point of intersection of the Southwesterly right of way of State Highway #16 with the East line of Land Lot 213; thence run South along the East Land Lot Line of Land Lot 213 South 0°5'50" East 974.57 feet to an iron pin set; thence run South 89°54'10" West 418.84 feet to an iron pin set; thence run North 0°5'50" West 1,027.65 feet to an iron pin set on the Southerly right of way of Morgan Road; thence running in a Easterly direction along the Southerly right of way of Morgan Road North 87°46'39" East 81.00 feet to a point; thence continuing North 75°8'9" East 69.96 feet to a point; thence continue North 54°32"16" East 37.94 feet to an iron pin set and the point of beginning.

Being the same property conveyed by that Limited Warranty Deed from Christopher Scott Tinsley to Eric A. Hamilton dated July 29, 2015 and recorded in Deed Book 4267, Page 144, Coweta County records.

## EXHIBIT B

- 1. All taxes for the years subsequent to 2022, which liens not yet due or payable, and any additional taxes for the current year or any prior years as a result of any re-assessment or rebilling of taxes.
- 2. Rights of upper and lower riparian owners in and to the waters of the creeks crossing or adjoining subject property, and the natural flow thereof, free from diminution or pollution.
- 3. All matters as would be disclosed by a current and accurate survey and inspection of the premises.
- 4. Rights of tenants in possession under unrecorded leases.
- 5. Terms and conditions of any unrecorded leases.
- 6. Right of Way Easement from Ted G. Glazier and Cynthia H. Glazier to Southern Bell Telephone and Telegraph Company dated June 2, 1988 and recorded in Deed Book 477, Page 493, Coweta County records.
- 7. Easement from Christopher Scott Tinsley to Coweta County dated April 17, 2013 and recorded in Deed Book 3948, Page 137, Coweta County records.
- 8. Water Line Easement from Eric A. Hamilton to JP Allen Homes, LLC dated March 15, 2016 and recorded in Deed Book 4354, Page 448, Coweta County records.
- 9. Subject to all matters as shown on that certain plat recorded in Plat Book 44, Page 103, Coweta County records.

PT-15-3764 SLEPIAN SCHWARTZ & LANDGAARD 42 EASTBROOK BEND PEACHTREE CITY, GEORGIA 30269 (770) 486-1220 15-1037CR/KARESA DOC# 015486 FILED IN OFFICE 09/02/2015 12:18 PM BK:4267 PG:144-145 CINDY G BROWN CLERK OF SUPERIOR COURT COWETA COUNTY

City J. Brook

REAL ESTATE TRANSFER TAX PAID: \$158.00

#### STATE OF GEORGIA COUNTY OF FAYETTE

#### LIMITED WARRANTY DEED

THIS INDENTURE made this **29th day of July**, **2015**, by and between **CHRISTOPHER SCOTT TINSLEY**, as party or parties of the first part, hereinafter referred to as "Grantor," and **ERIC A. HAMILTON**, as party or parties of the second part, hereinafter referred to as "Grantee";

#### WITNESSETH:

That Grantor for and in consideration of the sum of TEN DOLLARS, in hand paid, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, and conveyed, and by these presents does hereby grant, bargain, and convey unto Grantee, their heirs, successors and assigns, the following described property:

# SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION

# THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, their heirs, successors and assigns forever, in Fee Simple.

AND THE GRANTOR will warrant and forever defend the right and title to the abovedescribed property unto the Grantee, their heirs, successors and assigns, against the claims of all persons claiming by, through or under Grantor, subject only to the Permitted Exceptions.

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

CHRISTOPHER SCOTT TINSLEY

Signed, sealed and delivered in the

presence of: alla Unofficial Witness

Notary Public

My Commission Expires:

[Notary Seal]



512-18



### BK:4267 PG:145

#### Exhibit "A"

All that tract or parcel of land containing 10.00 acres situate, lying and being in Land Lot 213 of the 1<sup>st</sup> Land District, Coweta County, Georgia and being a portion of Tract 3 Morgan Estates. As shown on plat of Survey for Ted G. Glazier prepared by John R. Christopher, Registered Land Surveyor, dated January 27, 1988, recorded in Plat Book 44, Page 103 in the Office of the Clerk of Superior Court of Coweta County, Georgia, to which plat reference is hereby made for a particular description of the property herein conveyed and being more particularly described as follows:

BEGINNING at an iron pin set at the point of beginning intersection of the South line of Land Lot 214 with the Southerly right of way of Morgan Road (60 foot right of way) and from said iron pin thence run South 89°37'27" East 95.68 feet to an iron pin set on the Southwesterly right of way of State Highway #16 (100 foot right of way); thence run in a Southeasterly direction along the Southwesterly side of right of way of State Highway #16 South 56°35'29" East 172.26 feet to an iron set at the point of intersection of the Southwesterly right of way of State Highway #16 with the East line of Land Lot 213; thence run South along the East Land Lot Line of Land Lot 213 South 0°5'50" East 974.57 feet to an iron pin set; thence run South 89°54'10" West 418.84 feet to an iron pin set; thence run North 0°5'50" West 1,027.55 feet to an iron pin set on the Southerly right of way of Morgan Road; thence running in a Easterly direction along the Southerly right of way of Morgan Road North 87°46'39" East 81.00 feet to a point; thence continuing North 75°8'9" East 69.96 feet to a point; dhence continue North 54°32"16" East 37.94 feet to an iron pin set and the point of beginning. MAP# 114 L.L.#213 PAR.#2

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#### FILED IN OFFICE CLERK SUPERIOR COURT

## RIGHT OF WAY EASEMEN SEB JUL -8 P 3: 58 0

In consideration of the sum of money hereinarter set out and there good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the Grantee may require, consisting of:

EXHIBIT A

- buried cables and wires, cable terminals, markers, splicing boxes and pedestals.
- (2) conduits, manholes, markers, underground cables and wires;

upon, over and under a strip of land ten (10) feet wide across the following lands in <u>Land Lot 213</u> of the First District, <u>Coweta</u> <u>County, Georgia</u> said property being described in detail in Deed Book <u>334</u>, <u>Page 141</u> in the office of the Clerk of the Superior Court of <u>Coweta</u> <u>County</u>, and to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property. Said easement is described more particularly as follows:

Being a ten (10) foot wide strip adjacent to the <u>Southern</u> most right of way of the Department of Transportation Highway No. <u>16</u> as said right

The following rights are also granted: ingress to and egress from said premises at all times; to clear the land and keep it cleared of all trees, undergrowth of other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications.

The receipt of One and no/100 Dollars ( 1.00 ) is hereby acknowledged by the undersigned.

To have and hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the JUNE, 1988.	undersigne	d have signed on this <u>2nd</u> day of
Witness the Hotte		Jul HPMain
KENNETH HATCHER		TED G. GLAZIER SS_No252-88-0021
		Linkling & Manny
		CYNTHIA H. GLAZIER SS No254-13-8563
		SS No
		SS NO
STATE OF <u>Georgia</u> COUNTY OF Coweta	SSI	
On this <u>2nd</u> day of before me came, <u>TED G. GLAZIER</u> individual(s) described in, and acknowledged that <u>they</u> ex	who orego	Notification of the state of th
		My Constitution Funtres May 8 1002

DOC# 009039 FILED IN OFFICE 05/08/2013 02:12 PM BK:3948 PG:137-138 CINDY G BROWN CLERK OF SUPERIOR COURT COWETA COUNTY

Return Recorded Document to: / B. D. MURPHY, III, P.C. 370 WEST STONEWALL AVENUE FAYETTEVILLE, GA 30214

#### STATE OF GEORGIA

### COUNTY OF COWETA

#### EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) in hand paid, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grants unto COWETA COUNTY, hereinafter referred to as "Grantee", a perpetual easement for the purposes and uses hereinafter set forth, over, through, and across following lands, to wit:

All that tract or parcel of land and being in Land Lot 230 of the 1<sup>st</sup> District of Coweta County, Georgia, and being a strip of land lying adjacent to the Southerly rights-of-way of Georgia State Route 16 and Morgan Road as more particularly identified and depicted on that certain driveway design prepared for Coweta Charter Academy by A&R Engineering Inc., which driveway design is attached hereto as Exhibit "A", said driveway design being made a part hereof by reference.

The easement granted herein is for the installation and maintenance of a pavement widening in order to create a permanent right turning lane from Morgan Road onto Georgia State Rout 16, provided, however, that a condition to the grant of this easement is that if the turning lane is not constructed by December 31, 2013, this easement shall lapse, be terminated and void.

The easement herein granted shall inure to the benefit of, and be binding on the undersigned, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this easement has been executed and sealed by the undersigned on this day of  $\frac{1}{1000}$ , 2013.

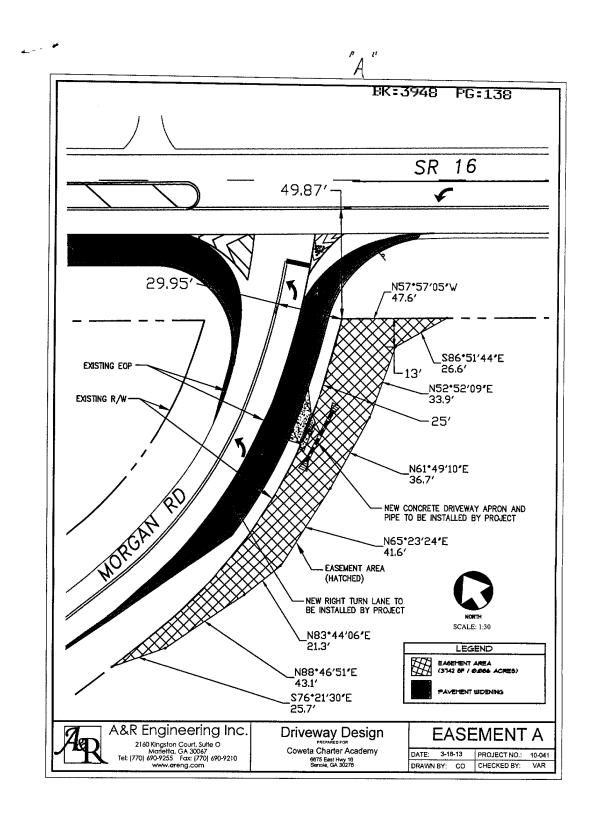
V CHRISTOPHER SCOTT TINSLEY (SEAL)

Signed, sealed and delivered in the presence of: The probability of the sealed and delivered Witness

Notary Public



2/1200



DOC# 005933 FILED IN OFFICE 4/13/2016 09:07 AM BK:4354 PG:448-451 CINDY G BROWN CLERK OF SUPERIOR COURT COWETA COUNTY

Cily I Broken REAL ESTATE TRANSFER TAX PAID: \$0.00

# PT-61

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16-126 L After recording, return to

After recording, return to: Carson Bradford Sears, Esq. Sanders, Haugen & Sears P.C. P. O. Box 1177 Newnan, Georgia 30264

STATE OF GEORGIA COUNTY OF COWETA

THIS WATER LINE EASEMENT, made the 15 day of MARCH 2016, by and between ERIC A. HAMILTON, so party of the first part, hereinafter called "Grantor", and JP ALLEN HOMES, LLC, & Delaware Limited Liability Company, as party of the second part, hereinafter called "Grantee".

#### WITNESSETH

WHEREAS, Grantor is the owner of certain property located in Land Lot 213 of the 1st Land District, Coweta County, Georgia; and

WHEREAS, Grantee desires to extend the existing below ground water line and easement located to the east of the west side of the right of way of Fieldstone Way in Land Lot 213 of the 1<sup>st</sup> Land District of Coweta County, Georgia to property owned by Grantee; and

WHEREAS, Grantee is desirous of securing a permanent, perpetual easement for a below ground water line and above ground fire hydrants and valves over, across and through a portion of the Grantor's property adjacent to the southerly right of way of Morgan Road (R/W varies) and Georgia State Route Highway 16 in Land Lot 213 of the 1<sup>st</sup> land District of Coweta County, Georgia.

WHERAS, pursuant to a development agreement with the City of Senoia, Georgia, Grantee will install the below ground water line and upon inspection and acceptance by the City of Senoia, Georgia, Grantee will assign all of its right, title and interest in the easement rights granted herein to THE CITY OF SENOIA, GEORGIA, a municipal corporation of the County of Coweta, State of Georgia.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, Grantor does hereby grant and convey unto said Grantee, the right to construct and maintain a below ground water line, and above ground fire hydrants and valves, either by its own efforts or its agents, contractors, or assigns over, across and through a portion of the Grantor's property, located in Land Lot 213 of the 1<sup>st</sup> Land District, 'Coweta County, Georgia, said easement being more particularly described on that certain Plat of Survey of Offsite Sanitary Sewer Layout water Distribution Plan for the Morgan Farm, last dated 12/23/2015, prepared by Hovey and Assoc, Inc., said plat is attached hereto as <u>Exhibit "A"</u> and by reference made a part hereof.

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4116 4/16

#### FURTHER GRANTOR AGREES AS FOLLOWS:

(1) This easement shall be permanent, perpetual in duration and twenty (20') feet in width as described on that certain plat of survey of Offsite Sanitary Sewer Layout water Distribution Plan for the Morgan Farm, last dated 12/23/2015, prepared by Hovey and Assoc, Inc., said plat is attached hereto as <u>Exhibit "A"</u> and by reference made a part hereof.

(2) Grantee shall construct under and upon the aforementioned easement a below ground water line and above ground fire hydrants and valves. The below ground water line shall maintain at least ten feet (10') separation from the existing sanitary sewer line traversing Grantor's property.

(3) Grantor also conveys herewith a temporary construction easement forty (40) feet in width as shown on <u>Exhibit "A"</u>, said temporary construction easement being 10 feet on either side of the 20 foot permanent easement referenced hereinabove. Said temporary construction easement to expire upon completion of the installation of the below ground water line and the above ground fire hydrants and valves.

(4) Grantee agrees that it will be responsible for the restoration of the construction area and easement area after construction of said below ground water line so that the ground affected thereby will be left in good and in a sightly condition. Furthermore, to the extent as may be permitted or authorized by statute, law or ordinance, Grantor reserves and retains the right to grade, pave and otherwise fully utilize the surface of the property hereinabove described provided that such improvements do not interfere or provide for potential damage to Grantee's below ground water line and above ground fire hydrants and valves upon notice to Grantee, in writing, of the proposed improvements thereto and approval of Grantee, such approval not to be unreasonably withheld, and further provided that Grantee enter said property in order to maintain, remove, replace, or repair said below ground water line, Grantee will, at its expense, fully replace in a workmanlike manner, all paving or concrete (as well as soil thereunder) removed, destroyed or broken by the said Grantee in its said maintenance, removing, replacing, or repairing said improvements.

(5) Grantee shall exercise due diligence in causing the construction of the aforementioned below ground water line, and above ground fire hydrants and valves.

(6) To the extend as may be authorized by law, Grantee hereby agrees to indemnify and hold Grantor harmless against any and all claims of property or personal damages resulting from the construction, maintenance, repair or removal of, or failure to maintain and repair the below ground water line and above ground fire hydrants and valves, and all expenses relative to construction, maintenance, repair and removal thereof will be borne by Grantee.

(7) This instrument is intended to convey to Grantee a perpetual exclusive easement for the aforesaid purpose.

(8) Grantee agrees that it will utilize its best efforts to design and construct the below ground water line at a depth sufficient to avoid interference with surface use, if otherwise permitted or authorized by statute, law or ordinance, and to place fire hydrants and valves in such locations as is consistent with generally accepted engineering principles.

(9) The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective heirs, successors and assigns, and this Agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

(10) Grantor consents to the future assignment of the easement rights granted herein to THE CITY OF SENOIA, GEORGIA, a municipal corporation of the County of Coweta, State of Georgia, as set forth herein; and acknowledges that Grantee will file a transfer and assignment in the deed records of Coweta County, Georgia assigning all of

#### 2

Grantee's right, title and interest hereunder without being required to obtain any further consent of Grantor.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand and its seal on the day and year above first written.

GRANTOR: Signed, sealed and delivered in Ą An John Bric A. Hamilton (SEAL) the presence of With Notary Public

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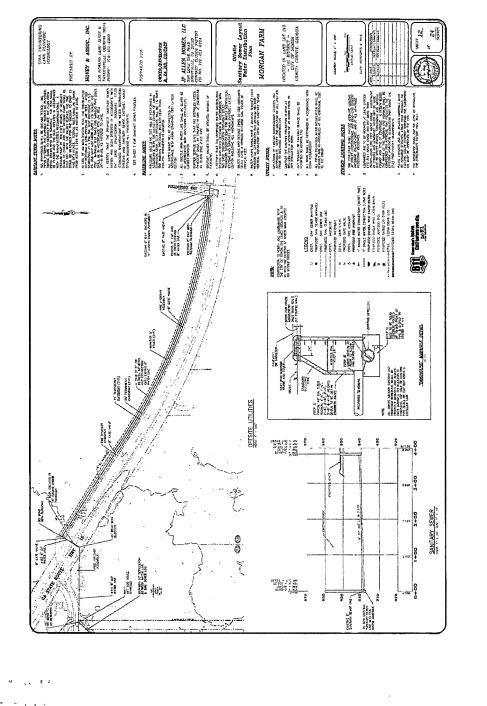
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My Commission Expires

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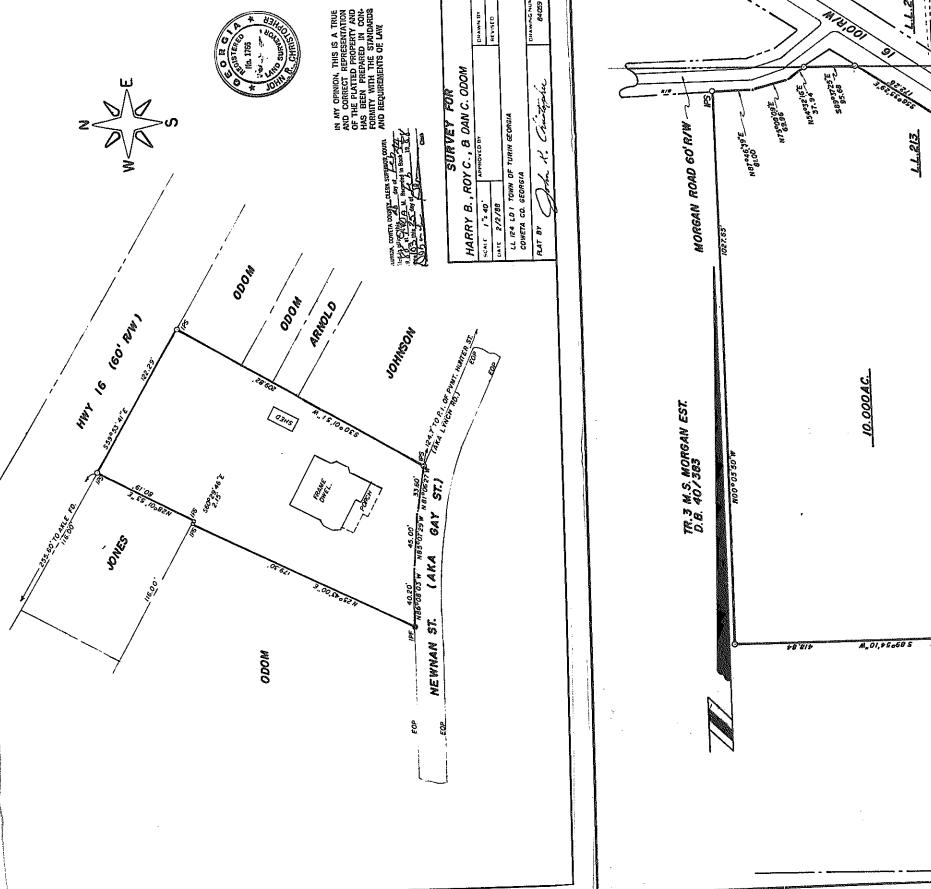


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EK:4354 PG:451

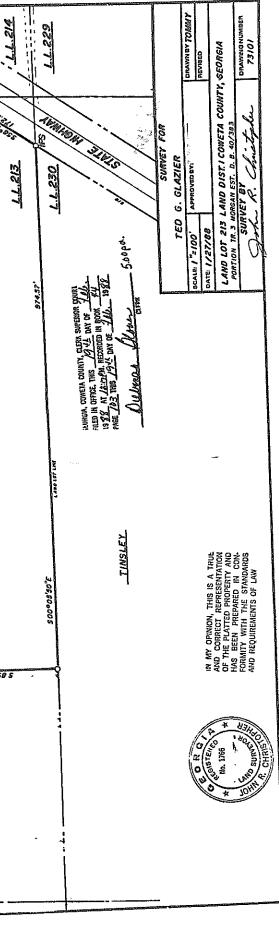




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