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2012-0162734
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Return to:
David Davison, Attorney
City of Roswell
38 Hill Street
Roswell, GA 30075

PERMANENT EASEMENT

STATE OF GEORGIA

COUNTY OF FULTON

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, and for other good and valuable consideration MANSELL PARTNERS ("Grantor"), A Georgia Corporation, hereby grants unto the CITY OF ROSWELL ("Grantee") a Permanent Easement of 23,418 Square Feet, as indicated on the GREENWAY EASEMENT EXHIBIT attached hereto as Exhibit "A," for the purpose and uses hereinafter set forth, over, through and across the following lands, to-wit:

The Permanent Easement is for construction and maintenance of a Trail project designated as the "FOE KILLER CREEK PATH" as indicated on the "GREENWAY EASEMENT EXHIBIT" attached hereto as Exhibit "A." This Permanent Easement is for use of the property as part of the City of Roswell Foe Killer Creek Trail Project, including uses such as a water line and/ or other utilities easements. The property is to be preserved in a generally undeveloped state to be used by the City of Roswell for the benefit of its citizen's as storm water control, open green-space or for outdoor recreational purposes.

Said easement is located as indicated in Exhibit "A" upon land more particularly described as:

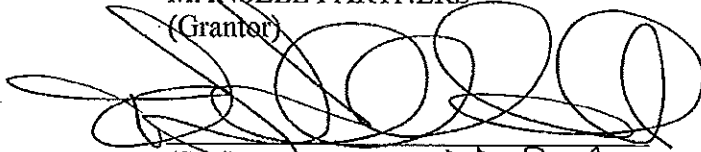
All that tract or parcel of land located on the northwest corner of the intersection of the former Old Roswell Road and West Side Parkway and being in Land Lot 591, 1st District, 2nd Section, Fulton County, Georgia, being Tax Lot 12-2370-0591-059-4 as per Fulton County Records; being unimproved property;

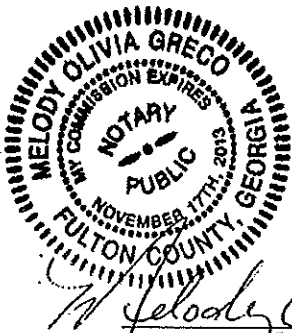
Conditions: The parties agree that this Permanent Easement is subject to the successful vacation of the Right of Way of the former Old Roswell Road where adjacent to the parcel as noted in Exhibit "A" and that if for any reason said vacation is not completed to the mutual satisfaction of both parties with official notice of dissatisfaction in writing within 30 days of said vacation hearing then this permanent easement shall be null and void.

IN WITNESS WHEREOF, MANSELL PARTNERS (Grantor) has signed and sealed and Grantee has accepted this Permanent Easement with stated conditions this 23rd day of April, 2012.

MANSELL PARTNERS

(Grantor)


(Seal) Mansell Partners



Melody Olivia Greco
Notary Public

My Commission Expires: 11-17-2013

Date: 4-23-2012

[Signature]
Unofficial Witness

Attest: _____

ACCEPTED BY:

CITY OF ROSWELL

a Georgia municipal corporation

(Grantee)

By: _____

(Seal)

Jere Wood, Mayor

Title

Attest: _____

Betsy K. Branch

Unofficial Witness

