

**Return to:**

The Abram Law Group, LLC  
1200 Ashwood Parkway, Suite 560  
Atlanta, GA 30338  
770/349-0120

STATE OF GEORGIA  
COUNTY OF FULTON

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 30 day of September 2024 by and among **MILTON LAND INVEST, INC.**, a Georgia corporation (hereinafter referred to as "Grantor"), and **HEARTHERTON NEIGHBORHOOD ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Grantee").

**W I T N E S S E T H:**

WHEREAS, Grantor is the Declarant under that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements which is recorded in Deed Book 67039, Page 549, et., seq., Fulton County, Georgia Superior Court Records (the "Declaration"); and

WHEREAS, Grantor is the owner of all of the Property which is located in Land Lots 1030, 1059, and 1102 of the 2<sup>nd</sup> District, 2<sup>nd</sup> Section, City of Milton, Fulton County, Georgia, and shown on that certain Final Plat for Heatherton which is recorded in Plat Book 463, page 40 aforesaid records, all of such property having been submitted to the terms of the Declaration (the "Community"); and

WHEREAS, pursuant to Section 5.2 of the Declaration, the Grantee is charged with certain maintenance obligations for the benefit of the Community (the "Maintenance Obligations"); and

WHEREAS, the parties desire to identify and establish certain specific portions of the lots within the Community that will be subject to the rights and obligations of the Grantee to perform the Maintenance Obligations.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), the agreements herein contained, and other good and valuable consideration, in hand paid each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby covenant and agree as follows:

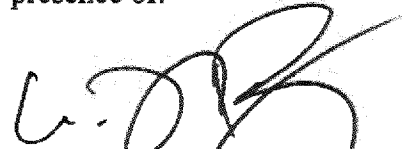
1. Recital of Facts. The foregoing recital of facts is agreed to be true and correct and is incorporated herein by reference.
2. Grant of Easement. Grantor does here by grant and convey to Grantee, a perpetual, non-exclusive easement over those certain portions of the Community which are highlighted and identified on Exhibit "A" attached hereto as the "Easement Areas" for the purpose of performing the Maintenance Obligations and specifically the performance of landscape maintenance. The parties acknowledge that the Easement Areas are not delineated on the Final Plat and as such, the foregoing easement is made, not in limitation of the easements granted to Grantee under Section 10.8 of the Declaration, but rather for providing further clarity for the establishment of the Easement Areas.
3. Successors/Agreement to Run with Title. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, successors-in-title and assigns. This Agreement shall run with, and bind the title to, the Community, regardless of whether or not this Agreement is expressly referenced in a deed conveying all, or any portion of, the Community. Each person or entity who acquires all or any part of, or interest in, all or any portion of each of the lots within the Community shall automatically take its interest subject to and/or together with the terms and conditions of this Agreement.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together, shall constitute one and the same instrument.
5. Governing Law. This Agreement shall be governed by, and construed according to, the Laws of the State of Georgia.
6. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. No oral modifications to either this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.
7. Miscellaneous. Time is of the essence of each and every provision of this Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

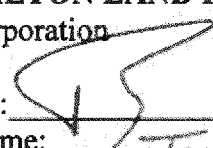
[Signatures on following pages]

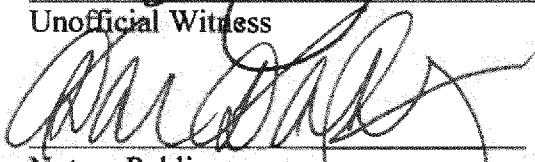
IN WITNESS WHEREOF, each of the parties has hereunto set their hands and affixed their seals the date first above written.

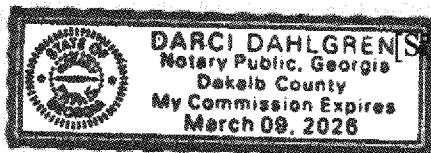
Signed, sealed and delivered in the presence of:

Grantor:  
**MILTON LAND INVEST, INC.**, a Georgia corporation

  
\_\_\_\_\_  
Unofficial Witness


By:   
Name: \_\_\_\_\_  
Title: Pres

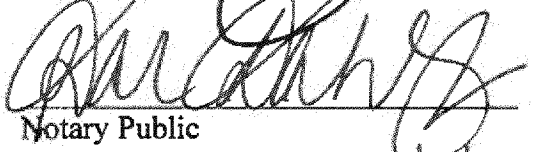
  
\_\_\_\_\_  
Notary Public  
[NOTARIAL SEAL]  
My Commission Expires: 3/9/26




[Signatures Continued on Following Page]

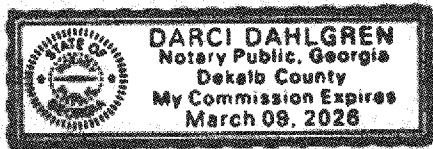
Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public  
[NOTARIAL SEAL]  
My Commission Expires: 3/9/26

GRANTEE:  
**HEATHERTON NEIGHBORHOD  
ASSOCIATION, INC.**, a Georgia  
nonprofit corporation

By:   
\_\_\_\_\_  
Name: Tom Sharp  
Title: Pres



**EXHIBIT "A"**  
**EASEMENT AREAS**

