



ZA3971  
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Forsyth County Department of  
Planning & Community Development

FOR STAFF USE ONLY  
DATE & TIME STAMP

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### Rezoning, CUP and Sketch Plat Application

This form is required for submittals of all rezoning, conditional use permit (CUP) and sketch plat applications. While this application provides some information regarding the necessary requirements to submit a complete application, the full application requirements (e.g. minimum site plan requirements) can be found on the website at forsythco.com. From the main web page, please choose **Department and Offices**, next choose **Planning & Community Development** from the list, and then select **Long Range Planning Division** on the left side of the page.

#### A. SUBMITTAL TYPE

Application for Zoning Review

If this submittal is a revision, please specify the  
previously assigned application number:

#### B. REQUESTED ACTION: PLEASE CHECK ALL THAT APPLY (E.G. REZONING, REZONING WITH A CUP, ETC.)

☒ Rezoning ☐ Conditional Use Permit (CUP) ☐ Sketch Plat ☐ CUP for a communication tower

#### C. APPLICANT INFORMATION

Name: Lennar Georgia, Inc.

Address: 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172

Phone#: 770-781-4100

E-mail Address: jbeard@mhtlegal.com

#### D. REPRESENTATION INFORMATION (IF APPLICABLE)

Preferred Contact: ☒ Attorney ☐ Authorized Agent

Name: Jonathan C. Beard

Address: 202 Tribble Gap Road, Suite 200, Cumming, Georgia 30040

Phone#: 770-781-4100

E-mail Address: jbeard@mhtlegal.com

#### E. PROPERTY INFORMATION

Tax Map & Parcel #(s): (e.g. xxx-xxx-xxx, xxx-xxx-xxx) 059-010 and 058-023

Current Zoning: R2R - Single Family Residential Restrictive Proposed Zoning: MPD - Master Planned District

Proposed Use: Residential and Commercial

Property Acreage: 39.207

Proposed Road Access: Post Road, Majors Road, and Polo Drive

Does the subject property lie partly within or adjacent to the City of Cumming? ☐ Yes ☒ No

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Application #

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**F. DETAILS OF PROPOSED USE****FOR SHORT-TERM RENTAL APPLICATIONS, SKIP TO ITEM J BELOW**

1) Please complete if you are filing a **rezoning, conditional use permit or sketch plat** application.

a) ☒ This application contains a **residential** component. If checked, please fill out the following:

Residential Building Type	Ownership Type *** (Fee-Simple or Condominium)	# of Lots or Units	Minimum Heated Floor Area (sq. ft.)	Minimum Lot Size (sq. ft.)(If applicable)
<input checked="" type="checkbox"/> Single Family Detached	Fee Simple	131	1,700	4,400
<input type="checkbox"/> Townhouses				
<input type="checkbox"/> Apartments				
<input type="checkbox"/> Condos				
<input type="checkbox"/> Other				

\*\*\* The UDC requires that condominium-style ownership be specifically identified during the zoning process. While there may be little visual difference between the finished product types, condominium style ownership means that there will not be individually-owned (i.e. fee simple ownership) property associated with a specific type of development; rather there will just be individual ownership in building space (i.e. units) with joint ownership of all property. Some developments might contain both ownership types.

The total residential density (lots and/or units) proposed with this project is  units per acre.

b) ☒ This application contains a **non-residential** component. If checked, please fill out the following:

Total Building Area (sq. ft.)  # of Parking Spaces  Est. Bldg. Area of Out Parcels (sq. ft.)

c) What is the total amount of proposed open space (sq. ft. or acres) included with this application?

d) Please indicate whether this project will be served by septic, county sewer, or city sewer:

If the project will be served by either county or city sewer, please also submit the results of the required pre-application meeting.

e) Will the proposed development exceed the threshold that triggers the need for a Development of Regional Impact (DRI) review?

☐ Yes ☒ No If yes, supplemental information shall be required in addition to this application.

f) Are you filing a rezoning application to rezone to a Master Planned District (MPD)?

☒ Yes ☐ No If yes, please also submit the supplemental form "Supplemental Application - Master Planned District (MPD)", which can be found on our website at forsythco.com.

g) Are you filing an application that includes Senior Housing?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Senior Housing Application", which can be found on our website at forsythco.com.

h) Are you filing an application that includes self-service storage?

☐ Yes ☒ No If yes, the separation distance between self-service storage businesses shall be 3/4 of a mile or a variance is required.

i) Are you filing an application that includes a business that conducts around the clock business hours (includes business operations that require employees to work shifts to cover a 24 hour period)?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

j) Are you filing an application that includes short-term rental?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

Number of Overnight Guests  Number of Daytime Guests   
Number of Bedrooms  # of Parking Spaces

**G. REQUESTED VARIANCE(S) (SEPARATE SHEET REQUIRED FOR EACH REQUESTED VARIANCE)**

1) A separate sheet is required for each variance request. The number of this variance request is:

2) Please Indicate which section of the Unified Development Code (UDC) is requesting to be varied, e.g. Chapter 11, Table 11.2(a).

3) Please check the type of variance being requested:

☐ A variance of  feet to allow a  setback to be  feet.

☐ A variance of  feet to allow  to be  feet.

☐ Other:

4) Written Justification. Per § 8-6.3 (B), all variance requests must be accompanied by written documentation justifying the variance and explaining why it should be granted. Additional sheets can be found on the website at [forsythco.com](http://forsythco.com). The justification must specifically address, for each variance requested, the below criteria:

a) Describe why the variance would not negate the purpose and intent of the Unified Development Code provision?

b) Describe why the variance would not cause substantial detriment to the public safety, health, or welfare of the public, or injurious to other property?

c) Describe why the conditions of your property are unique only to the property which relief is sought and are not applicable generally to other property?

d) Describe how this property's physical surroundings (e.g. shape, size, or topographical conditions) result in an extraordinary hardship or practical difficulty (as distinguished from a mere inconvenience)?

e) Describe why the requested variance is the minimum necessary to accomplish the proposed development or building?

f) Describe how granting this variance will result in equal or greater protection to adjacent property or natural resources? (Only required if requesting a variance to a buffer or setback)



**H. PROPERTY OWNER(S) AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE**

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing.

The undersigned hereby swear that he/she/they is/are the owner(s) of the subject property as identified on this application.

I/We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

Owner Name #1: Michael S. Domenicone

Address: 5890 Polo Drive, Cumming, Georgia 30040

Phone#: [REDACTED]

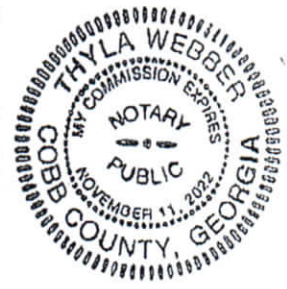
E-mail Address: [REDACTED]

Signature of Owner: [Signature]

Date: 6/27/2019

Signature of Notary: [Signature]

Date: 6/27/2019



Owner Name #2: Kimberly J. Domenicone

Address: 5890 Polo Drive, Cumming, Georgia 30040

Phone#: [REDACTED]

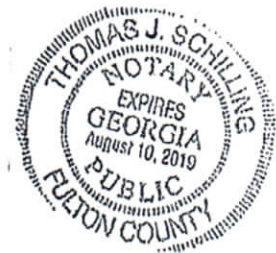
E-mail Address: [REDACTED]

Signature of Owner: [Signature]

Date: 6-27-19

Signature of Notary: [Signature]

Date: 06/27/2019



Owner Name #3: The Estate of Pasco Michael Domenicone

Address: 5890 Polo Drive, Cumming, Georgia 30040

Phone#: [REDACTED]

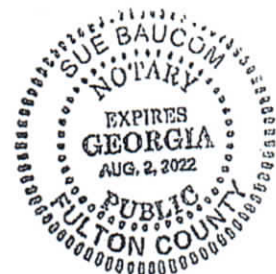
E-mail Address: [REDACTED]

Signature of Owner: [Signature]

Date: 6-27-19

Signature of Notary: [Signature]

Date: 06/27/2019



Owner Name #4: The Estate of Pasco Michael Domenicone

Address: 5890 Polo Drive, Cumming, Georgia 30040

Phone#: [REDACTED]

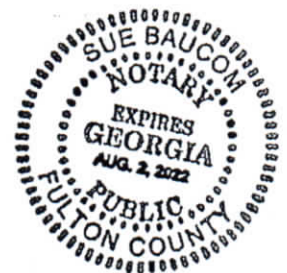
E-mail Address: [REDACTED]

Signature of Owner: [Signature]

Date: 6/27/19

Signature of Notary: [Signature]

Date: 6/27/19





**I. CORPORATE/COMPANY DISCLOSURE: ADD ADDITIONAL SHEETS IF APPLICABLE**

If either the applicant or owner are corporations or limited liability companies, provide the names of the corporate stockholders with 10% ownership or greater and officers and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at [forsythco.com](http://forsythco.com).

I am a duly authorized officer/member of the Lennar Georgia, Inc. [corporate entity]. The Lennar Georgia, Inc. [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the Lennar Georgia, Inc. [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: Lennar Georgia, Inc.

Name of Officer(s), Director(s) and/or Stockholder(s)

NYSE: LEN	



**J. APPLICANT CERTIFICATION: PLEASE READ AND INITIAL THE FOLLOWING 9 STATEMENTS**

- JH* 1) I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on the Planning Commission and/or Board of Commissioners agenda for a public hearing.
- JH* 2) I understand that my request will be rejected if all the necessary information and/or requirements are not presented.
- JH* 3) I understand that I have an obligation to present all necessary information required by the Unified Development Code to enable the Planning Commission and/or Board of Commissioners to make an informed determination on my request. I will seek advice of Planning Staff or an attorney if I am not familiar with the zoning and land use requirements.
- JH* 4) I understand that my request will be acted upon at the Planning Commission and/or Board of Commissioners public hearing and that I am required to be present or to be represented by the authorized representative as indicated on this application, so that someone is available to present all facts and answer questions. I understand that failure to appear at a public hearing may result in the postponement or denial of my request. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Forsyth County.
- JH* 5) The Unified Development Code (UDC) of Forsyth County requires the landowner, applicant, or authorized representative to place an orange public participation sign(s) on the subject property during the entire Applicant Work Time. In order to insure that the correct information is included on the public participation sign(s), the Planning and Community Development Department will prepare the sign(s) and present it/them to the applicant at the Zoning Review Meeting. It is the applicant's responsibility to place the sign(s) on the subject property and to maintain the sign(s) during the entire duration of the Applicant Work Time, where the term "maintain" means that any and all meetings and/or application changes shall be updated on the sign(s), and that the sign(s) shall remain standing and readable until an application is withdrawn or the proposal is submitted for Board Consideration. A sign affidavit with a dated photo of each sign(s) placing said sign(s) against a verifiable property landmark shall be submitted to the Planning and Community Development Department within two (2) business days after the Zoning Review Meeting. Failure to submit the affidavit shall result in the public participation report being incomplete and the submittal for Board Consideration not being accepted until all posting requirements are complete.
- JH* 6) The Unified Development Code (UDC) of Forsyth County requires that the yellow public hearing sign(s) be placed on the subject property at least twenty-one (21), but not more than forty-five (45) days prior to the public hearing. In order to insure that the correct information is included on the public hearing sign(s) and that it/they is/are posted within the specified time frame, the Planning and Community Development Department will prepare the sign(s) and post it/them on the subject property by replacing the already posted orange public participation sign(s) with the yellow public hearing sign(s). Once the yellow public hearing sign(s) is/are posted, it is the applicant's responsibility to maintain the sign(s) until an application is withdrawn or a decision is rendered by the Board of Commissioners. The term "maintain" means that the sign(s) shall remain standing, be readable, and be updated regarding any changes in the date of the public hearing. The applicant shall be responsible for removal of all public notice signs within three (3) days of the final motion or date of withdrawal. Failure to do so will result in a fine of one hundred dollars (\$100) per day until the sign(s) is/are removed.
- JH* 7) The Forsyth County Tree Preservation and Replacement Ordinance requires that all zoning applications submitted to the Department of Planning and Community Development include the following sworn statement: *"I hereby swear, under oath, that the property shown on attached plats and site plan has not been clear cut within three years prior to the zoning application date and that the property will not be clear cut prior to a decision by the Board of Commissioners on the zoning. I hereby understand that any property that has been clear cut within three years prior to the date of this application, shall not be eligible for rezoning for a period of three years from the date said property was clear cut. Clear cut is defined as a timber harvest performed in one cutting operation with any remaining trees having no merchantable value or forestry management purpose."*
- JH* 8) In the event this zoning application is approved, please be aware that such approval shall not be deemed, and is not, a commitment or guarantee by Forsyth County as to the availability of sewer capacity and/or county water; nor shall this approval be construed as a commitment by Forsyth County to assist the developer with sewer easement acquisition. The developer shall be required to independently secure all necessary sewer easements. All sewer capacity agreements must be approved by the Forsyth County Board of Commissioners.
- JH* 9) Please list the name(s) and dollar amount of any campaign contribution or gift (for gifts greater than \$100) made to any Forsyth County elected official during the two years immediately preceding the filing of this application. If the applicant is a business, then such disclosure shall pertain to contributions made on behalf of the business as well as on behalf of the individual representing the business for purposes of this application submittal.

Please indicate the name of the elected official, date of gift, and dollar amount of any gift or contribution:

*None*



**J. APPLICANT CERTIFICATION - CONTINUED**

10) As the property owner or duly authorized agent of the property owner, I hereby certify that as of the date signed below [check one]:

- ☒ I have not requested and have no present intention of requesting any form of economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority; or
- ☐ I have requested or have a present intention to request economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority.

The undersigned has personally appeared before me, a Notary Public, and states upon oath and by initialling, that he/she has read, understands, and agrees to comply with each of the above nine (10) applicant certifications.

Printed Name of Applicant: Lennar Georgia, Inc. Date: 7-2-19

Signature of Applicant: [Signature] Date: 7-2-19

Signature of Notary: [Signature] Date: 7-2-19



**K. SIGN ORDINANCE ACKNOWLEDGEMENT**

By signing below, applicant acknowledges and affirms that prior to submission of this application, applicant has read and reviewed the County regulations applying to such application, including the Forsyth County Sign Ordinance, and agrees to comply with the provisions of the Code.

Name: Lennar Georgia, Inc.

Signature of Applicant: [Signature] Date: 7-2-19

**L. APPLICANT WITHDRAWAL (ONLY SIGN IF OFFICIALLY WITHDRAWING APPLICATION REQUEST)**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



## Master Planned District Supplemental Application

This supplemental application is required for all MPD submittals in addition to the main application. The intent of the MPD zoning district is to allow flexibility in the design and construction of a mixed-use product that does not comply with the strict guidelines of traditional zoning codes. Due to the variables of this innovative land use, a greater amount of project information is required during the rezoning review stage. It is beneficial to provide the information in both narrative and graphic form to ensure that the intent of the Unified Development Code (UDC) and all other county ordinances and regulations are met.

Applicants are permitted to submit Land Use Standards as noted in 20B-4.2(B). Development and construction standards, such as the Engineering Department Construction Standards and Specifications Manual, the Water & Sewer Department Construction Details and the Water & Sewer Department Water Distribution and Sanitary Sewer Specifications, must be adhered to unless waived or mitigated through an approved development agreement with the Forsyth County Board of Commissioners. Applicants interested in a development agreement are responsible for initiating a discussion with their district commissioner. Based on the complexity of drafting a development agreement, the Board of Commissioners intends to limit development agreements to regional destinations and other significant economic development projects.

### A. PRE-APPLICATION MEETING INFORMATION

1) Date of Required Pre-Application Meeting: 7/3/19

2) Name(s) of Staff member(s) who participated in meeting: Vanessa Bernstein-Goldman and Leslie Silas

### B. PERCENTAGE BREAKDOWN OF COMMERCIAL, RESIDENTIAL AND OPEN SPACE LAND USES PER UDC CHAPTER 20B, ARTICLE II

1) Commercial: 15.00

2) Residential: 55.00

3) Open Space: 30.00

### C. MASTER DEVELOPMENT PLAN

To enable a thorough analysis of this MPD application, the application requirements exceed those of other zoning districts. In addition to the standard requirements, all MPD applications must include a Master Development Plan. The criteria for the Master Development Plan include all of the following. Please check (✓) the boxes indicating that these minimum required items have been addressed in the submittal.

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DATE & TIME STAMP  
Application #



1) **Uniform Plan:** 10 full-size copies and one 8.5 x 11" is required. The plan should distinguish this mixed use project from a traditional residential and/or commercial rezoning, by clearly delineating the different areas of land use (i.e. residential, commercial, and open space) and how these areas are linked through internal and external connectivity.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Residential zones                  | <input checked="" type="checkbox"/> Open space zones |
| <input checked="" type="checkbox"/> Shopping, business, or trade zones | <input type="checkbox"/> Vertical mixed use zones    |
| <input type="checkbox"/> Civic and institutional zones                 |  |

2) **Land Use Standards:** Any Land Use Standards not specified will be automatically regulated by the other chapters of the Unified Development Code. Include at a minimum for each zone specified in the Uniform Plan.

- ☒ Permitted uses
- ☒ Minimum lot size
- ☒ Minimum lot width
- ☒ Minimum setbacks
- ☒ Minimum building separation
- ☒ Buffers and impervious setbacks
- ☒ Maximum height
- ☒ Maximum building coverage
- ☒ Parking and loading requirements

3) **Additional Land Use Standards:** Provide supplemental materials in a format that best demonstrates that you have met the requirements (e.g. graphic, narrative, table, or chart).

- ☒ Construction phasing schedule
- ☒ Method of water and sewer service; verify capacity
- ☒ A plan for ownership and maintenance of streets and open space  
A plan identifying existing tree canopy (utilize this as a tool to influence site planning and work toward the preservation of mature tree canopy and compliance with the Forsyth County Tree Ordinance; aerial photography available from Forsyth County GIS Department)
- ☒ Demonstrate internal and external connectivity

Demonstrate on the site plan:

- ☒ Amount and location of open space
- ☒ A description of proposed residential dwellings, and specifications (provide typical unit examples for each residential component)
- ☒ Proposed maximum gross floor area (total non-residential)
- ☒ Typical landscape features, streets, parking areas, sidewalks, utilities, and building footprints
- ☒ Identify state waters, wetlands, and floodplains
- ☒ Existing topography with 4' intervals

4) **Community Standards:** A written document of Community Standards must be submitted prior to the issuance of a building permit. The County will review and approve this written document prior to issuing the final approval which allows the applicant to apply for a building permit. Depending on the project, this could occur during the final plat or the site development stage.

Although the complete written Community Standards document is not required during the rezoning stage, county staff must still ensure that the project meets the intent of chapter 20B, which includes being able to address these issues in some capacity. Please check (✓) the boxes indicating which of these items have been addressed in this submittal.

☒ A plan for establishing a board to enforce community standards

☒ Lighting (including pedestrian scale)

☒ Signage (including pedestrian scale)

☒ Fences

☐ Landscaping and street furniture

☒ Building materials

☒ Building colors

☒ Architectural features and themes (at a minimum provide conceptual materials with the rezoning application packet to demonstrate that the project is consistent with the intent of the ordinance, and expand upon these elements at the land disturbance permitting stage)

☒ Aesthetic qualities - Refer to the attached MPD Design Criteria (at a minimum provide conceptual materials with the rezoning application packet to demonstrate that the project is consistent with the intent of the ordinance, and expand upon these elements at the land disturbance permitting stage)

☒ Community elements, unique features (incorporate into site plan and uniform plan where possible to demonstrate elements of connectivity and pedestrian mobility)

#### D. DESIGN CRITERIA

Use the checklist below as a tool in designing a plan to meet the intent of the MPD zoning code. MPD projects are intended to create mixed-use developments "of the highest architectural and aesthetic quality" that provide for multiple means of mobility such as walking and biking in addition to auto oriented developments. An MPD proposal will be expected to incorporate the design elements below to achieve that intent and will be evaluated according to them.

The code does not require that the Master Plan incorporate all elements, but these elements are what demonstrate conformity with the UDC. If a MPD site plan fails to demonstrate a significant set of the options below, recommended zoning conditions will include those appropriate to the proposed project to ensure the zoning code intent is being met. Please check (✓) the boxes indicating which items have been addressed in the submittal.

#### General Site Design

☐ Minimum size not less than 40 acres

☒ Functional town center, community green, park, other focal point

☒ Perimeter setbacks and buffers appropriate to adjacent uses (existing and anticipated)

☒ Incorporation of multi-modal transportation (e.g. car pooling lots, pathways, public transit stops, etc.)

☒ Grid street pattern

☒ Block length conducive to pedestrian traffic

☐ Interconnections to adjoining property, developed and undeveloped

#### Aesthetic Quality

☐ Streets terminate at a focal point (e.g. civic building, principal use, church, bell tower, gazebo, etc.)

☒ Standards of location and/or width of residential garage doors to not dominate the streetscape

☐ Attached housing design avoid monolithic products

☐ Fences, walls, and berms in consideration with surrounding land uses

☐ Retaining walls constructed of architectural masonry; faced with rock, brick, or constructed per surrounding character

☒ Detention and retention structures achieve aesthetic purposes (no fenced enclosure or out of view)

☐ Stormwater management design contributes additional open space

☒ Minimize visibility of service and loading zones from public streets and neighboring properties



## Site Development

- ☐ Transitions at property edges blend with surrounding terrain
- ☐ Cut and fill slopes rounded where they meet natural grade

## Parking

- ☐ Decorative fences or walls, plantings, berms, or other similar features used to screen surface parking lots
- ☐ Minimize visibility of the location and design of parking structures from the street or other public areas
- ☒ Orient parking lots behind or to the side of the building; surface lots should not be on street corners

## Pedestrian Scale

- ☒ Shops, offices, or other commercial space located along the ground level of street frontage
- ☐ Vertical focal points to visually anchor street corners
- ☒ Street furniture (e.g. benches, drinking fountains, trash receptacles, information kiosks, and/or directories)
- ☒ Nonresidential building entrances visible from street, well-lit, and easily accessible
- ☐ Canopies and roof forms identify entrances to nonresidential buildings
- ☒ Transparent windows along first floor walls of nonresidential buildings
- ☒ Minimum of one entrance facing every abutting street for nonresidential buildings
- ☒ Clear pedestrian paths, for example via:
  - ☐ covered arcades and/or walkways
  - ☐ courtyards or landscape patterns
  - ☐ consistent paving materials
  - ☒ minimal interruption of pedestrian paths
- ☒ Sidewalks in all residential areas
- ☐ Sidewalks along both sides of all streets for nonresidential areas

## Landscape

- ☒ Preservation and/or planting of trees between buildings and the street
- ☒ Existing topography, significant tree cover, state waters and other natural features

## Built Environment

- ☒ Building height - compatible internally and with existing buildings in area
- ☐ Exterior signage thematic compatibility with proposed and surrounding development (see Sign Ordinance)



**Miles Hansford  
& Tallant, LLC**  
ATTORNEYS AT LAW

MAIN OFFICE  
202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040  
770-781-4100 | www.mhtlegal.com

NORTH FULTON OFFICE  
38 Sloan Street | Roswell, Georgia 30075  
BY APPOINTMENT ONLY

Jonathan C. Beard  
jbeard@mhtlegal.com

July 5, 2019

**UDC Chapter 8-5.4(G): Sewage Disposal Statement**

**Applicant:** Lennar Georgia, Inc.

**Proposed Use:** Mixed-Use

**Forsyth County Service Area:** Yes      **City of Cumming Service Area:** No

**Filing Date for Zoning Review:** July 5, 2019

**Pre-application meeting date:** July 2, 2019

**Tax Map and Parcel(s):** 059-010 and 058-023

**Current Zoning:** Single Family Residential Restricted District (R2R)

**Proposed Zoning:** MPD

**Acreage:** 39.24

**Proposed number of lots/ Building SF:** 131 Residential lots and 22,500 sf of Office/Retail Restaurant Commercial

**Sewer Capacity:**

**Availability:** Yes, sewage treatment capacity is available to serve the property.

**Treatment Location:** Fowler WRF

**Connection and Route of sewer lines:** Sewer lines are on the subject property

**W&S Sewer Staff:** Sam H. Jones      7-2-2019



**Sewer Phasing Plan:** Lennar Georgia, Inc.

**(1) How the project coincides or differs from the Forsyth County Sewer Master Plan:**

The project will coincide with the Forsyth County Sewer Master Plan.

**(2) List all Tax Map and Parcel numbers through which any proposed sewer will lie.**

059-009 and/or 058-458

**(3) Funding and construction time frame.**

The sewer connection and installation will be funded privately by the owner, who anticipates that construction of the sanitary sewer line connection will be complete within 120 days of obtaining a site development permit for the subject property.



**Miles Hansford  
& Tallant, LLC**  
ATTORNEYS AT LAW

MAIN OFFICE  
202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040  
770-781-4100 | [www.mhtlegal.com](http://www.mhtlegal.com)

NORTH FULTON OFFICE  
38 Sloan Street | Roswell, Georgia 30075  
BY APPOINTMENT ONLY

Jonathan C. Beard  
[jbeard@mhtlegal.com](mailto:jbeard@mhtlegal.com)

**RESERVATION OF CONSTITUTIONAL AND OTHER LEGAL RIGHTS**

<b>Applicant:</b>	<b>Lennar Georgia, Inc.</b>
<b>Subject Property:</b>	<b>Approximately 39.207 Acres Designated as Forsyth County Tax Parcels: 059-010 and 058-023</b>
<b>Current Zoning:</b>	<b>Single Family Residential Restricted District (R2R)</b>
<b>Proposed Zoning:</b>	<b>Master Plan District (MPD), containing 131 Dwellings, Single-Family Detached and 24,500 sf of Office/Retail Restaurant Commercial</b>
<b>Proposed Use:</b>	<b>Residential and Commercial</b>
<b>Proposed ROW:</b>	<b>Post Road, Majors Road, and Polo Drive</b>

This Reservation of Constitutional and Other Legal Rights ("the Reservation") is intended to supplement and form a part of the land use application (including any request for zoning, conditional use permit and variances) (collectively, the "Application") of the Applicant and the Owners of the Subject Property and to put the Forsyth County Board of Commissioners on notice of the Applicant's assertion of its constitutional and legal rights.

The Applicant objects to the standing of any zoning opponents who are not owners of land adjoining the Subject Property and to the consideration by Forsyth County of testimony or evidence presented by any party without standing in making its decision regarding the Application. The Applicant also objects to the consideration of testimony or evidence presented by any party that fails to comply with notice and campaign disclosure requirements.

Denial of the Application or approval of the Application in any form that is different than as requested by the Applicant will impose a disproportionate hardship on the Applicant and Owners of the Subject Property without benefiting any surrounding property owners. There is no reasonable use of the Subject Property other than as proposed by the Application and no resulting benefit to the public from denial of modification of the Application.

Any provisions in the Forsyth County Unified Development Code ("UDC") that classify, or may classify, the Subject Property into any of the non-requested zoning or use classifications, including the Proposed Zoning District at a density less than that requested by the Applicant, are unconstitutional in that they constitute a taking of the Applicant's and Owner's property rights without first paying fair, adequate, and just compensation for such rights in violation of Article I, Section III, Paragraph I of the Georgia Constitution of 1983, as amended and the Fifth and Fourteenth Amendments to the Constitution of the United States.



The Subject Property is presently suitable for development as proposed in the Application and it is not suitable for development under any other zoning classification, use, or at a density less than that requested by the Applicant. Failure to approve the Application as requested by the Applicant will constitute an arbitrary and capricious abuse of discretion in violation of Article I, Section I, Paragraph I of the Georgia Constitution of 1983, as amended and the Due Process Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States.

A refusal by the Forsyth County Board of Commissioners to approve the Application as requested by the Applicant will prohibit the only viable economic use of the Subject Property, will be unconstitutional and will discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Owner and the owners of similarly situated properties in violation of Article I, Section I, Paragraph II of the Georgia Constitution of 1983, as amended, and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Furthermore, the Board of Commissioners cannot lawfully impose more restrictive standards on the Subject Property's development than are presently set forth in the UDC. To do so not only will constitute a taking of the Subject Property as set forth above, but it will also amount to an unlawful delegation of the Board's authority in response to neighborhood opposition, in violation of Article IX, Section II, Paragraph IV of the Georgia Constitution of 1983, as amended. Any zoning conditions or other restrictions imposed on the Subject Property without the consent of the Applicant and Owner that do not serve to reasonably ameliorate the negative impacts of the development are invalid and void. As such, the Applicant and Owner reserve the right to challenge any such zoning conditions.

Finally, the Applicant and Owner assert that the UDC, Future Development Map and Comprehensive Plan were not adopted in compliance with the laws or constitutions of the State of Georgia or of the United States, and a denial of the Applicant's request based upon provisions illegally adopted will deprive the Applicant and Owners of due process under the law.

This Reservation constitutes an Ante Litem Notice pursuant to O.C.G.A. § 36-11-1, which places Forsyth County Board of Commissioners and all other agents of the County, in their official and individual capacities, on notice of the Applicant's and owners' intent to seek monetary damages and attorney's fees against the County for any rezoning action, zoning condition, illegal impact fee and any other unlawful restrictions and exactions that are imposed on the Subject Property, the Applicant and the owners.

By filing this Reservation, the Applicant reserves all rights and remedies available to it under the United States Constitution, the Georgia Constitution, all applicable federal, state, and local laws and ordinances, and in equity.

The Applicant and Owners respectfully request that the Application be approved as requested by the Applicant and in the manner shown on the Application, which is incorporated herein by reference. This Reservation forms an integral part of the Applicant's Application and we ask that the Forsyth County Department of Planning and Community Development include this Reservation with the Applicant's other application materials for presentation to the Board of

Commissioners. The Applicant and Owners reserve the right to amend and supplement this Reservation at any time.

Sincerely,

A handwritten signature in blue ink, reading "Jonathan C. Beard". The signature is written in a cursive style with a large initial 'J' and a distinct 'C' before the last name.

Jonathan C. Beard,  
Attorney for the Applicant





**Miles Hansford  
& Tallant, LLC**  
ATTORNEYS AT LAW

MAIN OFFICE  
202 Tribble Gap Road | Suite 200 | Cumming, Georgia 30040  
770-781-4100 | www.mhtlegal.com

NORTH FULTON OFFICE  
38 Sloan Street | Roswell, Georgia 30075  
BY APPOINTMENT ONLY

Jonathan C. Beard  
jbeard@mhtlegal.com

**WRITTEN EVALUATION**

<b>Applicant:</b>	<b>Lennar Georgia, Inc.</b>
<b>Subject Property:</b>	<b>Approximately 39.207 Acres Designated as Forsyth County Tax Parcels: 059-010 and 058-023</b>
<b>Current Zoning:</b>	<b>Single Family Residential Restricted District (R2R)</b>
<b>Proposed Zoning:</b>	<b>Master Plan District (MPD), containing 131 Dwellings, Single-Family Detached and 24,500 sf of Office/Retail Restaurant Commercial</b>
<b>Proposed Use:</b>	<b>Residential and Commercial</b>
<b>Proposed ROW:</b>	<b>Post Road, Majors Road, and Polo Drive</b>

This statement is intended to comply with application procedures established by Forsyth County, Georgia, and is intended to set forth a preliminary development plan for the Subject Property, to evaluate the proposed development and new zoning classification, conditional use and variances (if any), based upon factors set forth by Forsyth County and is otherwise intended as the Written Evaluation for the Subject Property required by UDC § 8-5.4(D). The Applicant has provided all required information and has submitted the appropriate application fees. The requested Application meets all judicial and statutory requirements for approval.

The Applicant intends to develop the Subject Property for the Proposed Use, as more fully described in the Application, incorporated herein by this reference. Any zoning request, conditional use permit, and variance applications submitted concurrently with the Application are also incorporated herein by this reference. The zoning request, conditional use permit, and variance applications, along with all supplemental plans and documents are collectively referred to as the "Applicant's Proposal."

**COMPREHENSIVE PLAN**

The Forsyth County Comprehensive Plan and the Future Development Map incorporated therein designates the Subject Property as located within the Vickery Creek Character Area. The Proposed Use does conform to the Comprehensive Plan to "build upon the village-style character existing within Vickery Creek", Forsyth County Comp. Plan, p. 72. The Applicant proposes to develop a Master Plan District, containing 131 Dwellings, Single-Family Detached, and 24,500 sf of Office/Retail Restaurant Commercial.

**CONFORMANCE WITH SECTION 10-1.8**

The Subject Property does not adjoin property outside of the Forsyth County Government jurisdiction. Therefore, the requirements set forth in UDC § 10-1.8 do not apply.

## **IMPACT ON THE LOCAL POPULATION DENSITY PATTERN AND PUBLIC INFRASTRUCTURE**

### **(A) Proposed Construction Phasing Schedule**

<u>Year</u>	<u>New Houses</u>	<u>Total Houses</u>	<u>Population</u>
1	33	33	104
2	33	66	207
3	33	99	311
4	32	131	411

### **(B) Public Road System**

Permanent access to the development will be from the ROW Access. All of the development's interior streets and driveways will be privately-owned and maintained.

Access and traffic are not anticipated to be a problem as traffic generated from the development will be minimal and the entrance will be at a location where sight distance is sufficient. All curb cuts shall be coordinated and approved by Forsyth County and acceleration and deceleration lanes will be installed as required. All streets within the development will be constructed to conform to Forsyth County standards. Parking will be provided onsite as required by the UDC.

### **(C) County School System**

The Table below estimates the number of school children expected to be generated by a typical residential development of the same number of units, based upon the ratio of the estimated number of school children in Forsyth County to the estimated number of households in Forsyth County, then multiplying the quotient by the number of residential units in the Proposed Use.

<u>Year</u>	<u>Elementary</u>	<u>Junior High</u>	<u>High</u>	<u>Total</u>
1	11	6	7	24
2	23	12	14	49
3	34	18	21	73
4	45	24	28	97



**(D) Water and Waste Water Systems**

The development's water and sewer needs will be served by County Sewer systems. Please refer to the results of the water and sewer pre-application meeting, which has been submitted as part of the Applicant.

**(E) Utilities**

With regard to public utilities, water, natural gas, electricity and cable are available to the Subject Property. Sanitary sewer is also available to the Subject Property. The impact on public utilities is anticipated to be minimal. The Applicant will install underground utility lines within the development to serve the project on an as-needed basis.

**(F) Environmental Impact**

The project should also have a minimal impact on the environment. There should be no impact on air quality. Drainage, soil erosion, and sedimentation controls will be extensively utilized on the site after obtaining all required approvals from the Soil Conservation Service and Forsyth County.

The Applicant will submit plans detailing the development for approval by the Forsyth County Department of Planning and Community Development, the Forsyth County Department of Engineering, the Forsyth County Department of Water & Sewer, the Forsyth County Health Department, and any other appropriate governmental agencies, based on conformity with subdivision and zoning requirements, as well as other applicable ordinances, statutes and regulations.

**THE PROPERTY AFFECTED CANNOT BE USED IN ACCORDANCE WITH  
EXISTING ZONING**

The property owners have been unable to develop the Subject Property under the Current Zoning and it has remained vacant and undeveloped.



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770-781-4100 | [www.mhtlegal.com](http://www.mhtlegal.com)

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38 Sloan Street | Roswell, Georgia 30075  
BY APPOINTMENT ONLY

Jonathan C. Beard  
[jbeard@mhtlegal.com](mailto:jbeard@mhtlegal.com)

February 6, 2020

Forsyth County Department of Planning & Community Development  
Forsyth County Administration Building  
110 East Main Street, Suite 100  
Cumming, Georgia 30040

<b>Applicant:</b>	<b>Lennar Georgia, Inc.</b>
<b>Subject Property:</b>	<b>Approximately 39.207 Acres Designated as Forsyth County Tax Parcels: 059-010 and 058-023</b>
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<b>Proposed Zoning:</b>	<b>Master Plan District (MPD), containing 131 Dwellings, Single-Family Detached and 24,500 sf of Office/Retail Restaurant Commercial</b>
<b>Proposed Use:</b>	<b>Residential and Commercial</b>
<b>Proposed ROW:</b>	<b>Post Road, Majors Road, and Polo Drive</b>

Pursuant to O.C.G.A. § 36-67A-1, *et seq.* and Chapter 8 of the Forsyth County Unified Development Code, please be advised that Miles Hansford & Tallant, LLC, has not given campaign contributions and/or sponsorships to any Forsyth County government officials.

This letter constitutes the disclosure of campaign contributions with respect to the above-referenced application and forms a part of such application.

Sincerely,

Jonathan C. Beard





GEORGIA  
CORPORATIONS  
DIVISION

GEORGIA SECRETARY OF STATE  
BRAD RAFFENSPERGER

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name:	<b>LENNAR GEORGIA, INC.</b>	Control Number:	<b>07033769</b>
Business Type:	<b>Domestic Profit Corporation</b>	Business Status:	<b>Active/Owes Current Year AR</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>700 N.W. 107th Avenue, Suite 400, Miami, FL, 33172, USA</b>	Date of Formation / Registration Date:	<b>4/9/2007</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2019</b>

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T CORPORATION SYSTEM**  
Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**  
County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Diane Bessette	CFO	700 N.W. 107th Avenue, Suite 400, Miami, FL, 33172, USA
Mark Sustana	Secretary	700 N.W. 107th Avenue, Suite 400, Miami, FL, 33172, USA
Richard Beckwitt	CEO	1707 Marketplace Blvd., Suite 270, Irving, TX, 75063, USA

[Back](#)

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**Miles Hansford  
& Tallant, LLC**  
ATTORNEYS AT LAW

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BY APPOINTMENT ONLY

Jonathan C. Beard  
[jbeard@mhtlegal.com](mailto:jbeard@mhtlegal.com)

**PUBLIC PARTICIPATION PLAN**

**Applicant:** Lennar Georgia, Inc.  
**Subject Property:** Approximately 39.207 Acres Designated as Forsyth County Tax Parcels: 059-010 and 058-023  
**Current Zoning:** Single Family Residential Restricted District (R2R)  
**Proposed Zoning:** Master Plan District (MPD), containing 131 Dwellings, Single-Family Detached and 24,500 sf of Office/Retail Restaurant Commercial  
**Proposed Use:** Residential and Commercial  
**Proposed ROW:** Post Road, Majors Road, and Polo Drive

- A. This Public Participation Plan (the “Plan”) is submitted as required by the Unified Development Code of Forsyth County (“UDC”), and is attached and incorporated as a part of the Applicant’s MPD Rezoning Application (“the Application”).
- B. People who will be notified of this Application are:
1. Adjacent and nearby residents and property owners located within 500 feet of the Subject Property. The Forsyth County Department of Planning and Community Development will provide a list of the adjacent and nearby residents and property owners who must be notified.
  2. Interested Parties – All persons on Forsyth County’s Official Interested Parties List.
  3. Political Jurisdictions:
    - a. Board of Commissioners - District 3  
Commissioner Todd Levent
    - b. Planning Commission - District 3  
Planning Commissioner Jessica Thorsen
  4. Public Agencies – All involved departments of the Forsyth County Government.
  5. Homeowner associations for neighborhoods located within 500 feet of any part of the Subject Property. The Forsyth County Department of Planning and Community

Development will provide a list of the homeowner associations that must be notified.

C. Notification of interested and potentially affected parties:

- a. All parties identified in Section B, Subsections 1 through 5 above, will be notified of this Application as follows:
  - i. Groups 1 and 2 will be informed by the public participation letter, public participation meeting notification sign, public participation meeting, the public hearing notification sign, the public hearing, and if requested by such persons, additional group or individual meeting(s). Attached is a draft copy of the public participation letter.
  - ii. Group 3 will be informed by the public participation letter, meeting or a combination thereof.
  - iii. Group 4 will be informed through the rezoning process and specifically through the staff review process.
  - iv. The Department of Planning and Community Development will notify Groups 2, 3 and 4 of this Application in accordance with UDC § 8-5.5(C)(2)(a).
  - v. Group 5 will be informed by the public participation letter, the public participation meeting notification sign, public participation meeting, the public hearing notification sign, the public hearing, and if requested by such entities, additional meeting(s).
- b. Any modifications to the Application, including this Plan, will be made in accordance with the requirements of the UDC.

- D. All interested and potentially affected parties will be encouraged to discuss with the Applicant's representatives any questions, concerns or other issues prior to the public hearing by way of private meetings, group meetings, letters, telephone conferences, e-mails or other appropriate means. Public questions, concerns or other issues will be addressed as they arise.
- E. Completion of this Plan will be accomplished prior to the public hearing. A written public participation report outlining the results of this Plan's implementation will also be submitted prior to the public hearing.
- F. The Applicant will keep the Department of Planning and Community Development informed as to the status of its public participation efforts through letters, e-mails, telephone conferences or meetings as required by the UDC.





**Miles Hansford  
& Tallant, LLC**  
ATTORNEYS AT LAW

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38 Sloan Street | Roswell, Georgia 30075  
BY APPOINTMENT ONLY

Jonathan C. Beard  
[jbeard@mhtlegal.com](mailto:jbeard@mhtlegal.com)

[Date]

**Re: Rezoning Application for Lennar Georgia, Inc. – ZA\_\_\_\_\_**

Dear Neighbors:

In an effort to foster community accord, Lennar Georgia, Inc. (the “Applicant”) would like to inform interested property owners that a rezoning application has been filed with the Forsyth County Planning and Community Development Department.

The Applicant proposes to develop a Master Plan District, containing 131 Dwellings, Single-Family Detached and 24,500 sf of Office/Retail Restaurant Commercial on 39.207 acres on Post Road, Majors Road, and Polo Drive commonly known as Tax Parcel(s) 059-010 and 058-023. Enclosed is a copy of the conceptual site plan illustrating the layout of the proposed development.

Additional information about this application may be obtained at <http://estatus.forsythco.com>.

A public participation meeting will be held on \_\_\_\_\_, \_\_\_\_\_, 2020 at 6:30 PM at \_\_\_\_\_ located at \_\_\_\_\_, Cumming, Georgia 30040. This meeting is not the public hearing. Its purpose is to provide neighbors and interested parties the opportunity to meet with the Applicant’s representatives and ask questions about this application.

The Applicant is committed to keeping the public informed during this process and we encourage interested parties to contact us with questions or concerns.

Sincerely,

Jonathan C. Beard,

Enclosure

## 2019 Property Tax Statement

Matthew C. Ledbetter  
Forsyth County Tax Commissioner  
1092 Tribble Gap Rd  
Cumming, GA 30040-2236  
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207

DOMENICONE KIMBERLY J &  
DOMENICONE MICHAEL S  
5890 POLO DR  
CUMMING, GA 30040

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2019-222330	11/15/2019	\$0.00	\$9198.49	\$0.00	Paid 12/03/2019

Map: 058 023

Printed: 02/06/2020

Location: 5890 POLO FIELDS PW

INTEREST, PENALTIES, AND OTHER FEES WILL APPLY AFTER DUE DATE.

If taxes are paid by your mortgage company, send them the top portion only.

### RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Matthew C. Ledbetter  
Forsyth County Tax Commissioner  
1092 Tribble Gap Rd  
Cumming, GA 30040-2236  
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207



**Tax Payer:** DOMENICONE KIMBERLY J &  
DOMENICONE MICHAEL S

**Map Code:** 058 023 Real

**Description:** 2-1 190-243 (STABLES)

**Location:** 5890 POLO FIELDS PW

**Bill No:** 2019-222330

**District:** 001

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
84,720.00	741,000.00	12.3500	\$825,720.00	11/15/2019			

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY BOND	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	0.970000	\$320.38	\$0.00	\$320.38
COUNTY M&O	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	7.472000	\$2,467.91	\$0.00	\$2,467.91
FIRE DISTRICT	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	2.175000	\$718.38	\$0.00	\$718.38
SALES TAX CREDIT	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	-2.681000	\$0.00	-\$885.50	-\$885.50
SCHOOL BOND	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	2.418000	\$798.64	\$0.00	\$798.64
SCHOOL M&O	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	17.300000	\$5,713.98	\$0.00	\$5,713.98
STATE TAX	\$825,720.00	\$330,288.00	\$0.00	\$330,288.00	0.000000	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					<b>27.654000</b>	<b>\$10,019.29</b>	<b>-\$885.50</b>	<b>\$9,133.79</b>

If receipt is desired, please send a self-addressed, stamped envelope.

\*\*\* If taxes are past due, please call us at 770-781-2110 for current amount as interest and other fees continue to accrue.

<b>Current Due</b>	\$9,133.79
<b>Discount</b>	\$0.00
<b>Penalty</b>	\$0.00
<b>Interest</b>	\$64.70
<b>Other Fees</b>	\$0.00
<b>Previous Payments</b>	\$9,198.49
<b>Back Taxes</b>	\$0.00
<b>Total Due</b>	<b>\$0.00</b>
<b>Paid Date</b>	12/03/2019

## 2019 Property Tax Statement

Matthew C. Ledbetter  
Forsyth County Tax Commissioner  
1092 Tribble Gap Rd  
Cumming, GA 30040-2236  
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207

DOMENICONE PASCO MICHAEL ESTAT  
C/O KIMBERLY & MICHAEL DOMENI  
5890 POLO DR  
CUMMING, GA 30040

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2019-222331	11/15/2019	\$0.00	\$12915.99	\$0.00	Paid 12/03/2019
Map: 059 010				Printed: 02/06/2020	
Location: 6045 MAJORS RD					

INTEREST, PENALTIES, AND OTHER FEES WILL APPLY AFTER DUE DATE.

If taxes are paid by your mortgage company, send them the top portion only.

### RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Matthew C. Ledbetter  
Forsyth County Tax Commissioner  
1092 Tribble Gap Rd  
Cumming, GA 30040-2236  
tax@forsythco.com  
Phone: (770) 781-2110, Fax: (678) 455-1207



**Tax Payer:** DOMENICONE PASCO MICHAEL ESTAT  
C/O KIMBERLY & MICHAEL DOMENI  
**Map Code:** 059 010 Real  
**Description:** THE POLO FIELD  
**Location:** 6045 MAJORS RD  
**Bill No:** 2019-222331  
**District:** 001

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
16,600.00	1,142,830.00	26.8900	\$1,159,430.00	11/15/2019			

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY BOND	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	0.970000	\$449.86	\$0.00	\$449.86
COUNTY M&O	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	7.472000	\$3,465.30	\$0.00	\$3,465.30
FIRE DISTRICT	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	2.175000	\$1,008.70	\$0.00	\$1,008.70
SALES TAX CREDIT	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	-2.681000	\$0.00	-\$1,243.37	-\$1,243.37
SCHOOL BOND	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	2.418000	\$1,121.40	\$0.00	\$1,121.40
SCHOOL M&O	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	17.300000	\$8,023.26	\$0.00	\$8,023.26
STATE TAX	\$1,159,430.00	\$463,772.00	\$0.00	\$463,772.00	0.000000	\$0.00	\$0.00	\$0.00
<b>TOTALS</b>					<b>27.654000</b>	<b>\$14,068.52</b>	<b>-\$1,243.37</b>	<b>\$12,825.15</b>

If receipt is desired, please send a self-addressed, stamped envelope.

\*\*\* If taxes are past due, please call us at 770-781-2110 for current amount as interest and other fees continue to accrue.

<b>Current Due</b>	\$12,825.15
<b>Discount</b>	\$0.00
<b>Penalty</b>	\$0.00
<b>Interest</b>	\$90.84
<b>Other Fees</b>	\$0.00
<b>Previous Payments</b>	\$12,915.99
<b>Back Taxes</b>	\$0.00
<b>Total Due</b>	<b>\$0.00</b>
<b>Paid Date</b>	12/03/2019



Restated CERTIFICATE OF TITLE

by

PIEDMONT LAW GROUP  
of Garcia & Benkert LLC  
3524 Habersham at Northlake  
Tucker, Georgia 30084  
404/460-4466

February 6, 2020

Rich Abram, Esq.  
The Abram Law Group, LLC  
1200 Ashwood Parkway  
Suite 560  
Atlanta, GA 30338

RE: Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common; and  
Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of  
the Estate of Pasco Michael Domenicone, Deceased – Certificate of Title for  
Lennar Georgia, Inc., property located in Land Lots 190, 191, 242 and 243, 2<sup>nd</sup>  
District, 1<sup>st</sup> Section, Forsyth County, Georgia  
Our File No. 32835.00  
Your File No. 19-0147

Dear Rich:

This is to certify that we have examined the record of title to the real estate described in Exhibit A attached to this certificate and incorporated herein by this reference and made a part hereof (the "Property") subsequent to December 29, 1953 and we find the fee simple title to the Property to be vested in **Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common; and Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, Deceased**, by virtue of the following:

- a) Trustee's Deed from Polo JV, a Georgia joint venture, to Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common, dated July 30, 2004, filed for record August 3, 2004, recorded in Deed Book 3443, page 517, Forsyth County, Georgia records (as to Tax Parcel No. 058 023);
- b) Administrators' Deed from Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, Deceased, to Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common, dated July 30, 2004, filed for record August 3, 2004, recorded in Deed Book 3443, page 543, aforesaid records (as to Tax Parcel No. 058 023); and
- c) Warranty Deed from P.D. Investments, Inc., a Georgia corporation, to Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, Deceased, dated July 30, 2004, filed for record August 3, 2004, recorded in Deed Book 3443, page 549, aforesaid records (as to Tax Parcel No. 059 010);



subject to those objections and exceptions as follow:

1. All taxes for the year 2020 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
  - a. NOTE: The 2019 Forsyth County taxes were paid in the amounts as follow:
    - i. \$9,133.79 paid under Tax Parcel No. 058 023 (5890 Polo Fields Parkway);  
and
    - ii. \$12,825.15 paid under Tax Parcel No. 059 010 (6045 Majors Road).
2. Easement from Mr. Roy P. Otwell to Georgia Power Company, dated February 2, 1946, filed for record February 5, 1946, recorded in Promiscuous Book B, page 584(a), Forsyth County, Georgia records.
3. Conditions and Reservations contained in that certain State Highway Department of Georgia Right of Way Deed from Mrs. Curtis C. Reding to the State Highway Department of Georgia, dated January 14, 1954, filed for record June 4, 1956, recorded in Promiscuous Book D, page 212, aforesaid records.
4. Right of Way Easement from C.D. Carley, Sr. to Sawnee Electric Membership Corporation, dated May 8, 1963, filed for record May 14, 1963, recorded in Deed Book 45, page 463(a), aforesaid records.
5. Conditions and Reservations contained in that certain Right of Way Deed from John E. McGinnis to Forsyth County, Georgia, dated August 12, 1965, filed for record September 13, 1965, recorded in Deed Book 57, page 344, aforesaid records.
6. Right of Way Easement from C.A. Venable to Sawnee Electric Membership Corporation, dated May 18, 1970, filed for record June 3, 1970, recorded in Deed Book 91, page 199, aforesaid records.
7. Right of Way Easement from Calvin W. Parrish to Sawnee Electric Membership Corporation, dated November 13, 1980, filed for record December 1, 1980, recorded in Deed Book 208, page 758, aforesaid records.
8. Right of Way Easement from Edna W. Alexander to Sawnee Electric Membership Corporation, dated March 21, 1983, filed for record April 13, 1983, recorded in Deed Book 238, page 773, aforesaid records.
9. Right of Way Easement from Harold Waters to Sawnee Electric Membership Corporation, dated March 28, 1983, filed for record April 13, 1983, recorded in Deed Book 238, page 818, aforesaid records.
10. Right of Way Easement from Edna W. Alexander to Sawnee Electric Membership Corporation, dated August 23, 1983, filed for record September 12, 1983, recorded in Deed Book 247, page 686, aforesaid records.

11. Right of Way Easement from C.A. Venable to Sawnee Electric Membership Corporation, dated August 31, 1983, filed for record September 12, 1983, recorded in Deed Book 247, page 708, aforesaid records.
12. Declaration of Dedication by Chatham Properties for Atlanta Polo, Ltd., Rives Corp., Georgia Associated Services, Douglas & Associates, Alpharetta Realty, Inc., and Lester Hardwick, dated December 8, 1986, filed for record December 9 1986, recorded in Deed Book 351, page 217, aforesaid records.
13. Right of Way Easement from C.A. Venable to Sawnee Electric Membership Corporation, dated December 4, 1986, filed for record December 18, 1986, recorded in Deed Book 352, page 204, aforesaid records.
14. Right of Way Easement from Pat Domenicone to Sawnee Electric Membership Corporation, dated December 8, 1986, filed for record January 27, 1987, recorded in Deed Book 356, page 625, aforesaid records.
15. Right of Way Easement from Atlanta Polo, Ltd. to Sawnee Electric Membership Corporation, dated April 2, 1987, filed for record May 20, 1987, recorded in Deed Book 369, page 728, aforesaid records.
16. Right of Way Easement from Atlanta Polo, Ltd. to Sawnee Electric Membership Corporation, dated October 14, 1987, filed for record December 18, 1987, recorded in Deed Book 393, page 701, aforesaid records.
17. Easement Agreement by and between Atlanta Polo, Ltd., Brookfield West, Inc., and Big Creek Utility Company, Inc., dated October 26, 1987, filed for record December 21, 1987, recorded in Deed Book 394, page 93, aforesaid records.
18. Easement Agreement by and between Atlanta Polo, Ltd. and Big Creek Utility Company, Inc., dated July 1, 1988, filed for record July 11, 1988, recorded in Deed Book 415, page 518, aforesaid records.
19. Right of Way Easement from Atlanta Polo, Ltd. To Sawnee Electric Membership Corporation, dated May 9, 1988, filed for record July 22, 1988, recorded in 417, page 11, aforesaid records.
20. Right of Way Easement from Atlanta Polo, Ltd. To Sawnee Electric Membership Corporation, dated November 11, 1988, filed for record November 28, 1988, recorded in 430, page 26, aforesaid records.
21. Second Easement Agreement by and between Atlanta Polo, Ltd., and Big Creek Utility Company, Inc., dated November 29, 1988, filed for record December 22, 1988, recorded in Deed Book 432, page 610, aforesaid records; as affected by that certain Agreement Regarding Termination of Easements and Rights by and between Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael

Domenicone, Deceased, Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common, and Big Creek Utility Company, Inc., dated January 8, 2018, filed for record January 9, 2018, recorded in Deed Book 8445, page 490, aforesaid records.

22. Declaration of Easements from P.D. Investments, Inc., to Fairgreen Capital, L.P., dated September 11, 1996, filed for record September 24, 1996, recorded in Deed Book 1026, page 170, aforesaid records.

23. Declaration of Easements from P.D. Investments, Inc., to Big Creek Utility Company, Inc., dated September 11, 1996, filed for record September 24, 1996, recorded in Deed Book 1026, page 175, aforesaid records; as affected by that certain Agreement Regarding Termination of Easements and Rights by and between Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, Deceased, Kimberly J. Domenicone and Michael S. Domenicone, as tenants in common, and Big Creek Utility Company, Inc., dated January 8, 2018, filed for record January 9, 2018, recorded in Deed Book 8445, page 490, aforesaid records.

24. Easements and Conditions contained in that certain Right of Way Deed from PD Investments, Inc. to Forsyth County, dated September 1 2000, filed for record January 19, 2001, recorded in Deed Book 1828, page 119, aforesaid records.

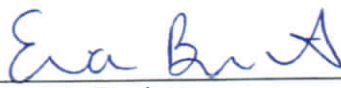
All questions with reference to the following are expressly excepted from this certificate, and this opinion is limited to the names of married women as they appear in the chain of title and as furnished to examining counsel:

- (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 by a competent civil engineer's accurate survey of the Property (it is always advisable that a survey be made in order to determine if there are encroachments, overhangs, overlaps, that the improvements are within the boundaries of subject Property, and that the lines and corners of the Property 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 Property within the bounds of any public road;
- (f) The riparian rights of abutting owners on any stream running through the Property;
- (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 the Property described, including the regulations or condemnation of the land or any building or structure thereon;
- (i) Taxes not due and payable at the date of this certificate, and those being due at all future times;

- (j) Unrecorded claims of lien for labor or material furnished for the improvement of the Property;
- (k) Street improvement liens which have not been properly placed of record;
- (l) Past due water and sewer service bills;
- (m) Bills for utilities used in connection with the premises and any impediments to the transfer of accounts for said utilities to a new owner or occupant of the property;
- (n) Pay-as-you-enter water or sewer lines, which while not technically liens, will be payable upon connection with such lines; and
- (o) Notwithstanding anything to the contrary contained in the legal description of the Property described herein, no certification is afforded as to the exact amount of acreage contained in the Property.

The date through which this certificate of title is effective is January 20, 2020 at 5:00 o'clock p.m.

PIEDMONT LAW GROUP  
of Garcia & Benkert LLC

By:   
Emma A. Benkert  
For the Firm

IMG/cck



**EXHIBIT "A"**

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 190 and 243 of the 2nd District, 1st Section, Forsyth County, Georgia, being particularly described as follows:

Beginning at a point formed by the intersection of the northeasterly line of the 40-foot right-of-way of State Route No. 371 with the southerly line of the 60-foot right-of-way of Pole Drive; thence from said point of beginning running along the southeasterly line of the right-of-way of Pole Drive (having varying right-of-way widths) the following courses and distances:

north 78 degrees 18 minutes 00 seconds east a distance of 130.15 feet to a point, thence along an arc to the right a distance of 232.94 feet to a point (said arc having a radius of 236.48 feet and being subtended by a chord 226.50 feet in length and bearing south 78 degrees 22 minutes 30 seconds east); thence south 88 degrees 00 minutes 00 seconds east a distance of 141.01 feet to a point, thence along an arc to the left a distance of 94.00 feet to a point (said arc having a radius of 265.66 feet and being subtended by a chord 92.97 feet in length and bearing south 88 degrees 48 minutes 23 seconds east);

thence having the right-of-way of Pole Drive running south 71 degrees 00 minutes 00 seconds west a distance of 424.04 feet to a point; running thence south 00 degrees 24 minutes 40 seconds east a distance of 88.18 feet to a point; running thence south 37 degrees 50 minutes 00 seconds west a distance of 764.81 feet to a point lying on the southeasterly line of the 40-foot right-of-way of Majors Road; running thence in a northeasterly direction along the northeasterly line of the aforesaid right-of-way of Majors Road, the following courses and distances:

north 37 degrees 38 minutes 53 seconds west a distance of 22.03 feet to a point, thence north 22 degrees 08 minutes 07 seconds west a distance of 52.07 feet to a point, thence north 23 degrees 48 minutes 23 seconds west a distance of 51.75 feet to a point, thence north 14 degrees 43 minutes 34 seconds west a distance of 180.28 feet to a point, thence north 20 degrees 09 minutes 40 seconds west a distance of 60.88 feet to a point, thence north 36 degrees 28 minutes 20 seconds west a distance of 27.68 feet to a point, thence north 48 degrees 10 minutes 55 seconds west a distance of 27.76 feet to a point, lying at the intersection of the northeasterly line of the aforesaid right-of-way of Majors Road with the southeasterly line of the 60-foot right-of-way of State Route No. 371;

running thence in a northerly direction, along the easterly line of the aforesaid right-of-way of State Route No. 371, the following courses and distances:

north 19 degrees 20 minutes 53 seconds east a distance of 78.27 feet to a point, thence north 18 degrees 36 minutes 46 seconds east a distance of 80.12 feet to a point, thence north 13 degrees 44 minutes 45 seconds east a distance of 82.13 feet to a point, thence north 10 degrees 40 minutes 00 seconds east a distance of 82.02 feet to a point, thence north 07 degrees 13 minutes 04 seconds east a distance of 104.33 feet to a point, thence north 02 degrees 10 minutes 53 seconds west a distance of 100.00 feet to a point, thence north 03 degrees 41 minutes 00 seconds west a distance of 107.27 feet to a point, thence north 04 degrees 37 minutes 00 seconds west a distance of 101.29 feet to a point, thence north 08 degrees 12 minutes 38 seconds west a distance of 85.34 feet to a point, thence north 11 degrees 24 minutes 55 seconds west a distance of 80.87 feet to the point of beginning; said property being shown as 12.31 acres, upon a site plan for Pole Development made by Sales-Long & Associates, dated November 10, 1994, to which reference is made.

POOR ORIGINAL

CO/RP/1044367

**EXHIBIT A**

**Polo Field**

[polo playing field and grandstand area]

ALL THAT TRACT OR PARCEL OF LAND situated, lying and being in Land Lots 190, 191, 242 and 243, 2nd District, 1st Section, Forsyth County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the northerly right-of-way line of Majora Road (a 30-foot right-of-way) with the southeasterly right-of-way line of State Route 971 (an 80-foot right-of-way), running thence along said northerly right-of-way line of Majora Road in a generally southerly direction and following the curvature thereof 382.3 feet to THE TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS SHOWN ESTABLISHED, leaving said right-of-way, run thence North 37° 30' 00" East 784.99 feet to a point; thence North 00° 24' 40" West 58.15 feet to a point; thence South 68° 15' 00" East 337.00 feet to a point; thence South 37° 30' 00" West 186.81 feet to a point; thence South 31° 47' 13" East 93.43 feet to a point; thence North 74° 33' 04" East 56.11 feet to a point; thence South 31° 47' 13" East 40 feet to a point; thence South 03° 24' 06" West 33.34 feet to a point; thence South 31° 47' 13" East 135.13 feet to a point; thence South 30° 43' 42" East 439.84 feet to a point; thence South 37° 30' 00" West 901.23 feet to a point located on said northerly right-of-way line of Majora Road; thence along said right-of-way line the following courses and distances: North 39° 54' 14" West 161.81 feet to a point, North 36° 48' 09" West 73.11 feet to a point, North 31° 13' 27" West 88.77 feet to a point, North 44° 56' 34" West 102.11 feet to a point, North 64° 21' 46" West 291.14 feet to a point, North 43° 11' 23" West 196.89 feet to a point, North 42° 46' 25" West 165.80 feet to a point, North 39° 43' 31" West 131.82 feet to a point, and North 37° 20' 53" West 37.71 feet to THE TRUE POINT OF BEGINNING.

Said property being more particularly shown on that certain survey prepared for Atlanta Polo, Ltd. by Bates, Long & Associates, dated August 13, 1991 (last revised August 21, 1991), bearing the seal and certification of Fred Wilson Long, C.S.L.S., No. 14883, and containing 26.939 acres according to said survey, said survey being incorporated herein by this reference.

LESS AND EXCEPT property conveyed in Right of Way Deed from P.D. Investments, Inc. to Forsyth County, dated September 1, 2000, filed January 19, 2001, recorded in Deed Book 1828, Page 119, Forsyth County, Georgia Deed Records.

POOR ORIGINAL

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CALVIN W. PARRISH

owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter

upon the lands of the undersigned, situated in the County of FORSYTH State of Georgia, and more particularly described as follows:

A tract of land approximately.....acres in area located.....miles.....S.W.....from the town of Cummins and bounded by land owned by for purpose of extending electric service to new house 52-22-3

and ..... and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 13 day of Nov., 1980  
Signed, sealed and delivered in the presence of:

Elizabeth Hodgson & Calvin W. Parrish \* (L. 8.)

N. P. FORM 62, 77      Notary Public, Georgia, State at Large  
My Commission Expires Oct. 1, 1984

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed \_\_\_\_\_ (L & S)

Filed for record on the \_\_\_\_\_ day of Dec, 1980.  
At NYC County of NY M. Recorded in  
Book 228 Page \_\_\_\_\_ this  
\_\_\_\_\_ day of Dec, 1980.  
Deborah C. C.

ALEXANDER

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 13  
day of April, 1983  
At 10:15 o'clock A.M. Recorded in  
Book 1238 Page 12, this  
12 day of April, 1983  
Deed in Case, Clerk

# RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Edna W. Alexander

owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth State of Georgia, and more particularly described as follows:

A tract of land approximately 1 acres in area located 1/2 miles WEST from the town of Cumming, and bounded by land owned by FOR the purpose of extending Elec Power along Drive ways to Harold Waters MAP REF. S2-23-029

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 13 day of April, 1983  
Signed, sealed and delivered in the presence of:

Jane B. Williams Edna W. Alexander (L.S.)  
Richard D. Hecman (L.S.)



RIGHT-OF-WAY EASEMENT

GEORGIA, FORSYTH CO.

Clerks Office Superior Court

Filed for record on the 13

day of Apr 1983

At 10:00 o'clock P.M. Recorded in

Book 230 Page 13 this

13 day of Apr 1983

Leslie McVee, Clerk

STATE OF GEORGIA,  
FORSYTH COUNTY.

In consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, the undersigned Harold Waters

whose Post Office Address is \_\_\_\_\_ (name) do hereby grant unto

**SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, whose Post Office Address is Cumming, Georgia, and to

its successors or assigns, the right, privilege and easement to go in, upon, along and across the tract of land

owned by the undersigned in Land Lot No. \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section

of Forsyth County, State of Georgia, said lands being bounded as follows:

on the North by lands of for the purpose of extending

on the South by lands of ELEC SERVICE TO BUILDING

on the East by lands of Map ref. 52-23-028

on the West by lands of \_\_\_\_\_

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, there-to or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, trans-formers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements herein-before set out.

Said Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said W. L. B. S. S. N. has/have hereunto set

his hand and seal, this 28 day of Mar. 1983

Signed, sealed and delivered in the presence of:

Elizabeth Rodney Witness

Robert D. F. F. F. F. Notary Public

Notary Public, Georgia, State at Large  
My Commission Expires Dec. 1, 1984

Harold E. Waters (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

Filed for record on the 12 day of Sept 19 83  
At 11:45 o'clock AM. Recorded in Book 287 Page 13, this 12 day of Sept 19 83  
Cecil McClure, Clerk

686

# RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Edna W. Alexander

owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth State of Georgia, and more particularly described as follows:

A tract of land approximately \_\_\_\_\_ acres in area located \_\_\_\_\_ miles \_\_\_\_\_ from the town of \_\_\_\_\_ and bounded by land owned by the Atlanta Division of the New Haven for Edna W. Alexander and 2-28-80

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 23 day of August 19 83  
Signed, sealed and delivered in the presence of:

James B. Waters Edna W. Alexander (L. S.)  
Richard D. Freeman N.P. sign  
(L. S.)

L.P. FORM 64, 77 Notary Public, Georgia, State at Large  
My Commission Expires Oct. 1, 1984

Day 19 at o'clock M.  
Signed Day 19, Cecil McClure, Clerk

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court

Filed for record on the 12  
day of Sept 19 83  
At 11:15 o'clock A.M. Recorded in  
Book 242 Page 1 this  
12 day of Sept 19 83  
Cliff McElroy Clerk

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, C. A. Venable

owner  
of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of FORSYTH State of Georgia, and more particularly described as follows:

A tract of land approximately 2.45 acres in area located 7 miles SW from the town of Cumming and bounded by land owned by TO EXTEND POWER LINES TO TRAILER

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 31 day of AUGUST 19 83  
Signed, sealed and delivered in the presence of:

Margaret Patterson x C. A. Venable (L. S.)  
Richard D. Fleeman N.P. C. A. VENABLE (L. S.)

T.A. FORM 88-77

Notary Public, Georgia, Seals at Large  
My Commission Expires Oct. 1, 1984

COUNTY OF FORSYTH  
STATE OF GEORGIA

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 9th  
day of December 1986  
At 2:30 o'clock P.M. Recorded in  
Book 351 Page 217-220 this  
10th day of Dec. 1986  
Charles M. Jones, Clerk

DECLARATION OF DEDICATION

WHEREAS CHATHAM PROPERTIES for ATLANTA POLO, LTD., RIVES CORP., GEORGIA ASSOCIATED SERVICES, DOUGLAS & ASSOCIATES, ALPHARETTA REALTY, INC., and LESTER HARDWICK, hereinafter known as DECLARANTS, have each contributed sums of money toward the construction of a 12" waterline in the southern part of Forsyth County (in the amounts shown in a letter dated November 24, 1986, from Mr. Steffen Thomas, Jr., of the Rives Corp. to the County Administrator of Forsyth County, Georgia, attached hereto as Exhibit 1 and made a part hereof); and,

WHEREAS the total length of the pipeline constructed by the DECLARANTS is 29,961' and such construction was accomplished at a total cost of \$473,958.26 to the DECLARANTS; and,

WHEREAS the DECLARANTS as good and responsible citizens are desirous of conveying and granting their entire interests in the aforesaid waterline to the governing authority of Forsyth County; and,

WHEREAS the DECLARANTS have executed a Memorandum of Agreement with the Board of Commissioners of Forsyth County on June 23, 1986, setting forth their intent to convey and grant their entire interests in the aforesaid waterline; and,

WHEREAS the Board of Commissioners of Forsyth County on June 23, 1986, adopted a Resolution setting forth a Statement of Policy with respect to waterline construction and the rights of developers to certain tap on fees;

NOW THEREFORE the DECLARANTS do hereby declare, grant, convey, give



and dedicate unto the governing authority of Forsyth County, the Board of Commissioners thereof, for the use and benefit of the citizens of Forsyth County, all of their rights, title, and interests in and to those properties included in the said waterline, said properties being more particularly described in the Proposal of Buice Grading and Pipeline, attached hereto as Exhibit 2 and made a part hereof, and in the Additional Work Authorization of Buice Grading and Pipeline, attached hereto as Exhibit 3 and made a part hereof, and to the labor and services involved in the construction of the said waterline. The route of the waterline is shown with more particularity in the maps and sketches attached hereto as Exhibits 4 through 10, and made a part hereof.

Done at the time and place shown beside the signatures of the representatives of each DECLARANT.

Date: 12-8-86  
Place: CUMMING, Ga.  
Witness: Robert Clark  
Notary Public: Betty Madhoun

Howard Chatham  
HOWARD CHATHAM  
ATLANTA POLO, LTD.  
6075 Roswell Road, Suite 410  
Atlanta, Georgia 30328

Date: 12-24-86  
Place: Alpharetta, Ga.  
Witness: Harold Clark  
Notary Public: Harold Clark

Brice Rives  
BRICE RIVES  
RIVES CORP.  
1190 McFarland Road  
Alpharetta, Georgia 30201

Date: 12-5-86  
Place: Atlanta, Georgia  
Witness: Walter H. Bryan  
Notary Public: Walter H. Bryan

George W. Bryan, Pres.  
GEORGE W. BRYAN  
GEORGIA ASSOCIATED SERVICES  
20 Marietta Street  
Atlanta, Georgia 30303

Notary Public, Georgia State #1496  
My Commission Expires August 22, 1990



Date: 12-4-86  
Place: Alpharetta, Ga  
Witness: Donaldine Clark  
Notary Public: Joe Douglas

Joe Douglas  
JOE DOUGLAS  
DOUGLAS & ASSOCIATES  
13175 Ropewell Road  
Alpharetta, Georgia 30201

Date: 12/2/86  
Place: Alpharetta, Ga  
Witness: Robert E. Miller, Jr.  
Notary Public: Elly Abadham

Robert E. Miller, Jr.  
ROBERT E. MILLER, JR.  
ALPHARETTA REALTY, INC.  
50 South Main Street  
Alpharetta, Georgia 30201

Date: 12-01-86  
Place: Alpharetta, Ga  
Witness: Donaldine Clark  
Notary Public: Joe Douglas

Lester Hardwick  
LESTER HARDWICK  
12955 Birmingham Highway  
Alpharetta, Georgia 30201

This Dedication is accepted for and in behalf of the citizens of  
Forsyth County, Georgia, by the Board of Commissioners of Forsyth County,  
pursuant to a resolution adopted for that purpose on the 8th day of  
DECEMBER, 1986.

Leroy Hubbard  
LEROY HUBBARD  
Chairman, Board of Commissioners

James Harrington, Jr.  
JAMES HARRINGTON, JR.  
Vice Chairman, Board of  
Commissioners

*Jack Shoemaker*  
JACK SHOEMAKER  
Secretary, Board of Commissioners

DAVID GILBERT  
Member, Board of Commissioners

*Marcus Whitmire*  
MARCUS WHITMIRE  
Member, Board of Commissioners

Attest: *Betty Shadburn*  
BETTY SHADBURN  
Clerk, Board of Commissioners

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the  
day of December 1986  
At 10:00 o'clock PM. Recorded in  
Book 352 Page this  
day of December 1986  
Clerk McKinn Clerk

204

## RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mrs C.A. VENABLE

OWNER  
of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth State of Georgia, and more particularly described as follows:

A tract of land approximately.....acres in area located.....miles.....from the town of.....and bounded by land owned by FOR THE PURPOSE OF RELOCATING EXISTING POWER LINES ALONG MAJORS ROAD

and: 64-01.....and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 4 day of DECEMBER 19 86  
Signed, sealed and delivered in the presence of:

Timothy M. Koller Mrs. C.A. Venable (L. S.)

[Signature] 12/4/86 (L. S.)  
NOTARY PUBLIC  
Forsyth County, Georgia, State at Large  
My Commission Expires Oct. 1, 1988



RIGHT-OF-WAY EASEMENT

GEORGIA, FORSYTH CO.

Clerks Office Superior Court

Filed for record on the 27<sup>th</sup>

day of January, 1987

At 11:15 o'clock P.M. Recorded in

Book 356 Page 681 this

27<sup>th</sup> day of January, 1987

Clara McChesney Clerk

STATE OF GEORGIA,

Forsyth COUNTY.

In consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, the undersigned Pat Domenicone (name) whose Post Office Address is 8180 Landing South, Atlanta, GA 30338 do hereby grant unto **SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, whose Post Office Address is Cumming, Georgia, and to its successors or assigns, the right, privilege and easement to go in, upon, along and across the tract of land owned by the undersigned in Land Lot No. 1904 of the 23d District, 1st Section of Forsyth County, State of Georgia, said lands being bounded as follows:

on the North by lands of \_\_\_\_\_  
on the South by lands of to extend service to stables  
on the East by lands of \_\_\_\_\_  
on the West by lands of \_\_\_\_\_

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, there-to or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, trans-formers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements herein before set out.

Said Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Pat Domenicone has/have hereunto set

his hand and seal, this 8 day of December, 19 86

Signed, sealed and delivered in the presence of:

Walter P. Galster Witness

Marilyn P. Chapel 127-96

Notary Public, DeKalb County, Georgia  
My Commission Expires May 17, 1987

Pat Domenicone (L.S.)

\_\_\_\_\_ (L.S.)

\_\_\_\_\_ (L.S.)

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STATE OF GEORGIA,  
Forsyth COUNTY.

Notary Public, Georgia, State of Georgia  
My Commission Expires Oct. 1, 1988

Note: Place Corporate Seal Here

## RIGHT-OF-WAY EASEMENT

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 18  
day of Dec. 1987  
At 10:00 o'clock A.M. Recorded in  
Book 101 Page 101 this  
18 day of Dec. 1987  
Carl McChesney, Clerk

STATE OF GEORGIA,  
Forsyth COUNTY.

In consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, the undersigned Atlanta Polo, Ltd.  
(name)  
whose Post Office Address is \_\_\_\_\_ do hereby grant unto  
**SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, whose Post Office Address is Cumming, Georgia, and to its successors or assigns, the right, privilege and easement to go in, upon, along and across the tract of land owned by the undersigned in Land Lot No. \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section of Forsyth County, State of Georgia, said lands being bounded as follows:

on the North by lands of For the purpose of providing underground electric service  
on the South by lands of to all lots within The Polo Fields Subdivision - Phase 3  
on the East by lands of \_\_\_\_\_  
on the West by lands of \_\_\_\_\_

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances, with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, there-to or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has/have hereunto set  
\_\_\_\_\_ hand and seal, this 14 day of October, 1987.

Signed, sealed and delivered in the presence of:

Timothy M. Kolar  
Witness  
Thal Munnally 10-14-87  
Notary Public  
Forsyth County, Georgia  
My Comm. expires April 22, 1990

(Signature) (L.S.)  
(sign here) Partner  
(title)  
(sign here) \_\_\_\_\_ (L.S.)  
(title) \_\_\_\_\_

## EASEMENT AGREEMENT

This Easement Agreement is made and entered into this the 26th day of October, 1987, by and between Atlanta Polo, Ltd., a Georgia limited partnership, (hereinafter "Polo"); Brookfield West, Inc., a Georgia Corporation (hereinafter "Brookfield"); and Big Creek Utility Company, Inc., a Georgia corporation, (hereinafter "Utility").

## RECITALS:

A. Polo is the owner and developer of a residential subdivision known as The Polo Fields Subdivision, located in Land Lots 168, 169, 190, 191, 192, 193, 194, 239, 240, 241, 242, 243, 264, 265, 266, and 311 of the 2nd District, 1st Section of Forsyth County, Georgia, which property is more particularly described in Exhibit "A" (hereinafter the "Subdivision").

B. Brookfield is the owner and developer of a golf course project to be known as The Polo Fields Golf and Country Club, located in Land Lots 168, 169, 191, 192, 193, 194, 240, 241, 264, 265, 266 and 311 of the 2nd District, 1st Section, Forsyth County, Georgia, said property being more particularly described in Exhibit "B" (the "Golf Course Property").

C. Utility is now in process of constructing an expandable aeration sewage treatment plant ("Treatment Plant") on a tract of land adjacent to the Subdivision and the Golf Course Property, which property is described in Exhibit "C" attached hereto. (hereinafter, the Exhibit "C" property, as it may from time to time be improved, is referred to as the "Utility Property").

D. An integral phase of the operation of the Treatment Plant is (1) the collection of sewage created within structures to be located in the Subdivision and the transfer thereof to the Utility Property for treatment, and (2) the application of the treated effluent ("Effluent") created by the Treatment Plant to the grounds of the Golf Course Property and the creation and maintenance of ponds on the Golf Course Property for the retention of Effluent prior to application to the Golf Course Property.

E. Brookfield has determined that the supply of sewage treatment facilities for sewage generated on the Golf Course Property, and the retention, distribution and application of the Effluent to the grounds of the Golf Course will be beneficial to the operation of the Golf Course.

F. In the course of developing the Subdivision, Polo will at its expense install underground sewer pipes servicing lots in the Subdivision and extending to the Utility Property, and Utility will require easements from Polo and Brookfield for the installation, operation and maintenance of same (the "Sewer Line Easements"). Existing Sewer Line Easements are shown on the Final Subdivision Plat of Phase One of the Polo Fields dated June 16, 1986, and recorded in Plat Book 25, Page 170, Forsyth County, Georgia Records and the Final Subdivision Plat of Phase Two of The Polo Fields, Sheets 1 and 2, dated May 8, 1987, and recorded in Plat Book 27, Page 6, and Plat Book 27, Page 7, said Records, respectively. The exact locations of future Sewer Line Easements needed over the Subdivision and/or the Golf Course Property are not now capable of being determined. Plats of the various development phases of the Subdivision as they now exist and are hereafter prepared and placed of record are hereinafter referred to collectively as the "Subdivision Lot Plats".

Page 1

RED  
BK 1651  
PG 589

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 21<sup>st</sup>  
day of December 1987  
At 12:40 o'clock P.M. Recorded in  
Book        Page       , this  
21<sup>st</sup> day of Dec 1987  
Deborah M. Moore, Clerk  
pt.

Freeman &amp; Rice

G. Polo has determined that the operation of the Plant will be of benefit to Polo in facilitating the treatment of sewage generated from the structures to be constructed within the Subdivision.

H. Utility desires to acquire from Polo and Brookfield, and Polo and Brookfield desire to convey to Utility, all necessary Sewer Line Easements and easements over the Subdivision and the Golf Course Property (1) for Effluent distribution lines, (2) for the storage of treated Effluent within ponds on the Golf Course Property and (3) the right to apply and distribute Effluent on the grounds of the Golf Course Property, all pursuant to the terms and conditions hereof.

Wherefore, for and in consideration of the mutual covenants and benefits to the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Easements. The following easement rights are created between the Parties:

1.01 Subdivision Sewer Line Easements. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity (the "Sewer Line Easements") for installation, maintenance and operation of sanitary sewer lines over those portions of the Subdivision described upon the attached Exhibit "A", said easements identified as follows:

a) Upon the now-recorded plats of Phase One and Phase Two of The Polo Fields, over, across, under and through such areas as are shown thereon as roadways, sanitary sewer easements, or drainage easements.

b) Upon the unrecorded and proposed plat of Phase Three of The Polo Fields, dated October 23, 1987, made by Bates-Long & Associates, over such areas as are shown thereon as roadways, sanitary sewer easements, or drainage easements.

c) Over all other portions of the Subdivision at such locations and having such dimensions as may from time to time be required by Utility to adequately provide sewage treatment capacity to the Subdivision or the Golf Course Property as development thereof occurs, which locations must have the approval of Polo, which approval may not be unreasonably withheld or delayed.

1.02 Sewer Line Easements Across Golf Course. Brookfield hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity (the "Sewer Line Easements") for installation, maintenance and operation of sewer lines across the Golf Course Property which may from time to time reasonably be required by Utility to supply sewage treatment capacity to the Subdivision or the Golf Course Property as development thereof occurs, which locations must have the approval of Brookfield, which approval may not be unreasonably withheld or delayed.

1.03 Effluent Distribution Line Easements Across Subdivision. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity



for installation, maintenance and operation of Effluent distribution lines over, through and under only those portions of the Subdivision as may from time to time upon plats be shown as roadways, sanitary sewer easements or drainage easements.

1.04 Effluent Distribution Line Easements Over Golf Course Property.

1.04.01 Brookfield hereby grants, bargains, sells and conveys unto Utility perpetual non-exclusive easements over, through, under and across the Golf Course Property for the purposes of installing, operating and maintaining pipes, lines and related equipment running from the Utility Property over such portions of the Golf Course Property as may be reasonably necessary to initially store and/or thereafter to distribute all Effluent produced by the Utility Property onto and over the Golf Course Property. The distribution lines and points of spray of the Effluent shall be at such locations as may be selected by Utility, subject to the prior approval of Brookfield, which approval may not be unreasonably withheld or delayed. The within easements shall be limited to thirty (30) feet in width as to each line or spur thereof centered along the selected locations for the distribution lines. Utility agrees to use its best reasonable efforts to avoid destruction of vegetation now located within the easement areas.

1.04.02 Following installation of any pipes, lines or related equipment within the Golf Course Property, Brookfield retains the right to relocate at its expense any distribution lines or Effluent distribution points should Brookfield in its reasonable discretion determine that the then existing location of such matters interferes with the operation or development of the Golf Course Property. Such relocation shall be made at such locations and in such manners so as to not unreasonably interfere with the distribution of the Effluent by Utility.

1.04.03 Utility agrees to maintain any pipes, lines and related equipment installed upon the Golf Course Property in reasonably good operating condition, and will hold Brookfield and Polo harmless from any claims of third parties made against either Polo or Brookfield occasioned directly from failure of Utility to maintain its equipment in reasonably good operating condition.

1.05 Holding Pond Easement and Right. Brookfield hereby grants to Utility a perpetual non-exclusive easement over, across and through the Golf Course Property for the purpose of building, maintaining and using ponds on the Golf Course Property as necessary for the retention of Effluent as required for the proper operation of the Treatment Plant. Any such ponds shall be in such locations and sizes as to be consistent with the needs of the Treatment Plant and the normal operation and aesthetics of the Golf Course Property. Such easement shall include the right to install and maintain pipes, lines and related equipment from the Utility Property to such ponds.

1.06 Easement for Distribution of Effluent. Brookfield hereby grants, bargains, sells and conveys to Utility an exclusive easement in perpetuity over and across the Golf Course Property as may be reasonably necessary for Utility to distribute all Effluent produced by the Utility Property onto and over the Golf Course Property. Utility retains the

right to dispose of its Effluent and other products of the Treatment Plant contemplated to be operated upon the Utility Property through such other means or destinations as it may deem appropriate, the rights granted in this paragraph being intended as exclusively available to Utility but not considered mandatory upon Utility.

1.07 Easement for Ingress and Egress. Polo grants to Utility an easement over, through and across all roads in the Subdivision for the purpose of access to and from the Utility Property until such time as such roads are dedicated to and accepted by Forsyth County, Georgia. Brookfield grants to Utility an easement over and across the Golf Course Property for the purpose of access to and from the Utility Property. Such easement rights shall include the right to operate such vehicles and machinery as is necessary to construct, operate and maintain the Utility Property and easements granted in this Agreement, so long as the exercise of such rights does not unnecessarily interfere with the usual and customary activities conducted on the Golf Course Property nor unnecessarily damage any such property.

1.08 Abatement of Easements. The rights granted to Utility in Section 1.06 shall be suspended at any time and for such time as the exercise of such rights, in the final determination of a state department or agency with authority to abate health or environment dangers or hazards poses a danger or threat to the health of persons using, inhabiting or coming into contact with the Golf Course Property or materially interrupts the customary and usual activities conducted on the Golf Course Property.

1.09 Performance. Any work performed by Utility in exercising any of its easement rights hereunder shall be commenced promptly as development of the Subdivision and Golf Course Property reasonably dictates, pursued diligently, performed in a workmanlike manner and any ground or improvements that are disturbed shall be restored as nearly as possible to its condition prior to disturbance.

## 2.0 Miscellaneous.

2.01 Applicable Law. This Agreement shall be governed by and construed under the laws of the state of Georgia.

2.02 Entire Agreement. This document contains the entire Agreement of the Parties, and any other agreement or understanding between the Parties not contained herein is superceded hereby.

2.03 Modification. This Agreement may be modified only by a writing signed all Parties affected by such modification.

2.04 Binding Effect; Assignability. This Agreement shall be binding on the respective successors, assigns and representatives of the Parties. The obligations, rights and duties of the Parties hereunder which relate to property identified herein may be transferred and assigned to any transferees of such property without the consent of the other Parties.

2.05 The rights granted to Utility contained in this agreement are to be appurtenances to the Utility Property, and shall run as such an appurtenance with title to the Utility Property unless otherwise stated in any conveyance of such Utility Property. The rights granted to Utility

contained in this agreement shall also be independently assignable to any other party or entity in the sole discretion of Utility.

2.06 Notice and Right to Cure Defaults. The breach, or alleged breach, by Utility of any of its obligations contained herein shall not constitute a default under this Agreement unless and until the parties to this Agreement alleging such default shall give written notice thereof to Utility in the manner provided hereinafter, and Utility shall be given a reasonable time thereafter in which to cure such alleged event of default. All notices provided or allowed herein shall be given in writing by Certified Mail, Return Receipt Requested, at the address given by the Secretary of State of Georgia for the Registered Agent of the party or the party's general partner, as appropriate, and shall be effective upon receipt thereof by such addressee.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATLANTA POLO, LTD.

BY: CHATHAM COMMUNITIES, INC.,  
GENERAL PARTNER

BY: David Chatham  
(J. David Chatham, President)  
(CORPORATE SEAL)

Carolyn E. James  
Witness

Notary Public  
My Commission Expires: 7/5/91  
Date of Execution by Notary: 7/5/89  
--- (NOTARY SEAL)

PUBLIC

BROOKFIELD WEST, INC.

BY: Howard Chatham  
(J. Howard Chatham, Treasurer)  
(CORPORATE SEAL)

Carolyn E. James  
Witness

Notary Public  
My Commission Expires: 7/5/91  
Date of Execution by Notary: 7/5/89  
(NOTARY SEAL)

NOTARY  
PUBLIC

BIG CREEK UTILITY COMPANY, INC.

BY: *David Chatham*  
(J. David Chatham, President)

(CORPORATE SEAL)



*Carolyn L. James*  
Witness

*[Signature]*  
Notary Public

My Commission Expires: 7/5/91  
Date of Execution by Notary: 10/24/85

NOTARY SEAL

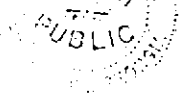


EXHIBIT "A"

Tract I:

All those lots, tracts or parcels of land situate, lying and being in Land Lots numbered 190 and 191 of the Second District, First Section, Forsyth County, Georgia, being shown as all of lots upon the final subdivision plat of Phase One, The Polo Fields, as said lots are shown upon a map or plat of said subdivision made by Bates-Long & Associates, dated June 16, 1986, last revised November 19, 1986, to which reference, and recorded in the office of the Clerk of the Superior Court of Forsyth County, Georgia, at Plat Book 25, Page 170, to which reference is made for the more particular location and dimensions of said lots.

Tract II:

All those lots, tracts or parcels of land situate, lying and being in Land Lots numbered 191, 192, 241, 242, 263 and 264 of the Second District, First Section, Forsyth County, Georgia, as said lots are shown upon a final subdivision plat of Phase Two, Sheet One and Sheet Two, made by Bates-Long & Associates, dated May 8, 1987, last revised August 12, 1987 and May 26, 1987, respectively, and recorded in the office of the Clerk of the Superior Court of Forsyth County, Georgia, at Plat Book 25, Page 170, and at Plat Book 27, Page 7, respectively, to which reference is made for the more particular location and dimensions of said lots.

Tract III:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 97, 119, 120, 121, 168 and 169 of the Second District, First Section, Forsyth County, Georgia, being shown as "Tract I", 106.956 acres upon a survey for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated June 12, 1987, to which reference is made, said property being more particularly described as follows:

Beginning at a pipe found at the corner common to Land Lots 119, 120, 169 and 170, said District, Section, County and State; thence from said point of beginning running north 04 degrees 06 minutes 38 seconds west a distance of 996.00 feet to a point; running thence north 33 degrees 26 minutes 21 seconds west a distance of 175.19 feet to a point lying on the southerly line of the 60 foot right of way of Pitman Road; running thence in a northeasterly direction, along the southeasterly line of the aforesaid right of way of Pitman Road, the following courses and distances:

north 65 degrees 29 minutes 59 seconds east a distance of 39.65 feet to a point, thence north 70 degrees 02 minutes 47 seconds east a distance of 42.04 feet to a point, thence north 74 degrees 04 minutes 43 seconds east a distance of 36.41 feet to a point, thence north 77 degrees 39 minutes 49 seconds east a distance of 54.56 feet to a point, thence north 79 degrees 02 minutes 06 seconds east a distance of 285.09 feet to a point, thence north 79 degrees 12 minutes 35 seconds east a distance of 261.42 feet to a point, thence north 80 degrees 37 minutes 27 seconds east a distance of 69.71 feet to a point, thence north 79 degrees 57 minutes 02 seconds east a distance of 69.29 feet to a point, thence north 76 degrees 55 minutes 53 seconds east a distance of 49.61 feet to a point, thence north 69 degrees 36 minutes 38 seconds east a distance of 49.21 feet to a point, thence north 59 degrees 12 minutes 33 seconds east a distance of 59.48 feet to a point, thence north 48 degrees 58 minutes 04 seconds east a distance of 64.81 feet to an iron pin;



thence leaving the right of way of Pitman Road running south 62 degrees 27 minutes 21 seconds east a distance of 249.75 feet to an iron pin; running thence south 72 degrees 38 minutes 36 seconds east a distance of 575.17 feet to an iron pin; running thence north 57 degrees 29 minutes 15 seconds east a distance of 474.03 feet to a rock; running thence south 86 degrees 25 minutes 49 seconds east a distance of 662.01 feet to an iron pin lying at the corner common to Land Lots 95, 96, 121 and 122, said District, Section, County and State; running thence south 01 degrees 13 minutes 52 seconds west, along the line dividing said Land Lot 121 from said Land Lot 122, a distance of 1,354.32 feet to an iron pin at a rock lying at the corner common to Land Lots 121, 122, 167 and 168, said District, Section, County and State; running thence south 00 degrees 23 minutes 32 seconds west, along a line dividing said Land Lot 167 from said Land Lot 168, a distance of 297.31 feet to a point; running thence north 89 degrees 36 minutes 28 seconds west a distance of 239.99 feet to a point; running thence south 00 degrees 23 minutes 32 seconds west a distance of 39.48 feet to a point; running thence south 86 degrees 00 minutes 00 seconds west a distance of 182.00 feet to a point; running thence south 66 degrees 15 minutes 00 seconds west a distance of 53.00 feet to a point; running thence north 49 degrees 00 minutes 00 seconds west a distance of 480.00 feet to a point; running thence south 45 degrees 00 minutes 55 seconds west a distance of 247.50 feet to a point; running thence south 25 degrees 55 minutes 00 seconds west a distance of 667.00 feet to a point; running thence south 72 degrees 16 minutes 47 seconds west a distance of 200.00 feet to a point; running thence south 55 degrees 53 minutes 25 seconds west a distance of 124.04 feet to a point; running thence south 79 degrees 04 minutes 50 seconds west a distance of 122.66 feet to a point; running thence north 10 degrees 45 minutes 00 seconds west a distance of 17.00 feet to a point; running thence south 79 degrees 15 minutes 00 seconds west a distance of 251.27 feet to a point; running thence north 02 degrees 37 minutes 36 seconds west a distance of 17.86 feet to a point; running thence north 11 degrees 10 minutes 00 seconds west a distance of 395.00 feet to a point; running thence north 08 degrees 50 minutes 00 seconds west a distance of 620.98 feet to a point lying on the line dividing said Land Lot 120 from said Land Lot 169; running thence north 89 degrees 50 minutes 21 seconds west a distance of 528.34 feet to the pipe which is the point of beginning.

Tract IV:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 167, 168, 192, 193, 194, 239, 240, 241, 266 and 311 of the Second District, First Section, Forsyth County, Georgia, being designated as "Tract II", 142.468 acres, upon a survey for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated June 12, 1987, to which reference is made, said property being more particularly described as follows:

Beginning at an iron pin found at the corner common to Land Lots 167, 168, 193 and 194, said District, Section, County and State; run thence south 89 degrees 45 minutes 58 seconds east a distance of 522.83 feet to an iron pin; running thence north 55 degrees 39 minutes 52 seconds east a distance of 79.97 feet to an iron pin; running thence north 43 degrees 55 minutes 28 seconds east a distance of 59.96 feet to an iron pin; running thence north 28 degrees 19 minutes 10 seconds east a distance of 49.78 feet to an iron pin; running thence north 26 degrees 20 minutes 19 seconds east a distance of 60.21 feet to an iron pin; running thence north 40 degrees 15 minutes 03 seconds east a distance of 49.74 feet to an iron pin; running thence north 58 degrees 06 minutes 15 seconds east a distance of 50.00 feet to an iron pin; running thence north 79 degrees 25 minutes 17 seconds east a distance of 50.02 feet to an iron pin; running thence south 88 degrees 20 minutes 28 seconds east a distance of 180.51 feet to a point; running thence north 84 degrees 35 minutes 10 seconds east a distance of 58.70 feet to an

iron pin lying on the southwesterly line of the 100 foot right of way of Bethelview Road; running thence along the arc of the curve of Bethelview Road to the left a distance of 82.64 feet to an iron pin (said arc having a radius of 637.27 feet and being subtended by a chord 82.58 feet in length and bearing south 19 degrees 47 minutes 58 seconds east); thence leaving the right of way of Bethelview Road running south 84 degrees 35 minutes 10 seconds west a distance of 84.98 feet to an iron pin; running thence north 88 degrees 17 minutes 01 seconds west a distance of 176.31 feet to an iron pin; running thence south 79 degrees 07 minutes 22 seconds west a distance of 26.40 feet to an iron pin; running thence south 58 degrees 06 minutes 15 seconds west a distance of 22.07 feet to an iron pin; running thence south 40 degrees 19 minutes 12 seconds west a distance of 27.26 feet to an iron pin; running thence south 25 degrees 48 minutes 29 seconds west a distance of 52.03 feet to an iron pin; running thence south 28 degrees 54 minutes 22 seconds west a distance of 63.00 feet to an iron pin; running thence south 44 degrees 18 minutes 40 seconds west a distance of 78.47 feet to an iron pin; running thence south 55 degrees 25 minutes 36 seconds west a distance of 120.70 feet to an iron pin; running thence south 00 degrees 48 minutes 41 seconds west a distance of 1,387.46 feet to a bolt found on the northerly line of said Land Lot 239; running thence south 89 degrees 14 minutes 01 seconds east a distance of 572.49 feet to a bolt found at the corner common to said Land Lots 194, 195, 238 and 239; running thence south 00 degrees 50 minutes 56 seconds west, along the line dividing said Land Lot 239 from said Land Lot 238, a distance of 1,366.86 feet to a pipe; running thence south 00 degrees 56 minutes 20 seconds west a distance of 145.00 feet to a point; running thence north 87 degrees 39 minutes 07 seconds west a distance of 575.95 feet to a point; running thence south 26 degrees 40 minutes 00 seconds west a distance of 225.00 feet to a point; running thence north 60 degrees 50 minutes 00 seconds west a distance of 325.00 feet to a point; running thence along an arc to the left a distance of 315.59 feet to a point (said arc having a radius of 390.84 feet and being subtended by a chord 307.09 feet in length and bearing south 11 degrees 29 minutes 12 seconds west); running thence north 85 degrees 40 minutes 00 seconds east a distance of 195.00 feet to a point; running thence south 55 degrees 00 minutes 00 seconds east a distance of 288.00 feet to a point; running thence north 89 degrees 08 minutes 00 seconds east a distance of 520.00 feet to a point; running thence south 11 degrees 00 minutes 00 seconds west a distance of 397.00 feet to a point; running thence south 30 degrees 30 minutes 00 seconds west a distance of 300.00 feet to a point; running thence north 59 degrees 30 minutes 00 seconds west a distance of 140.00 feet to a point; running thence north 88 degrees 10 minutes 00 seconds west a distance of 135.00 feet to a point; running thence south 55 degrees 55 minutes 00 seconds west a distance of 210.00 feet to a point; running thence south 66 degrees 30 minutes 00 seconds west a distance of 405.97 feet to a point; running thence north 03 degrees 28 minutes 40 seconds east a distance of 320.00 feet to a point; running thence north 38 degrees 57 minutes 13 seconds west a distance of 95.36 feet to a point lying on the westerly line of said Land Lot 366; running thence north 00 degrees 59 minutes 32 seconds east, along the westerly line of said Land Lot 266, a distance of 954.22 feet to a point; running thence south 56 degrees 07 minutes 00 seconds east a distance of 107.64 feet to a point; running thence along an arc to the right a distance of 50.07 feet to a point (said arc having a radius of 450.84 feet and being subtended by a chord 50.04 feet in length and bearing north 31 degrees 29 minutes 06 seconds east); running thence north 56 degrees 07 minutes 00 seconds west a distance of 125.00 feet to a point; running thence north 02 degrees 50 minutes 47 seconds west a distance of 161.60 feet to an iron pin lying at the corner common to Land Lots 239, 240, 265 and 266; running thence due west, along the southerly line of said Land Lot 240, a distance of 1,067.78 feet to a point; running thence north 23 degrees 40 minutes 00 seconds west a distance of 282.50 feet to a point; running thence north 09 degrees 35 minutes 00 seconds east

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a distance of 500.00 feet to a point; running thence north 00 degrees 50 minutes 00 seconds west a distance of 70.00 feet to a point; running thence north 19 degrees 00 minutes 00 seconds west a distance of 315.00 feet to a point; running thence north 76 degrees 55 minutes 00 seconds west a distance of 240.74 feet to a point; running thence north 08 degrees 50 minutes 00 seconds west a distance of 272.76 feet to a point; running thence along an arc to the right a distance of 87.00 feet to a point (said arc having a radius of 885.84 feet and being subtended by a chord 86.97 feet in length and bearing north 56 degrees 00 minutes 25 seconds west); running thence north 53 degrees 11 minutes 36 seconds west a distance of 135.62 feet to a point; running thence north 36 degrees 48 minutes 24 seconds east a distance of 60.00 feet to a point; running thence south 53 degrees 11 minutes 36 seconds east a distance of 16.00 feet to a point; running thence north 36 degrees 48 minutes 24 seconds east a distance of 145.00 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance of 70.00 feet to a point; running thence south 61 degrees 06 minutes 02 seconds east a distance of 160.81 feet to a point; running thence south 73 degrees 00 minutes 00 seconds east a distance of 259.00 feet to a point; running thence south 79 degrees 30 minutes 00 seconds east a distance of 496.00 feet to a point; running thence south 84 degrees 50 minutes 00 seconds east a distance of 90.00 feet to a point; running thence north 85 degrees 23 minutes 52 seconds east a distance of 93.20 feet to a point; running thence north 84 degrees 55 minutes 00 seconds east a distance of 500.00 feet to a point; running thence south 89 degrees 10 minutes 00 seconds east a distance of 173.74 feet to a point; running thence north 01 degrees 55 minutes 00 seconds east a distance of 46.00 feet to a point; running thence along an arc to the right a distance of 72.97 feet to a point (said arc having a radius of 1,295.54 feet and being subtended by a chord 72.96 feet in length and bearing north 03 degrees 31 minutes 49 seconds east); running thence north 83 degrees 05 minutes 00 seconds west a distance of 212.73 feet to a point; running thence north 11 degrees 21 minutes 54 seconds east a distance of 233.03 feet to a point; running thence along an arc to the left a distance of 51.79 feet to a point (said arc having a radius of 484.79 feet and being subtended by a chord 51.77 feet in length and bearing south 85 degrees 43 minutes 36 seconds west); running thence south 11 degrees 21 minutes 54 seconds west a distance of 222.96 feet to a point; running thence north 83 degrees 05 minutes 00 seconds west a distance of 540.00 feet to a point; running thence north 73 degrees 05 minutes 00 seconds west a distance of 725.00 feet to a point; running thence north 01 degrees 00 minutes 00 seconds west a distance of 318.00 feet to a point; running thence south 89 degrees 00 minutes 00 seconds west a distance of 5.00 feet to a point; running thence along an arc to the left a distance of 19.01 feet to a point (said arc having a radius of 415.58 feet and being subtended by a chord 19.00 feet in length and bearing south 87 degrees 41 minutes 25 seconds west); running thence north 01 degrees 00 minutes 00 seconds west a distance of 200.43 feet to a point; running thence north 89 degrees 00 minutes 00 seconds east a distance of 881.00 feet to a point; running thence south 40 degrees 22 minutes 35 seconds east a distance of 285.38 feet to a point; running thence south 39 degrees 40 minutes 00 seconds east a distance of 100.00 feet to a point; running thence south 50 degrees 00 minutes 00 seconds east a distance of 56.00 feet to a point; running thence south 79 degrees 15 minutes 00 seconds east a distance of 43.00 feet to a point; running thence north 84 degrees 10 minutes 00 seconds east a distance of 100.00 feet to a point; running thence south 11 degrees 15 minutes 00 seconds east a distance of 117.00 feet to a point; running thence south 03 degrees 40 minutes 00 seconds west a distance of 84.76 feet to a point; running thence along an arc to the right a distance of 49.25 feet to a point (said arc having a radius of 544.79 feet and being subtended by a chord 49.23 feet in length and bearing north 88 degrees 42 minutes 01 seconds east); running thence north 03 degrees 40 minutes 00 seconds east a distance of 81.09 feet to a

point; running thence north 11 degrees 15 minutes 00 seconds west a distance of 200.00 feet to a point; running thence north 09 degrees 00 minutes 00 seconds west a distance of 170.00 feet to a point; running thence north 44 degrees 24 minutes 40 seconds west a distance of 267.19 feet to a point; running thence north 49 degrees 45 minutes 00 seconds west a distance of 265.00 feet to a point; running thence north 84 degrees 53 minutes 13 seconds west a distance of 55.00 feet to a point; running thence north 11 degrees 45 minutes 00 seconds east a distance of 259.34 feet to a point; running thence along an arc to the left a distance of 28.68 feet to a point (said arc having a radius of 367.77 feet and being subtended by a chord 28.68 feet in length and bearing north 80 degrees 34 minutes 05 seconds west); running thence north 07 degrees 30 minutes 00 seconds east a distance of 189.77 feet to a point; running thence south 78 degrees 10 minutes 00 seconds east a distance of 375.00 feet to a point lying on the line dividing said Land Lot 167 from said Land Lot 168; running thence south 00 degrees 43 minutes 57 seconds west, along said land lot dividing line, a distance of 119.07 feet to a point; running thence south 00 degrees 09 minutes 11 seconds west, continuing along said Land Lot dividing line, a distance of 272.79 feet to the iron pin which is the point of beginning.

Tract V:

All that lot, tract or parcel of land situate, lying and being in Land Lots 167, 168, 169 and 192 of the Second District, First Section, Forsyth County, Georgia, being shown upon a survey of Phase III, The Polo Fields, made by Bates-Long & Associates, dated June 4, 1987, to which reference is made, said property being particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING, commence at an iron pin found at the intersection of the northerly line of said Land Lot 167 with the westerly line of the 100 foot right of way of Bethelview Road; run thence south 04 degrees 12 minutes 21 seconds west, along the westerly line of the aforesaid right of way of Bethelview Road, a distance of 140.00 feet to a point, WHICH POINT IS THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; thence from said point of beginning running south 04 degrees 12 minutes 21 seconds west, along the westerly line of the aforesaid right of way of Bethelview Road, a distance of 115.67 feet to a point; running thence south 04 degrees 13 minutes 47 seconds west, continuing along the westerly line of the aforesaid right of way of Bethelview Road, a distance of 344.48 feet to an iron pin; running thence north 89 degrees 05 minutes 38 seconds west a distance of 1,019.91 feet to an iron pin lying on the westerly line of said Land Lot 167; running thence running thence south 00 degrees 43 minutes 57 seconds west a distance of 260.00 feet to a point; running thence north 78 degrees 10 minutes 00 seconds west a distance of 375.00 feet to a point; running thence south 07 degrees 30 minutes 00 seconds west a distance of 189.77 feet to a point; running thence along an arc to the right a distance of 28.68 feet to a point (said arc having a radius of 367.77 feet and being subtended by a chord 28.68 feet in length and bearing south 80 degrees 34 minutes 05 seconds east); running thence south 11 degrees 45 minutes 00 seconds west a distance of 259.34 feet to a point; running thence north 84 degrees 53 minutes 13 seconds west a distance of 478.00 feet to a point; running thence south 73 degrees 42 minutes 15 seconds west a distance of 86.70 feet to a point; running thence south 72 degrees 16 minutes 47 seconds west a distance of 495.00 feet to a point; running thence south 67 degrees 30 minutes 00 seconds west a distance of 56.00 feet to a point; running thence south 68 degrees 50 minutes 00 seconds west a distance of 212.32 feet to a point; running thence along an arc to the left a distance of 74.10 feet to a point (said arc having a radius of 217.74 feet and being subtended by a chord 73.74 feet in length and bearing south 27 degrees 23 minutes 16 seconds east); running thence south 37 degrees 08 minutes 13 seconds east a distance of 127.01 feet to an

iron pin; running thence north 66 degrees 15 minutes 00 seconds east a distance of 171.81 feet to a point; running thence north 78 degrees 45 minutes 00 seconds east a distance of 139.00 feet to a point; running thence south 01 degrees 00 minutes 00 seconds east a distance of 200.43 feet to a point; running thence along an arc to the right a distance of 19.01 feet to a point (said arc having a radius of 415.58 feet and being subtended by a chord 19.00 feet in length and bearing north 87 degrees 41 minutes 25 seconds east); running thence south 01 degrees 00 minutes 00 seconds east a distance of 318.00 feet to a point; running thence north 87 degrees 27 minutes 30 seconds west a distance of 104.42 feet to a point; running thence south 36 degrees 40 minutes 00 seconds west a distance of 236.00 feet to a point; running thence north 23 degrees 05 minutes 00 seconds east a distance of 114.00 feet to a point; running thence north 66 degrees 55 minutes 00 seconds west a distance of 60.00 feet to a point; running thence north 66 degrees 00 minutes 00 seconds west a distance of 170.0 feet to a point; running thence north 13 degrees 35 minutes 57 seconds east a distance of 233.18 feet to a point; running thence north 32 degrees 45 minutes 00 seconds west a distance of 245.00 feet to a point; running thence north 02 degrees 37 minutes 36 seconds west a distance of 589.94 feet to a point; running thence north 79 degrees 15 minutes 00 seconds east a distance of 251.27 feet to a point; running thence south 10 degrees 45 minutes 00 seconds east a distance of 17.00 feet to a point; running thence north 79 degrees 04 minutes 50 seconds east a distance of 122.66 feet to a point; running thence north 55 degrees 53 minutes 25 seconds east a distance of 124.04 feet to a point; running thence north 72 degrees 16 minutes 47 seconds east a distance of 200.00 feet to a point; running thence north 25 degrees 55 minutes 00 seconds east a distance of 667.00 feet to a point; running thence north 45 degrees 00 minutes 55 seconds east a distance of 247.50 feet to a point; running thence south 49 degrees 00 minutes 00 seconds east a distance of 480.00 feet to a point; running thence north 66 degrees 15 minutes 00 seconds east a distance of 53.00 feet to a point; running thence north 86 degrees 00 minutes 00 seconds east a distance of 182.00 feet to a point; running thence north 00 degrees 23 minutes 32 seconds east a distance of 39.48 feet to a point; running thence south 89 degrees 36 minutes 28 seconds east a distance of 239.99 feet to a point lying on the easterly line of said Land Lot 168; running thence south 00 degrees 23 minutes 32 seconds west a distance of 231.56 feet to a point; running thence south 89 degrees 06 minutes 38 seconds east a distance of 260.26 feet to a point; running thence along an arc to the left a distance of 158.84 feet to a point (said arc having a radius of 174.96 feet and being subtended by a chord 153.44 feet in length and bearing north 64 degrees 52 minutes 53 seconds east); running thence north 38 degrees 52 minutes 23 seconds east a distance of 41.05 feet to a point; running thence along an arc to the right a distance of 213.31 feet to a point (said arc having a radius of 234.96 feet and being subtended by a chord 206.06 feet in length and bearing north 64 degrees 52 minutes 53 seconds east); running thence south 89 degrees 06 minutes 38 seconds east a distance of 159.74 feet to a point; running thence north 00 degrees 23 minutes 32 seconds east a distance of 199.17 feet to a point; running thence south 89 degrees 09 minutes 20 seconds east a distance of 280.66 feet to the point of beginning.

Subdivision Property



EXHIBIT "B"

TRACT A:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 169, 191 and 192 of the Second District, First Section, Forsyth County, Georgia, being shown as 41.21 acres upon a survey of The Polo Fields Golf Course and Club Area, for Brookfield West, Inc. and Chase Federal Savings and Loan Association, made by Bates-Long & Associates, dated June 8, 1987, revised October 12, 1987, to which reference is made, said property being particularly described as follows:

Beginning at a pipe found at the corner common to Land Lots 119, 120, 169 and 170, said District, Section, County and State; run thence south 89 degrees 50 minutes 21 seconds east, along the northerly line of said Land Lot 169, a distance of 528.34 feet to a point; running thence south 08 degrees 50 minutes 00 seconds east a distance of 620.98 feet to a point; running thence south 11 degrees 10 minutes 00 seconds east a distance of 395.00 feet to a point; running thence south 02 degrees 37 minutes 36 seconds east a distance of 607.81 feet to a point; running thence south 32 degrees 45 minutes 00 seconds east a distance of 110.00 feet to a point; running thence north 59 degrees 40 minutes 00 seconds east a distance of 210.00 feet to a point; running thence south 37 degrees 08 minutes 13 seconds east a distance of 50.00 feet to a point; running thence south 59 degrees 35 minutes 03 seconds west a distance of 213.82 feet to a point; running thence south 32 degrees 45 minutes 00 seconds east a distance of 85.00 feet to a point; running thence south 13 degrees 35 minutes 57 seconds west a distance of 233.18 feet to a point; running thence south 66 degrees 00 minutes 00 seconds east a distance of 170.00 feet to a point; running thence south 23 degrees 05 minutes 00 seconds west a distance of 232.13 feet to a point; running thence along an arc to the left a distance of 351.97 feet to a point (said arc having a radius of 386.05 feet and being subtended by a chord 339.91 feet in length and bearing south 81 degrees 42 minutes 22 seconds west); running thence south 55 degrees 35 minutes 15 seconds west a distance of 191.78 feet to a point; running thence north 34 degrees 00 minutes 00 seconds west a distance of 170.00 feet to a point; running thence south 73 degrees 39 minutes 37 seconds west a distance of 261.60 feet to a point; running thence north 86 degrees 21 minutes 54 seconds west a distance of 59.90 feet to a point; running thence north 69 degrees 55 minutes 34 seconds west a distance of 64.59 feet to a point; running thence north 24 degrees 16 minutes 56 seconds west a distance of 236.32 feet to a point; running thence north 29 degrees 01 minutes 46 seconds east a distance of 253.64 feet to a point; running thence north 12 degrees 24 minutes 33 seconds east a distance of 201.00 feet to a point; running thence north 08 degrees 37 minutes 04 seconds west a distance of 151.52 feet to a point; running thence north 13 degrees 40 minutes 00 seconds west a distance of 120.00 feet to a point; running thence north 00 degrees 34 minutes 37 seconds west a distance of 136.36 feet to a point; running thence north 39 degrees 32 minutes 35 seconds east a distance of 120.22 feet to an iron pin found at the southwesterly corner of said Land Lot 169; running thence north 00 degrees 32 minutes 00 seconds east, along the westerly line of said Land Lot 169, a distance of 1,050.15 feet to a point; running thence north 00 degrees 15 minutes 52 seconds west, continuing along the westerly line of said Land Lot 169, a distance of 202.75 feet to the pipe which is the point of beginning.

TRACT B:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 168, 192, 193 and 194 of the Second District,

First Section, Forsyth County, Georgia, being shown as Tract "B", 11.57 acres, upon a survey of The Polo Fields Golf Course and Club Area for Brookfield West, Inc. and Chase Federal Savings and Loan Association, made by Bates-Long & Associates, dated June 8, 1987, last revised October 12, 1987, to which reference is made, said property being particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING, commence at an iron pin found at the corner common to Land Lots 167, 168, 193 and 194, said District, Section, County and State; run thence south 45 degrees 32 minutes 10 seconds west a distance of 220.03 feet to a point, WHICH POINT IS THE POINT OF BEGINNING OF THE PROPERTY CONVEYED HEREBY; thence from said point of beginning running south 44 degrees 24 minutes 40 seconds east a distance of 267.19 feet to a point; running thence south 09 degrees 00 minutes 00 seconds east a distance of 170.00 feet to a point; running thence south 11 degrees 15 minutes 00 seconds east a distance of 200.00 feet to a point; running thence south 03 degrees 40 minutes 00 seconds west a distance of 81.09 feet to a point; thence along an arc to the left a distance of 49.25 feet to a point (said arc having a radius of 544.79 feet and being subtended by a chord 49.23 feet in length and bearing south 88 degrees 42 minutes 01 seconds west); running thence north 03 degrees 40 minutes 00 seconds east a distance of 84.76 feet to a point; running thence north 11 degrees 15 minutes 00 seconds west a distance of 117.00 feet to a point; running thence south 84 degrees 10 minutes 00 seconds west a distance of 100.00 feet to a point; running thence north 79 degrees 15 minutes 00 seconds west a distance of 43.00 feet to a point; running thence north 50 degrees 00 minutes 00 seconds west a distance of 56.00 feet to a point; running thence north 39 degrees 40 minutes 00 seconds west a distance of 100.00 feet to a point; running thence north 40 degrees 22 minutes 35 seconds west a distance of 285.38 feet to a point; running thence south 89 degrees 00 minutes 00 seconds west a distance of 881.00 feet to a point; running thence south 78 degrees 45 minutes 00 seconds west a distance of 139.00 feet to a point; running thence south 66 degrees 15 minutes 00 seconds west a distance of 171.81 feet to a point; running thence north 37 degrees 08 minutes 13 seconds west a distance of 127.01 feet to a point; running thence along an arc to the right a distance of 74.10 feet to a point (said arc having a radius of 217.737 feet and being subtended by a chord 73.74 feet in length and bearing north 27 degrees 23 minutes 16 seconds west); running thence north 68 degrees 50 minutes 00 seconds east a distance of 212.32 feet to a point; running thence north 67 degrees 30 minutes 00 seconds east a distance of 56.00 feet to a point; running thence north 72 degrees 16 minutes 47 seconds east a distance of 495.00 feet to a point; running thence north 73 degrees 42 minutes 15 seconds east a distance of 86.70 feet to a point; running thence south 84 degrees 53 minutes 13 seconds east a distance of 533.00 feet to a point; running thence south 49 degrees 45 minutes 00 seconds east a distance of 265.00 feet to the point of beginning.

TRACT C:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 192, 193 and 194 of the Second District, First Section, Forsyth County, Georgia, being shown as Tract "C", 10.28 acres, upon a survey of The Polo Fields Golf Course and Club Area for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated June 8, 1987, last revised October 12, 1987, to which reference is made, said property being particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING, commence at a bolt found at the corner common to Land Lots 194, 195, 238 and 239, said District, Section, County and State; run thence north 89 degrees 14 minutes 01 seconds west, along the southerly line of said Land Lot 194, a distance of 572.49 feet to a bolt found; run thence north 49 degrees 28 minutes 50 seconds west a distance of 386.60 feet to a point, WHICH POINT IS THE POINT OF BEGINNING OF THE PROPERTY

DESCRIBED HEREIN; thence from said point of beginning running north 89 degrees 10 minutes 00 seconds west a distance of 173.74 feet to a point; running thence south 84 degrees 55 minutes 00 seconds west a distance of 500.00 feet to a point; running thence south 85 degrees 23 minutes 52 seconds west a distance of 93.20 feet to a point; running thence north 84 degrees 50 minutes 00 seconds west a distance of 90.00 feet to a point; running thence north 79 degrees 30 minutes 00 seconds west a distance of 496.00 feet to a point; running thence north 73 degrees 00 minutes 00 seconds west a distance of 259.00 feet to a point; running thence north 61 degrees 05 minutes 02 seconds west a distance of 160.81 feet to a point; running thence north 89 degrees 00 minutes 00 seconds west a distance of 70.00 feet to a point; running thence south 36 degrees 48 minutes 24 seconds west a distance of 145.00 feet to a point; running thence north 53 degrees 11 minutes 36 seconds west a distance of 16.00 feet to a point; running thence along an arc to the left a distance of 67.83 feet to a point (said arc having a radius of 386.05 feet and being subtended by a chord 67.75 feet in length and bearing north 58 degrees 13 minutes 38 seconds west); running thence north 23 degrees 05 minutes 00 seconds east a distance of 117.29 feet to a point; running thence north 89 degrees 45 minutes 00 seconds east a distance of 182.00 feet to a point; running thence north 36 degrees 40 minutes east a distance of 236.0 feet to a point; running thence south 87 degrees 27 minutes 30 seconds east a distance of 104.42 feet to a point; running thence south 73 degrees 05 minutes 00 seconds east a distance of 725.00 feet to a point; running thence south 83 degrees 05 minutes 00 seconds east a distance of 540.00 feet to a point; running thence north 11 degrees 21 minutes 54 seconds east a distance of 222.96 feet to a point; running thence along an arc to the right a distance of 51.79 feet to a point (said arc having a radius of 484.79 feet and being subtended by a chord 51.77 feet in length and bearing north 85 degrees 43 minutes 36 seconds east); running thence south 11 degrees 21 minutes 54 seconds west a distance of 233.03 feet to a point; running thence south 83 degrees 05 minutes 00 seconds east a distance of 212.73 feet to a point; running thence along an arc to the left a distance of 72.97 feet to a point (said arc having a radius of 1,295.54 feet and being subtended by a chord 72.96 feet in length and bearing south 03 degrees 31 minutes 49 seconds west); running thence south 01 degrees 55 minutes 00 seconds west a distance of 46.00 feet to the point of beginning.

TRACT D:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 192, 240, 241, 264, 265, 266 and 311 of the Second District, First Section, Forsyth County, Georgia, being shown as Tract "D" 112.15 acres, upon a survey of The Polo Fields Golf Course and Club Area for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated June 8, 1987, last revised October 12, 1987, to which reference is made, said property being particularly described as follows:

Beginning at a fence corner found at the corner common to Land Lots 265, 266, 311 and 312, said District, Section, County and State; run thence north 89 degrees 35 minutes 39 seconds west, along the southerly lines of said Land Lots 265 and 264, a distance of 1,390.00 feet to a point lying at the center of Cheatan Creek; running thence north 02 degrees 35 minutes 00 seconds west, along the center of said Cheatan Creek, a distance of 268.16 feet to a point; running thence north 89 degrees 00 minutes 00 seconds west a distance of 265.66 feet to a point; running thence north 01 degrees 00 minutes 00 seconds east a distance of 125.00 feet to a point; running thence north 18 degrees 03 minutes 32 seconds west a distance of 70.34 feet to a point; running thence north 25 degrees 13 minutes 34 seconds west a distance of 69.36 feet to a point; running thence north 45 degrees 49 minutes 42 seconds west a distance of 334.45 feet to a point; running thence north 52 degrees 30 minutes 45 seconds west a distance of 124.86 feet to a point;

running thence north 59 degrees 29 minutes 17 seconds west a distance of 246.14 feet to a point; running thence north 23 degrees 50 minutes 32 seconds west a distance of 84.30 feet to a point; running thence south 84 degrees 30 minutes 00 seconds west a distance of 160.00 feet to a point; running thence north 05 degrees 30 minutes 00 seconds west a distance of 131.20 feet to a point; running thence along an arc to the left a distance of 206.80 feet to a point (said arc having a radius of 776.98 feet and being subtended by a chord 206.19 feet in length and bearing north 13 degrees 07 minutes 30 seconds west); running thence north 20 degrees 45 minutes 00 seconds west a distance of 195.00 feet to a point; running thence north 54 degrees 10 minutes 00 seconds east a distance of 195.00 feet to a point; running thence north 41 degrees 35 minutes 38 seconds east a distance of 201.47 feet to a point; running thence north 36 degrees 16 minutes 47 seconds east a distance of 134.48 feet to a point; running thence north 20 degrees 38 minutes 57 seconds east a distance of 144.31 feet to a point; running thence north 04 degrees 27 minutes 50 seconds east a distance of 144.31 feet to a point; running thence north 10 degrees 45 minutes 02 seconds west a distance of 131.13 feet to a point; running thence north 15 degrees 45 minutes 00 seconds west a distance of 200.00 feet to a point; running thence north 24 degrees 20 minutes 15 seconds west a distance of 150.31 feet to a point; running thence north 56 degrees 00 minutes 00 seconds east a distance of 149.71 feet to a point; running thence north 55 degrees 35 minutes 15 seconds east a distance of 191.78 feet to a point; running thence along an arc to the right a distance of 405.29 feet to a point (said arc having a radius of 326.05 feet and being subtended by a chord 379.70 feet and bearing south 88 degrees 48 minutes 11 seconds east); running thence south 53 degrees 11 minutes 36 seconds east a distance of 135.62 feet to a point; running thence along an arc to the left a distance of 87.00 feet to a point (said arc having a radius of 885.84 feet and being subtended by a chord 86.97 feet in length and bearing south 56 degrees 00 minutes 25 seconds east); running thence south 08 degrees 50 minutes 00 seconds east a distance of 272.76 feet to a point; running thence south 76 degrees 55 minutes 00 seconds east a distance of 240.74 feet to a point; running thence south 19 degrees 00 minutes 00 seconds east a distance of 315.00 feet to a point; running thence south 00 degrees 50 minutes 00 seconds east a distance of 70.00 feet to a point; running thence south 09 degrees 35 minutes 00 seconds west a distance of 500.00 feet to a point; running thence south 23 degrees 40 minutes 00 seconds east a distance of 735.00 feet to a point; running thence north 55 degrees 20 minutes 00 seconds east a distance of 540.00 feet to a point; running thence north 69 degrees 45 minutes 00 seconds east a distance of 309.99 feet to a point; running thence south 90 degrees 00 minutes 00 seconds east a distance of 70.05 feet to a point; running thence south 60 degrees 45 minutes 00 seconds east a distance of 78.12 feet to a point; running thence south 09 degrees 40 minutes 00 seconds east a distance of 125.00 feet to a point; running thence south 56 degrees 07 minutes 00 seconds east a distance of 125.00 feet to a point; running thence along an arc to the left a distance of 50.07 feet to a point (said arc having a radius of 450.84 feet and being subtended by a chord 50.04 feet in length and bearing south 31 degrees 29 minutes 06 seconds west); running thence north 56 degrees 07 minutes 00 seconds west a distance of 107.64 feet to a point; running thence south 57 degrees 37 minutes 32 seconds west a distance of 219.29 feet to a point; running thence south 67 degrees 45 minutes 00 seconds west a distance of 395.00 feet to a point; running thence south 61 degrees 30 minutes 00 seconds west a distance of 275.00 feet to a point; running thence south 15 degrees 10 minutes 00 seconds east a distance of 405.00 feet to a point; running thence south 76 degrees 10 minutes 00 seconds east a distance of 690.00 feet to a point; running thence south 38 degrees 57 minutes 13 seconds east a distance of 95.36 feet to a point; running thence south 03 degrees 28 minutes 40 seconds west a distance of 320.00 feet to a point; running thence north 66 degrees 30 minutes 00 seconds east a

distance of 405.97 feet to a point; running thence north 55 degrees 55 minutes 00 seconds east a distance of 210.00 feet to a point; running thence south 88 degrees 10 minutes 00 seconds east a distance of 135.00 feet to a point; running thence south 59 degrees 30 minutes 00 seconds east a distance of 140.00 feet to a point; running thence north 30 degrees 30 minutes 00 seconds east a distance of 300.00 feet to a point; running thence north 11 degrees 00 minutes 00 seconds east a distance of 397.00 feet to a point; running thence south 89 degrees 08 minutes 00 seconds west a distance of 520.00 feet to a point; running thence north 55 degrees 00 minutes 00 seconds west a distance of 288.00 feet to a point; running thence south 85 degrees 40 minutes 00 seconds west a distance of 195.00 feet to a point; running thence along an arc to the right a distance of 315.59 feet to a point (said arc having a radius of 390.84 feet and being subtended by a chord 307.09 feet in length and bearing north 11 degrees 29 minutes 12 seconds east); running thence south 60 degrees 50 minutes 00 seconds east a distance of 325.00 feet to a point; running thence north 26 degrees 40 minutes 00 seconds east a distance of 225.00 feet to a point; running thence south 87 degrees 39 minutes 07 seconds east a distance of 575.95 feet to a point lying on the easterly line of said Land Lot 266; running thence south 00 degrees 56 minutes 20 seconds west, along the easterly lines of Land Lots 266 and 311, a distance of 1,300.17 feet to a point lying in the centerline of Big Creek; running thence in a southwesterly direction, along the centerline of said Big Creek, the following courses and distances:

south 32 degrees 40 minutes 00 seconds west a distance of 370.00 feet, thence south 44 degrees 05 minutes 00 seconds west a distance of 350.00 feet to a point, thence south 49 degrees 30 minutes 00 seconds west a distance of 340.00 feet to a point, thence south 56 degrees 00 minutes 00 seconds west a distance of 185.00 feet to a point, thence south 69 degrees 22 minutes 08 seconds west a distance of 369.16 feet to a point lying on the westerly line of said Land Lot 311;

thence leaving the centerline of Big Creek running north 03 degrees 28 minutes 40 seconds east, along the westerly line of said Land Lot 311, a distance of 1,298.20 feet to the point of beginning.

501



EXHIBIT "C"

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 263 and 264 of the 2nd District, 1st Section, Forsyth County, Georgia, being shown as Sanitary Sewer Treatment Area, 13.50 acres, upon a survey for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated December 30, 1985, last revised October 12, 1987, to which reference is made, said property being particularly described as follows:

Beginning at a fence corner found at the corner common to Land Lot 263, 264, 313 and 314, said District, Section, County and State; thence from said point of beginning running north 00 degrees 45 minutes 09 seconds east, along the westerly line of said Land Lot 264, a distance of 493.36 feet to an iron pin set; running thence north 50 degrees 07 minutes 40 seconds west a distance of 130.0 feet to a point; running thence north 43 degrees 03 minutes 00 seconds east a distance of 152.75 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance of 330.00 feet to a point; running thence south 01 degrees 00 minutes 00 seconds west a distance of 209.62 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance of 276.89 feet to a point; running thence south 01 degrees 00 minutes 00 seconds west a distance of 198.87 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance of 160.00 feet to a point; running thence north 26 degrees 21 minutes 42 seconds east a distance of 83.86 feet to a point; running thence along a arc to the left a distance of 61.24 feet to a point (said arc having a radius of 60.00 feet and being subtended by a chord 58.62 feet in length and bearing north 87 degrees 07 minutes 21 seconds east); running thence south 32 degrees 07 minutes 00 seconds east a distance 47.45 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance 204.00 feet to a point; running thence south 01 degrees 00 minutes 00 seconds west a distance of 38.0 feet to a point; running thence south 89 degrees 00 minutes 00 seconds east a distance of 265.66 feet to a point; running thence south 02 degrees 35 minutes 00 seconds east a distance of 268.16 feet to a point lying on the southerly line of said Land Lot 264; running thence north 89 degrees 35 minutes 39 seconds west a distance of 1,372.68 feet to the fence corner which is the point of beginning.

Big Creek Sanitary Plant Tract

## EASEMENT AGREEMENT

This Easement Agreement is made and entered into this the 1st day of July, 1988, by and between Atlanta Polo, Ltd., a Georgia limited partnership, (hereinafter "Polo"); and Big Creek Utility Company, Inc., a Georgia corporation, (hereinafter "Utility").

## RECITALS:

A. Polo is the owner and developer of a residential subdivision known as Bent Grass at The Polo Fields Subdivision, located in Land Lots 242, 243, 260, 261, 262, 263, 314, 315, 334, 335, 336 and 387 of the 2nd District, 1st Section of Forsyth County, Georgia, which property is more particularly described in Exhibit "A" (hereinafter the "Subdivision").

B. Utility is now in process of constructing an expandable aeration sewage treatment plant ("Treatment Plant") on a tract of land near the Subdivision (hereinafter referred to as the "Utility Property").

C. An integral phase of the operation of the Treatment Plant is (1) the collection of sewage created within structures to be located in the Subdivision and the transfer thereof to the Utility Property for treatment, and (2) the application of the treated effluent ("Effluent") created by the Treatment Plant to certain of the grounds of the Subdivision Property.

D. The area over which the Effluent may be distributed by Utility is limited to that portion of the Subdivision Property particularly identified upon the attached Exhibit "B" (hereinafter the "Subdivision Distribution Property").

E. Polo has determined that the supply of sewage treatment facilities for sewage generated in the Subdivision Property, and the distribution and application of the Effluent to the Subdivision Distribution Property will be beneficial to the operation of the Subdivision.

F. In the course of developing the Subdivision, Polo will at its expense install underground sewer pipes servicing lots in the Subdivision and extending to the Utility Property, and Utility will require easements from Polo for the installation, operation and maintenance of same (the "Sewer Line Easements"). The exact locations of future Sewer Line Easements needed over the Subdivision are not now capable of being determined. Plats of the various development phases of the Subdivision as they are hereafter prepared and placed of record are hereinafter referred to collectively as the "Subdivision Lot Plats".

G. Utility desires to acquire from Polo, and Polo desires to convey to Utility, all necessary Sewer Line Easements and easements over the Subdivision Distribution Property (1) for Effluent distribution lines, and (2) the right to apply and distribute Effluent on the Subdivision Distribution Property, all pursuant to the terms and conditions hereof.

Wherefore, for and in consideration of the mutual covenants and benefits to the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Easements. The following easement rights are created between the Parties:

Page 1

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 11th  
day of July 1988  
At 2:27 o'clock P. M. Recorded in  
Book 415 Page 518  
12 day of July 1988  
Carl McKeith, Clerk  
Ray McKeith  
will pick up

1.01 Subdivision Sewer Line Easements. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity (the "Sewer Line Easements") for installation, maintenance and operation of sanitary sewer lines over those portions of the Subdivision Property described upon the attached Exhibit "A", said easements identified as follows:

- a) Upon the unrecorded plat of Phase Five of The Polo Fields, over, across, under and through such areas as are shown thereon as roadways, sanitary sewer easements, or drainage easements.
- b) Upon any future plat of any future phase of development of the Subdivision Property, over, across, under and through such areas as are shown thereon as roadways, sanitary sewer easements, or drainage easements.

1.02 Effluent Distribution Line Easements Across Subdivision. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity for installation, maintenance and operation of Effluent distribution lines over, through and under only those portions of the Subdivision as may from time to time upon plats be shown as roadways, sanitary sewer easements or drainage easements.

1.03 Effluent Distribution Line Easements Over Subdivision Distribution Property.

1.03.01 Polo hereby grants, bargains, sells and conveys unto Utility perpetual non-exclusive easements over, through, under and across the Subdivision Distribution Property for the purposes of installing, operating and maintaining pipes, lines and related equipment running from the Utility Property over such portions of the Subdivision Distribution Property as may be reasonably necessary to distribute all Effluent produced by the Utility Property onto and over the Subdivision Distribution Property. The distribution lines and points of spray of the Effluent shall be at such locations as may be selected by Utility, subject to the prior approval of Polo, which approval may not be unreasonably withheld or delayed. The within easements shall be limited to thirty (30) feet in width as to each line or spur thereof centered along the selected locations for the distribution lines. Utility agrees to use its best reasonable efforts to avoid destruction of vegetation now located within the easement areas.

1.03.02 Following installation of any pipes, lines or related equipment within the Subdivision Distribution Property, Polo retains the right to relocate at its expense any distribution lines or Effluent distribution points should Polo in its reasonable discretion determine that the then-existing location of such matters interferes with the operation or development of the Subdivision Distribution Property. Such relocation shall be made at such locations and in such manners so as to not unreasonably interfere with the distribution of the Effluent by Utility.

1.03.03 Utility agrees to maintain any pipes, lines and related equipment installed upon the Subdivision Distribution Property in reasonably good operating condition, and will hold Polo harmless from any claims of

third parties made against Polo occasioned directly from failure of Utility to maintain its equipment in reasonably good operating condition.

**1.04 Easement for Distribution of Effluent.** Polo hereby grants, bargains, sells and conveys to Utility an exclusive easement in perpetuity over and across the Subdivision Distribution Property as may be reasonably necessary for Utility to distribute all Effluent produced by the Utility Property generated in the Subdivision Property. Utility retains the right to dispose of its Effluent and other products of the Treatment Plant contemplated to be operated upon the Utility Property through such other means or destinations as it may deem appropriate, the rights granted in this paragraph being intended as exclusively available to Utility but not considered mandatory upon Utility.

**1.05 Easement for Ingress and Egress.** Polo grants to Utility an easement over, through and across all roads in the Subdivision for the purpose of access to and from the Utility Property until such time as such roads are dedicated to and accepted by Forsyth County, Georgia. Such easement rights shall include the right to operate such vehicles and machinery as is necessary to construct, operate and maintain the Utility Property and easements granted in this Agreement, so long as the exercise of such rights does not unnecessarily interfere with the usual and customary activities conducted on the Subdivision Distribution Property nor unnecessarily damage any such property.

**1.06 Abatement of Easements.** The rights granted to Utility in Section 1.06 shall be suspended at any time and for such time as the exercise of such rights, in the final determination of a state department or agency with authority to abate health or environment dangers or hazards poses a danger or threat to the health of persons using, inhabiting or coming into contact with the Subdivision Property or the Subdivision Distribution Property or materially interrupts the customary and usual activities conducted on the Subdivision Property.

**1.07 Performance.** Any work performed by Utility in exercising any of its easement rights hereunder shall be commenced promptly as development of the Subdivision Property reasonably dictates, pursued diligently, performed in a workmanlike manner and any ground or improvements that are disturbed shall be restored as nearly as possible to its condition prior to disturbance.

## **2.0 Miscellaneous.**

**2.01 Applicable Law.** This Agreement shall be governed by and construed under the laws of the state of Georgia.

**2.02 Entire Agreement.** This document contains the entire Agreement of the Parties, and any other agreement or understanding between the Parties not contained herein is superceded hereby.

**2.03 Modification.** This Agreement may be modified only by a writing signed all Parties affected by such modification.

**2.04 Binding Effect; Assignability.** This Agreement shall be binding on the respective successors, assigns and representatives of the Parties. The obligations, rights and duties of the Parties hereunder which relate to property

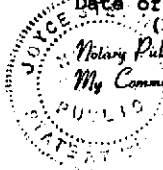
BIG CREEK UTILITY COMPANY, INC.

BY: *David Chatham*  
(S. David Chatham, President)



*Alvin P. Nash*  
Witness

*Joyce C. Stephens*  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Date of Execution by Notary: \_\_\_\_\_  
(NOTARY SEAL)



Notary Public, Georgia State at Large  
My Commission Expires Nov. 7, 1988

identified herein may be transferred and assigned to any transferees of such property without the consent of the other Parties.

2.05 The rights granted to Utility contained in this agreement are to be appurtenances to the Utility Property, and shall run as such an appurtenance with title to the Utility Property unless otherwise stated in any conveyance of such Utility Property. The rights granted to Utility contained in this agreement shall also be independently assignable to any other party or entity in the sole discretion of Utility.

2.06 Notice and Right to Cure Defaults. The breach, or alleged breach, by Utility of any of its obligations contained herein shall not constitute a default under this Agreement unless and until the parties to this Agreement alleging such default shall give written notice thereof to Utility in the manner provided hereinafter, and Utility shall be given a reasonable time thereafter in which to cure such alleged event of default. All notices provided or allowed herein shall be given in writing by Certified Mail, Return Receipt Requested, at the address given by the Secretary of State of Georgia for the Registered Agent of the party or the parties general partner, as appropriate, and shall be effective upon receipt thereof by such addressee.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATLANTA POLO, LTD.

BY: CHATHAM COMMUNITIES, INC.,  
GENERAL PARTNER

BY: *[Signature]*  
(Y. David Chatham, President)

(CORPORATE SEAL)

*[Signature]*  
Witness

*[Signature]*  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Date of Execution by Notary: \_\_\_\_\_  
(NOTARY SEAL)  
My Commission Expires Nov. 7, 1988





EXHIBIT "A"

TRACT I:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 242 and 263 of the Second District, First Section, Forsyth County, Georgia, being shown as 6.613 acres upon a survey for Atlanta Polo, Ltd., Fulton Federal Savings and Loan Association, and Chicago Title Insurance Company, dated June 27, 1988, made by Bates-Long & Associates, to which reference is made, said property being particularly described as follows:

Beginning at an iron pin found at the corner common to Land Lots 263, 264, 313 and 314, said District, Section, County and State; thence from said point of beginning running south 89 degrees 05 minutes 00 seconds west, along the southerly line of said Land Lot 263, a distance of 156.73 feet to a point lying on the northeasterly line of the 30 foot right of way of Majors Road; running thence in a northwesterly direction, along the northeasterly line of the aforesaid right of way of Majors Road, the following courses and distances:

north 26 degrees 00 minutes 27 seconds west a distance of 93.21 feet to a point, thence north 26 degrees 55 minutes 43 seconds west a distance of 376.73 feet to a point, thence north 29 degrees 09 minutes 23 seconds west a distance of 274.88 feet to a point, thence north 28 degrees 39 minutes 45 seconds west a distance of 218.50 feet to a point, thence north 30 degrees 01 minutes 54 seconds west a distance of 76.89 feet to a point, thence north 33 degrees 38 minutes 44 seconds west a distance of 72.74 feet to a point, thence north 38 degrees 42 minutes 30 seconds west a distance of 186.03 feet to a point, thence north 40 degrees 35 minutes 57 seconds west a distance of 70.64 feet to a point, thence north 43 degrees 55 minutes 02 seconds west a distance of 75.27 feet to a point, thence north 46 degrees 08 minutes 21 seconds west a distance of 72.76 feet to a point, thence north 48 degrees 45 minutes 07 seconds west a distance of 74.84 feet to a point, thence north 52 degrees 31 minutes 28 seconds west a distance of 79.47 feet to a point, thence north 59 degrees 02 minutes 12 seconds west a distance of 84.07 feet to an iron pin found;

thence leaving the right of way of Majors Road running south 71 degrees 21 minutes 08 seconds east a distance of 72.19 feet to an iron pin found; running thence south 50 degrees 07 minutes 33 seconds east a distance of 1,410.04 feet to an iron pin found lying on the easterly line of said Land Lot 263; running thence south 00 degrees 44 minutes 52 seconds west, along the easterly line of said Land Lot 263, a distance of 493.41 feet to the iron pin which is the point of beginning.

Small Residential Tract

TRACT II:

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 243, 260, 261, 262, 263, 314, 315, 334, 335, 336, and 387 of the Second District, First Section, Forsyth County, Georgia, being shown as 294.360 acres upon a survey for Atlanta Polo, Ltd., Fulton Federal Savings and Loan Association, and Chicago Title Insurance Company, dated June 27, 1988, made by Bates-Long & Associates, to which reference is made, said property being particularly described as follows:

Beginning at an oak tree stump lying at the corner common to said Land Lots 243, 244, 261 and 262, said District, Section, County and State; thence from said point of beginning running north 00 degrees 28 minutes 28 seconds east a distance of 87.12 feet to an iron pin set; running thence north 60 degrees 54 minutes 28 seconds east a distance of 935.00 feet to an iron pin set; running thence north 46 degrees 29 minutes 28 seconds east a distance of 205.96 feet to an iron pin set lying on the southwesterly line of the 30 foot right of way of Majors Road; running thence along the southwesterly, thence westerly, thence southwesterly line of the 30 foot right of way of Majors Road, the following courses and distances:

south 45 degrees 11 minutes 18 seconds east a distance of 91.09 feet to a point, thence south 44 degrees 22 minutes 53 seconds east a distance of 291.71 feet to a point, thence south 44 degrees 58 minutes 55 seconds east a distance of 103.72 feet to a point, thence south 51 degrees 14 minutes 53 seconds east a distance of 69.69 feet to a point, thence south 56 degrees 48 minutes 49 seconds east a distance of 77.77 feet to a point, thence south 59 degrees 54 minutes 17 seconds east a distance of 243.47 feet to a point, thence south 59 degrees 03 minutes 30 seconds east a distance of 82.72 feet to a point, thence south 52 degrees 29 minutes 00 seconds east a distance of 76.51 feet to a point, thence south 48 degrees 44 minutes 36 seconds east a distance of 73.14 feet to a point, thence south 46 degrees 07 minutes 59 seconds east a distance of 71.84 feet to a point, thence south 43 degrees 54 minutes 30 seconds east a distance of 73.83 feet to a point, thence south 40 degrees 34 minutes 46 seconds east a distance of 68.98 feet to a point, thence south 38 degrees 43 minutes 01 seconds east a distance of 184.02 feet to a point, thence south 33 degrees 37 minutes 43 seconds east a distance of 71.00 feet to a point, thence south 30 degrees 00 minutes 28 seconds east a distance of 75.63 feet to a point, thence south 28 degrees 39 minutes 38 seconds east a distance of 218.15 feet to a point, thence south 29 degrees 09 minutes 27 seconds east a distance of 274.05 feet to a point, thence south 26 degrees 55 minutes 40 seconds east a distance of 376.08 feet to a point, thence south 26 degrees 00 minutes 31 seconds east a distance of 321.27 feet to a point, thence south 21 degrees 20 minutes 18 seconds east a distance of 101.30 feet to a point, thence south 08 degrees 21 minutes 26 seconds east a distance of 62.23 feet to a point, thence south 03 degrees 29 minutes 47 seconds east a distance of 50.72 feet to a point, thence south 00 degrees 57 minutes 56 seconds east a distance of 1,466.85 feet to a point, thence south 00 degrees 13 minutes 04 seconds east a distance of 86.92 feet to a point, thence south 15 degrees 20 minutes 21 seconds east a distance of 72.61 feet to a point, thence south 29 degrees 35 minutes 57 seconds east a distance of 58.43 feet to a point, thence south 38 degrees 35 minutes 32 seconds east a distance of 114.43 feet to a point, thence south 39 degrees 00 minutes 50 seconds east a distance of 142.80 feet to a point, thence south 41 degrees 08 minutes 13 seconds east a distance of 286.23 feet to a point, thence south 39 degrees 07 minutes 17 seconds east a distance of 119.48 feet to a point, thence south 37 degrees 57 minutes 55 seconds east a distance of 63.03 feet to a point, thence south 33 degrees 56 minutes 09 seconds east a distance of 58.12 feet to a point, thence south 30 degrees 09 minutes 53 seconds east a distance of 60.63 feet to a point lying on the southerly line of said Land Lot 336;

thence leaving the right of way of Majors Road running north 89 degrees 46 minutes 02 seconds west, along the southerly lines of

said Land Lots 336, 335, and 334, a distance of 2,352.46 feet to a point lying at the center line of Big Creek; running thence along the center line of Big Creek the following courses and distances:

south 72 degrees 03 minutes 37 seconds west a distance of 479.68 feet to a point, thence south 65 degrees 21 minutes 00 seconds west a distance of 73.22 feet to a point, thence south 39 degrees 07 minutes 00 seconds west a distance of 84.00 feet to a point, thence south 54 degrees 23 minutes 44 seconds west a distance of 243.12 feet to a point, thence south 37 degrees 40 minutes 18 seconds west a distance of 225.37 feet to a point, thence south 23 degrees 58 minutes 34 seconds west a distance of 120.83 feet to a point, thence south 10 degrees 34 minutes 24 seconds west a distance of 34.26 feet to a point, thence south 10 degrees 50 minutes 27 seconds west a distance of 125.03 feet to a point, thence south 10 degrees 50 minutes 27 seconds west a distance of 146.79 feet to a point lying at the intersection of the center line of Big Creek with the westerly line of said Land Lot 387;

thence leaving the center line of Big Creek running north 00 degrees 52 minutes 45 seconds east, along the westerly line of said Land Lot 387, a distance of 978.63 feet to a fence corner lying at the corner common to Land Lots 333, 334, 387 and 388; running thence north 00 degrees 52 minutes 45 seconds east, along the westerly lines of said Land Lots 334 and 315, a distance of 2,737.33 feet to an iron pin set at the corner common to said Land Lots 261, 262, 315 and 316; running thence north 89 degrees 42 minutes 49 seconds west, along the southerly line of said Land Lot 261, a distance of 1,132.74 feet to an iron pin lying at the corner common to said Land Lots 260, 261, 316 and 317; running thence north 52 degrees 43 minutes 38 seconds west a distance of 319.27 feet to an iron pin found lying on the southeasterly line of the 80 foot right of way of State Route No. 371; running thence in a northeasterly direction, along the southeasterly line of the aforesaid right of way of State Route No. 371, the following courses and distances:


north 39 degrees 07 minutes 00 seconds east a distance of 129.81 feet to a point, thence north 38 degrees 18 minutes 40 seconds east a distance of 88.63 feet to a point, thence north 37 degrees 27 minutes 46 seconds east a distance of 329.61 feet to a point, thence north 37 degrees 03 minutes 38 seconds east a distance of 779.95 feet to an iron pin set lying at the intersection of the southeasterly line of the aforesaid right of way of State Route No. 371 with the northerly line of said Land Lot 261;

thence leaving the right of way of State Route No. 371 running north 87 degrees 46 minutes 31 seconds east, along the northerly line of said Land Lot 261, a distance of 578.53 feet to the oak tree stump which is the point of beginning.

Large Residential Tract

EXHIBIT "B"

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 261, 262, 314, 315, 334, 335, and 387 of the 2nd District, 1st Section, Forsyth County, Georgia, being shown as "Flood Hazard Area", 100 year flood plain, upon that certain survey for Atlanta Polo, Ltd., et. al., made by Bates-Long & Associates, dated June 27, 1988, and recorded in the office of the Clerk of the Superior Court of Forsyth County, Georgia, at Plat Book \_\_\_\_\_, Page \_\_\_\_\_, to which reference is made for the more particular location and dimensions of said property.



**RIGHT-OF-WAY EASEMENT**

GEORGIA, FORSYTH CO.  
Clarks Office Superior Court  
Filed for record on the 22nd  
day of July 1988  
At 1:00 o'clock P.M. Recorded in  
Book 417 Page 4, this  
22 day of July 1988  
Paul H. Smith, Clerk

STATE OF GEORGIA,  
Forsyth COUNTY.

In consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, the undersigned Atlanta Polo, Ltd. (name) whose Post Office Address is \_\_\_\_\_ do hereby grant unto **SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, whose Post Office Address is Cumming, Georgia, and to its successors or assigns, the right, privilege and easement to go in, upon, along and across the tract of land owned by the undersigned in Land Lot No. 191, 241, 253, & 264 of the 2nd District, 1st Section of Forsyth County, State of Georgia, said lands being bounded as follows:

on the North by lands of For the purpose of providing service to all lots  
on the South by lands of within Polo Fields - Phase 4  
on the East by lands of \_\_\_\_\_  
on the West by lands of 64-01

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, there to or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said \_\_\_\_\_ has/have hereunto set  
\_\_\_\_\_ hand and seal, this 9 day of May 1988

Signed, sealed and delivered in the presence of:

Notary Public, Georgia, State at Large  
My Commission Expires Oct. 1, 1988  
Witness  
Notary Public

(sign here) \_\_\_\_\_ (L.S.)  
(title) \_\_\_\_\_ (L.S.)  
(sign here) \_\_\_\_\_ (L.S.)  
(title) \_\_\_\_\_

Place Corporate Seal Here

RIGHT-OF-WAY EASEMENT

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 29  
day of November, 1988  
At 9:30 clock A.M. Recorded in  
Book 430 Page 26, this  
29<sup>th</sup> day of Nov., 1988  
Carol McNamee, Clerk

STATE OF GEORGIA,  
Forsyth COUNTY.

In consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, the undersigned Atlanta Polo, Ltd. (name) whose Post Office Address is \_\_\_\_\_ do hereby grant unto **SAWNEE ELECTRIC MEMBERSHIP CORPORATION**, whose Post Office Address is Cumming, Georgia, and to its successors or assigns, the right, privilege and easement to go in, upon, along and across the tract of land owned by the undersigned in Land Lot No. 242, 243 of the 2nd District, 1st Section of Forsyth County, State of Georgia, said lands being bounded as follows:  
on the North by lands of For the purpose of providing electric service to all  
on the South by lands of lots within Polo Fields - Phase 5  
on the East by lands of \_\_\_\_\_  
on the West by lands of 64-01,02

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, there-to or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, trans-formers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements herein-before set out.

Said Corporation shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Undersigned has/have hereunto set  
hand and seal, this 11 day of November, 1988

Signed, sealed and delivered in the presence of:  
Richard D. Freeman Witness  
Richard D. Freeman Notary Public  
Notary Public, Jackson County, Georgia  
My Commission Expires Oct. 2, 1993

Roy B. Mitchell (L.S.)  
W. B. Mitchell (L.S.)  
Place Corporate Seal Here

SECOND EASEMENT AGREEMENT

This Easement Agreement is made and entered into this the 29th day of November, 1988, by and between Atlanta Polo, Ltd., a Georgia limited partnership, (hereinafter "Polo"); and Big Creek Utility Company, Inc., a Georgia corporation, (hereinafter "Utility").

RECITALS:

A. Polo is the owner and developer of real property located in Land Lots 190, 191, 242 and 243 of the 2nd District, 1st Section of Forsyth County, Georgia, which property is more particularly described in Exhibit "A" (hereinafter the "Polo Field").

B. Utility is now in process of constructing an expandable aeration sewage treatment plant ("Treatment Plant") on a tract of land near the Polo Field, which property is described in Exhibit "B" attached hereto (hereinafter, the Exhibit "B" property, as it may from time to time be improved, is referred to as the "Utility Property").

C. An integral phase of the operation of the Treatment Plant is (1) the collection of sewage created within structures to be located on adjacent property of Polo known as The Polo Fields Subdivision (hereinafter the "Subdivision") and the transfer thereof to the Utility Property for treatment, and (2) the application of the treated effluent ("Effluent") created by the Treatment Plant to the grounds of the Polo Field.

D. In the course of developing the Subdivision, Polo will at its expense install underground sewer pipes servicing lots in the Subdivision and extending to the Utility Property, and Utility will require easements from Polo for the installation, operation and maintenance of same (the "Sewer Line Easements"). The exact locations of Sewer Line Easements needed over the Polo Field are not now capable of being determined.

E. Polo has determined that the operation of the Treatment Plant will be of benefit to Polo in facilitating the treatment of sewage generated from the structures to be constructed within the Subdivision.

F. Utility desires to acquire from Polo, and Polo desires to convey to Utility, all necessary Sewer Line Easements and other specified easements over the Polo Field (1) for location of Effluent distribution lines, and (2) the right to apply and distribute Effluent on the grounds of the Polo Field, all pursuant to the terms and conditions hereof.

Wherefore, for and in consideration of the mutual covenants and benefits to the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 Easements. The following easement rights are created between the Parties:

1.01 Sewer Line Easements. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity (the "Sewer Line Easements") for installation, maintenance and operation of sanitary sewer lines over portions of the Polo Field at such locations and having such dimensions as may from time to time be required by Utility to adequately provide sewage treatment capacity to the Subdivision as development thereof occurs, which locations must have the approval of Polo, which approval may not be unreasonably withheld, conditioned or delayed.

1.02 Effluent Distribution Line Easements Across Polo Field. Polo hereby grants, bargains, sells and conveys unto Utility non-exclusive easements in perpetuity for installation, maintenance and operation of Effluent distribution lines over, through and under all portions of the

Page 1

GEORGIA, FORSYTH CO.  
Clerks Office Superior Court  
Filed for record on the 29  
day of Dec, 1988  
At 2:00 o'clock P.M. Recorded in  
Book 432 Page 610-611  
22 day of Dec, 1988  
Cand. Nelson, Clerk

JO - [Signature]  
Roy Mitchell



Polo Field at such locations and having such dimensions as may from time to time be required by Utility to adequately distribute Effluent from the Treatment Plant over the Polo Field, which Locations must have the approval of Polo, which approval may not be unreasonably withheld, conditioned or delayed.

1.02.01 Following installation of any pipes, lines or related equipment within the Polo Field, Polo retains the right to relocate at its expense any distribution lines or Effluent distribution points should Polo in its reasonable discretion determine that the then-existing location of such lines interferes with the operation or development of the Polo Field. Such relocation shall be made at such locations and in such a way so as to not unreasonably interfere with the distribution of the Effluent by Utility.

1.02.02 Utility agrees to maintain any pipes, lines and related equipment installed upon the Polo Field in reasonably good operating condition, and will hold Polo harmless from any claims of third parties made against Polo occasioned directly from failure of Utility to maintain its equipment in reasonably good operating condition.

1.03 Easement for Distribution of Effluent. Polo hereby grants, bargains, sells and conveys to Utility an exclusive easement in perpetuity over and across the Polo Field as may be reasonably necessary for Utility to distribute Effluent produced by Utility. Utility retains the right to dispose of its Effluent and other products of the Treatment Plant contemplated to be operated upon the Utility Property through such other means or destinations as it may deem appropriate, the rights granted in this paragraph being intended as exclusively available to Utility but not considered mandatory upon Utility.

1.04 Easement for Ingress and Egress. Polo grants to Utility an easement over, through and across the Polo Field for the purpose of access to and from the Utility Property. Such easement rights shall include the right to operate such vehicles and machinery as is necessary to construct, operate and maintain the easements granted in this Agreement, so long as the exercise of such rights does not unnecessarily interfere with the usual and customary activities conducted on the Polo Field nor unnecessarily damage any such property.

1.05 Abatement of Easements. The rights granted to Utility in Section 1.03 shall be suspended at any time and for such time as the exercise of such rights, in the final determination of a state department or agency with authority to abate health or environment dangers or hazards, poses a danger or threat to the health of persons using, inhabiting or coming into contact with the Polo Field or materially interrupts the customary and usual activities conducted on the Polo Field.

1.06 Performance. Any work performed by Utility in exercising any of its easement rights hereunder shall be commenced promptly as development of the Subdivision reasonably dictates, pursued diligently, performed in a workmanlike manner and any ground or improvements that are disturbed shall be restored as nearly as possible to its condition prior to disturbance.

## 2.0 Miscellaneous.

2.01 Applicable Law. This Agreement shall be governed by and construed under the laws of the state of Georgia.

2.02 Entire Agreement. This document contains the entire Agreement of the Parties, and any other agreement or understanding between the Parties not contained herein is superceded hereby.

2.03 Modification. This Agreement may be modified only by a writing signed all original Parties hereto.

2.04 Binding Effect; Assignability. This Agreement shall be binding on the respective successors, assigns and representatives of the Parties. The obligations, rights and duties of the Parties hereunder which relate to property identified herein may be transferred and assigned to any transferees of such property without the consent of the other Parties.

2.05 The rights granted to Utility contained in this agreement are to be appurtenances to the Utility Property, but shall run as such an appurtenance with title to the Utility Property only if stated in any conveyance of such Utility Property. The rights granted to Utility contained in this agreement shall also be independently assignable to any other party or entity in the sole discretion of Utility.

2.06 Notice and Right to Cure Defaults. The breach, or alleged breach, by Utility of any of its obligations contained herein shall not constitute a default under this Agreement unless and until the parties to this Agreement alleging such default shall give written notice thereof to Utility in the manner provided hereinafter, and Utility shall be given a reasonable time thereafter in which to cure such alleged event of default. All notices provided or allowed herein shall be given in writing by Certified Mail, Return Receipt Requested, at the address given by the Secretary of State of Georgia for the Registered Agent of the party or the party's general partner, as appropriate, and shall be effective upon receipt thereof by such addressee.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATLANTA POLO, LTD.

BY: CHATHAM COMMUNITIES, INC.,  
GENERAL PARTNER

BY: J. David Chatham  
(J. David Chatham, President)

(CORPORATE SEAL)

Richard D. Freeman  
Witness

Richard D. Freeman  
Notary Public

My Commission Expires: My Commission Expires Oct 2, 1992  
Date of Execution by Notary: 12/22/88  
(NOTARY SEAL)

BIG CREEK UTILITY COMPANY, INC.

BY: J. David Chatham  
(J. David Chatham, President)

(CORPORATE SEAL)

Richard D. Freeman  
Witness

Richard D. Freeman  
Notary Public

My Commission Expires: My Commission Expires Oct 2, 1992  
Date of Execution by Notary: 12/22/88  
(NOTARY SEAL)

EXHIBIT "A"

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 190, 191, 242 and 243 of the 2nd District, 1st Section, Forsyth County, Georgia, said property being particularly described as follows:

TO ARRIVE AT THE POINT OF BEGINNING, commence at the point of intersection of the southeasterly line of the 80 foot right of way of State Route No. 371 with the northeasterly line of the 30 foot right of way of Majors Road; run thence in a southeasterly direction, along the curving northeasterly line of the aforesaid right of way of Majors Road, a distance of 382.30 feet to a point; thence leaving the right of way of Majors Road running north 37 degrees 50 minutes 00 seconds east a distance of 240.33 feet to a point, WHICH POINT IS THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; thence from said point of beginning running north 37 degrees 50 minutes 00 seconds east a distance of 540.00 feet to a point; running thence south 52 degrees 10 minutes 00 seconds east a distance of 1270.00 feet to a point; running thence south 37 degrees 50 minutes 00 seconds west a distance of 540.00 feet to a point; running thence north 52 degrees 10 minutes 00 seconds west a distance of 1270.00 feet to the point of beginning; all as shown on a survey for Atlanta Polo, Ltd., made by Bates-Long & Associates, dated November 28, 1988, recorded in the office of the Clerk of the Superior Court of Forsyth County, Georgia, at Plat Book 29, Page 116.



Doc ID: 016261190008 Type: GLR  
Recorded: 01/09/2018 at 11:50:04 AM  
Fee Amt: \$30.00 Page 1 of 8  
Forsyth County, GA  
Greg G. Allen Clerk Superior Ct  
BK **8445** PG **490-497**

After recording please return to:  
Trinity Title Insurance Agency, Inc.  
P.O. Box 1828  
Decatur, GA 30031-1828  
TTIA file 63815.08

*RM*

Cross Reference To:  
Deed Book 432, Page 610  
Deed Book 556, Page 260  
Deed Book 1026, Page 175  
Forsyth County, Georgia records

## AGREEMENT REGARDING TERMINATION OF EASEMENTS AND RIGHTS

**THIS AGREEMENT REGARDING TERMINATION OF EASEMENTS AND RIGHTS** (this "Agreement") dated and effective as of January 8, 2018 (the "Effective Date"), made and entered into by and between **KIMBERLY J. DOMENICONE AND MICHAEL S. DOMENICONE, AS CO-ADMINISTRATORS OF THE ESTATE OF PASCO MICHAEL DOMENICONE, DECEASED** (the "Estate"), **KIMBERLY J. DOMENICONE and MICHAEL S. DOMENICONE**, as tenants in common ("Kimberly and Michael Domenicone", and together with the Estate, the "Domenicones"), on the one hand, and **BIG CREEK UTILITY COMPANY, INC.**, a Georgia corporation "Big Creek Utility"), on the other hand. For purposes of recording in the Forsyth County, Georgia deed records, Big Creek Utility Company, Inc. shall be the "Grantor" and Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, Deceased shall be a "Grantee", Kimberly J. Domenicone shall be a "Grantee," and Michael S. Domenicone shall be a "Grantee".

### WITNESSETH:

WHEREAS, the Estate is the owner of certain real property located in Forsyth County, Georgia (the "Polo Fields Property"), more particularly described in Exhibit "A" attached hereto;

WHEREAS, Kimberly and Michael Domenicone are the owners of certain real property, located in Forsyth County, Georgia (the "Horse Stables Property"), more particularly described in Exhibit "B" attached hereto;

WHEREAS, Big Creek Utility is the owner and holder of the easements and rights granted and conveyed in that certain Second Easement Agreement by and between Atlanta Polo, Ltd and Big Creek Utility, dated November 29, 1988, and recorded in Deed Book 432, Page 610, Forsyth County, Georgia deed records (the "Second Easement Agreement"), which easements and rights burden and encumber all or a portion of the Polo Fields Property and/or the Horse

Stables Property;

WHEREAS, Big Creek Utility is the owner and holder of the easements, easement rights, covenants, enforcement rights, approval rights, protections and other benefits granted to or retained by Atlanta Polo, Ltd. in that certain Limited Warranty Deed to P.D. Investments, Inc., dated August 21, 1991, recorded in Deed Book 547, Page 743, aforesaid records, as transferred, conveyed and assigned by Atlanta Polo, Ltd to Fairgreen Capital, L.P. in Warranty Deed dated September 30, 1991, recorded in Deed Book 553, Page 376, aforesaid records, as further transferred, conveyed and assigned by Fairgreen Capital, L.P. to Big Creek Utility in that certain Quitclaim Deed dated October 9, 1991 and recorded in Deed Book 556, Page 260, aforesaid records, and as affected by that certain Quitclaim Deed from Big Creek Utility to P.D. Investments, Inc., dated September 11, 1996, and recorded in Book 1025, Page 505, aforesaid records (collectively, the "Atlanta Polo Easements and Rights"); the Atlanta Polo Easements and Rights burden and encumber all or a portion of the Polo Fields Property and/or the Horse Stables Property;

WHEREAS, Big Creek Utility is the owner and holder of the easements and rights granted and conveyed in that certain Declaration of Easements by and between P.D. Investments, Inc. and Big Creek Utility, dated September 11, 1996, and recorded in Deed Book 1026, Page 175, aforesaid records (the "Declaration of Easements"), which easements and rights burden and encumber all or a portion of the Polo Fields Property and/or the Horse Stables Property; and

WHEREAS, the Domenicones desire Big Creek Utility to limit or terminate these easements and rights, and Big Creek Utility desires to limit or terminate these easements and rights, all pursuant to the terms of this Agreement.

WHEREAS, this Agreement is being executed pursuant to that certain Settlement Agreement by and between Big Creek Utility Company, Inc. and Fairgreen Capital, LLC, on the one hand, and Kimberly J. Domenicone and Michael S. Domenicone, as Co-Administrators of the Estate of Pasco Michael Domenicone, deceased, on the other hand, dated May 9, 2017, that was entered into in connection with litigation currently pending in the Superior Court of Forsyth County, Georgia and being Civil Action File No. 06-CV-2015 (the "Settlement Agreement").

NOW, THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to Big Creek Utility by the Domenicones (each of whom, for itself and its successors-in-interest hereunder, is herein called a "Party", and both of whom, for themselves and their respective successors-in-interest, are herein called the "Parties"), and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereto do hereby agree as follows:

#### PART I. PRELIMINARY MATTERS

1.1 Purpose and Binding Effect. It is intended and understood that this Agreement shall run with the title to the Polo Fields Property and the Horse Stables Property and shall be binding upon and inure to the benefit of the owners of such properties and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns, and shall also be binding upon the successors and assigns of Big Creek Utility.

1.2 Miscellaneous. The Parties hereto do hereby acknowledge and agree that:

(a) The headings or titles of the sections and subsections of this Agreement are for descriptive purposes only and shall have no effect upon the construction or interpretation of any part of this Agreement;

(b) If any provision of this Agreement, or the application of such provision to any Party, shall be held to be invalid by any court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to any Party or circumstance, other than the Party or circumstance to which it is held invalid, shall not be affected thereby;

(c) Any amendment to this Agreement shall be in writing and shall be executed by all Parties, and shall be duly recorded in the Forsyth County, Georgia deed records;

(d) Each of the exhibits referred to herein and attached hereto shall be and are hereby incorporated herein by this reference, in the same manner and with the same effect as if fully set forth herein at each place where reference is made thereto;

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia; and

(f) This Agreement may be executed in multiple counterparts which shall be construed together as one instrument.

PART II. TERMINATION OF EASEMENTS AND RIGHTS

2.1 Second Easement Agreement.

(a) Warranties and Representations of Big Creek Utility. Big Creek Utility does hereby warrant and represent to the Domenicones as follows: (i) that it is the owner and holder of the easements and rights granted and conveyed in the Second Easement Agreement, (ii) that, except as expressly set forth in the Settlement Agreement, it has not previously transferred, assigned or encumbered any of the easements and rights granted and conveyed in the Second Easement Agreement, and (iii) to the actual knowledge of Big Creek Utility, after due investigation, the Second Easement Agreement has not been modified or amended, except pursuant to documents recorded in the Forsyth County, Georgia deed records, if any.

(b) Sewer Line Easements. With respect to the "Sewer Line Easements" granted and conveyed to Big Creek Utility in Section 1.01 of the Second Easement Agreement, Big Creek Utility does hereby covenant and agree as follows: (i) it will contain its right of ways and easement rights to those certain lines and sanitary sewer facilities that are currently located on the Polo Fields Property and on the Horse Stables Property pursuant to the Second Easement Agreement, and (ii) that it will use commercially reasonable efforts to work with the Domenicones and other owners of all or any portion of the Polo Fields Property and/or the Horse Stables Property to relocate any lines or facilities that may interfere with the planned development of such property, any such relocation to be at the expense of the owner of such property.

(c) Effluent Distribution Line Easements. With respect to the easements and rights granted and conveyed to Big Creek Utility in Section 1.02 of the Second Easement Agreement, Big Creek Utility does hereby terminate, remise and release the easements and the rights created thereby.

(d) Easement for Distribution of Effluent. With respect to the easements and rights granted and conveyed to Big Creek Utility in Section 1.03 of the Second Easement Agreement, Big Creek Utility does hereby terminate, remise and release the easements and the rights created thereby.

(e) Easement for Ingress and Egress. With respect to the easements and rights granted and conveyed to Big Creek Utility in Section 1.04 of the Second Easement Agreement, Big Creek Utility does hereby terminate, remise and release the easements and the rights created thereby, except to the extent such easements and rights pertain to the "Sewer Line Easements", as contained and limited in Section 2.1(b) above.

(f) Ratification of Second Easement Agreement. Big Creek Utility and the Domenicones agree that, except as amended hereby, the Second Easement Agreement remains in full force and effect.

## 2.2 Atlanta Polo Easements and Rights.

(a) Warranties and Representations of Big Creek Utility. Big Creek Utility does hereby warrant and represent to the Domenicones as follows: (i) that it is the owner and holder of the Atlanta Polo Easements and Rights, (ii) that, except as expressly set forth in the Settlement Agreement, it has not previously transferred, assigned or encumbered any of the Atlanta Polo Easements and Rights, and (iii) to the actual knowledge of Big Creek Utility, after due investigation, the Atlanta Polo Easements and Rights have not been modified or amended, except pursuant to documents recorded in the Forsyth County, Georgia deed records, if any.

(b) Termination of Atlanta Polo Easements and Rights. Big Creek Utility does hereby terminate, remise and release the Atlanta Polo Easements and Rights.

## 2.3 Declaration of Easements.

(a) Warranties and Representations of Big Creek Utility. Big Creek Utility does hereby warrant and represent to the Domenicones as follows: (i) that it is the owner and holder of the easements and rights granted and conveyed in the Declaration of Easements, (ii) that it has not previously transferred, assigned or encumbered any of the Atlanta Polo Easements and Rights, and (iii) to the actual knowledge of Big Creek Utility, after due investigation, the Atlanta Polo Easements and Rights have not been modified or amended, except pursuant to documents recorded in the Forsyth County, Georgia deed records, if any.

(b) Termination of Atlanta Polo Easements and Rights. Big Creek Utility does hereby terminate, remise and release the Atlanta Polo Easements and Rights.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument under seal, as of the date first above written.



**As to Kimberly J. Domenicone:**

Signed, sealed and delivered  
in the presence of:

*Natasha Boyd*  
*Suzanne L. Putt*  
Suzanne L. Putt  
NOTARY PUBLIC  
April 17th, 2021  
Expires  
Fulton County Georgia  
[AFFIX NOTARIAL SEAL & STAMP]

**As to Michael S. Domenicone**

Signed, sealed and delivered  
in the presence of:

*Natasha Boyd*  
*Suzanne L. Putt*  
Suzanne L. Putt  
NOTARY PUBLIC  
April 17th, 2021  
Expires  
Fulton County Georgia  
[AFFIX NOTARIAL SEAL & STAMP]

Signed, sealed and delivered  
in the presence of:

Witness

Notary Public

[AFFIX NOTARIAL SEAL & STAMP]

**ESTATE:**

*Kimberly J. Domenicone* (SEAL)

Kimberly J. Domenicone, as Co-  
Administrator of the Estate of Pasco  
Michael Domenicone, Deceased

*Michael S. Domenicone* (SEAL)

Michael S. Domenicone, as Co-  
Administrator of the Estate of Pasco  
Michael Domenicone, Deceased

**KIMBERLY AND MICHAEL  
DOMENICONE**

*Kimberly J. Domenicone* (SEAL)

Kimberly J. Domenicone, Individually

*Michael S. Domenicone* (SEAL)

Michael S. Domenicone, Individually

**BIG CREEK UTILITY**

Big Creek Utility Company, a Georgia  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[AFFIX NOTARIAL SEAL & STAMP]

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

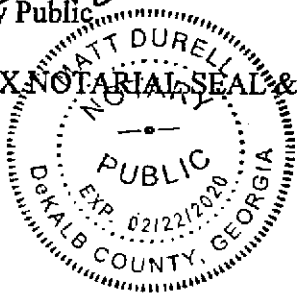
[AFFIX NOTARIAL SEAL & STAMP]

Signed, sealed and delivered  
in the presence of:

James D. Byrd  
Witness

Matt Durell  
Notary Public

[AFFIX NOTARIAL SEAL & STAMP]



**ESTATE:**

\_\_\_\_\_(SEAL)  
Kimberly J. Domenicone, as Co-  
Administrator of the Estate of Pasco  
Michael Domenicone, Deceased

\_\_\_\_\_(SEAL)  
Michael S. Domenicone, as Co-  
Administrator of the Estate of Pasco  
Michael Domenicone, Deceased

**KIMBERLY AND MICHAEL  
DOMENICONE**

\_\_\_\_\_(SEAL)  
Kimberly J. Domenicone, Individually

\_\_\_\_\_(SEAL)  
Michael S. Domenicone, Individually

**BIG CREEK UTILITY**

Big Creek Utility Company, a Georgia  
corporation

By: Willis B. Jones  
Name: WILLIS B. JONES  
Title: VP

(CORPORATE SEAL)

## EXHIBIT A

(Polo Fields – Polo Golf & Country Club)

ALL THAT TRACT OR PARCEL OF LAND situated, lying and being in Land Lots 190, 191, 242 and 243, 2nd District, 1st Section, Forsyth County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the northerly right-of-way line of Majors Road (a 30-foot right-of-way) with the southeasterly right-of-way line of State Route 371 (an 80-foot right-of-way); running thence along said northerly right-of-way line of Majors Road in a generally southerly direction and following the curvature thereof 382.3 feet to THE TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS TRUS ESTABLISHED, leaving said right-of-way, run thence North 37° 50' 00" East 764.99 feet to a point; thence North 00° 24' 40" West 58.15 feet to a point; thence South 68° 15' 00" East 557.00 feet to a point; thence South 37° 50' 00" West 186.81 feet to a point; thence South 31° 47' 55" East 93.43 feet to a point; thence North 74° 53' 04" East 56.11 feet to a point; thence South 51° 47' 55" East 40 feet to a point; thence South 05° 24' 06" West 53.54 feet to a point; thence South 51° 47' 55" East 135.15 feet to a point; thence South 50° 43' 42" East 439.84 feet to a point; thence South 37° 50' 00" West 901.83 feet to a point located on said northerly right-of-way line of Majors Road; thence along said right-of-way line the following courses and distances: North 59° 54' 14" West 161.81 feet to a point, North 56° 48' 09" West 75.11 feet to a point, North 51° 13' 27" West 66.77 feet to a point, North 44° 56' 34" West 102.11 feet to a point, North 44° 22' 46" West 291.14 feet to a point, North 45° 11' 23" West 196.89 feet to a point, North 42° 46' 25" West 265.80 feet to a point, North 39° 45' 51" West 131.82 feet to a point, and North 37° 20' 55" West 37.72 feet to THE TRUE POINT OF BEGINNING.

Said property being more particularly shown on that certain survey prepared for Atlanta Polo, Ltd. by Bates, Long & Associates, dated August 15, 1991 (last revised August 21, 1991), bearing the seal and certification of Fred Wilson Long, C.R.L.S. No. 1685, and containing 26.939 acres according to said survey, said survey being incorporated herein by this reference.

LESS AND EXCEPT property conveyed in Right of Way Deed from P.D. Investments, Inc. to Forsyth County, dated September 1, 2000, filed January 19, 2001, recorded in Deed Book 1828, Page 119, Forsyth County, Georgia Deed Records.

## EXHIBIT B

### (Horse Stables – Polo Golf & Country Club)

All that lot, tract or parcel of land situate, lying and being in Land Lots numbered 190 and 243 of the 2nd District, 1st Section, Forsyth County, Georgia, being particularly described as follows:

Beginning at a point formed by the intersection of the northeasterly line of the 80-foot right-of-way of State Route No. 371 with the southerly line of the 80-foot right-of-way of Polo Drive; thence from said point of beginning running along the southeasterly line of the right-of-way of Polo Drive (having varying right-of-way widths) the following courses and distances:

north 78 degrees 15 minutes 00 seconds east a distance of 138.15 feet to a point, thence along an arc to the right a distance of 232.94 feet to a point (said arc having a radius of 285.48 feet and being subtended by a chord 226.53 feet in length and bearing south 78 degrees 22 minutes 30 seconds east), thence south 55 degrees 00 minutes 00 seconds east a distance of 181.91 feet to a point, thence along an arc to the left a distance of 94.08 feet to a point (said arc having a radius of 566.66 feet and being subtended by a chord 93.97 feet in length and bearing south 59 degrees 45 minutes 23 seconds east);

thence leaving the right-of-way of Polo Drive running south 01 degrees 00 minutes 00 seconds west a distance of 424.02 feet to a point; running thence south 00 degrees 24 minutes 40 seconds east a distance of 58.15 feet to a point; running thence south 37 degrees 50 minutes 00 seconds west a distance of 764.81 feet to a point lying on the southwesterly line of the 60-foot right-of-way of Majors Road; running thence in a northwesterly direction, along the northeasterly line of the aforesaid right-of-way of Majors Road, the following courses and distances:

north 17 degrees 20 minutes 55 seconds west a distance of 22.03 feet to a point, thence north 32 degrees 06 minutes 07 seconds west a distance of 53.07 feet to a point, thence north 23 degrees 45 minutes 23 seconds west a distance of 51.25 feet to a point, thence north 14 degrees 53 minutes 24 seconds west a distance of 120.26 feet to a point, thence north 20 degrees 09 minutes 48 seconds west a distance of 60.55 feet to a point, thence north 36 degrees 25 minutes 20 seconds west a distance of 57.60 feet to a point, thence north 48 degrees 10 minutes 55 seconds west a distance of 21.76 feet to a point lying at the intersection of the northeasterly line of the aforesaid right-of-way of Majors Road with the southeasterly line of the 80-foot right-of-way of State Route No. 371;

running thence in a northerly direction, along the easterly line of the aforesaid right-of-way of State Route No. 371, the following courses and distances:

north 19 degrees 38 minutes 53 seconds east a distance of 70.27 feet to a point, thence north 16 degrees 28 minutes 46 seconds east a distance of 80.12 feet to a point, thence north 13 degrees 44 minutes 55 seconds east a distance of 83.13 feet to a point, thence north 10 degrees 40 minutes 00 seconds east a distance of 82.02 feet to a point, thence north 07 degrees 13 minutes 44 seconds east a distance of 108.23 feet to a point, thence north 02 degrees 15 minutes 53 seconds east a distance of 109.08 feet to a point, thence north 02 degrees 41 minutes 00 seconds west a distance of 107.27 feet to a point, thence north 06 degrees 37 minutes 00 seconds west a distance of 103.29 feet to a point, thence north 09 degrees 17 minutes 36 seconds west a distance of 95.34 feet to a point, thence north 11 degrees 24 minutes 55 seconds west a distance of 80.87 feet to the point of beginning; said property being shown as 12.35 acres, upon a site plan for Pal Domicilone made by Bates-Long & Associates, dated November 10, 1986, to which reference is made.

STATE OF GEORGIA  
COUNTY OF FORSYTH

Forsyth County  
Clerks Office Superior Court  
Filed for record on the 24  
day of Sept 1996  
at 10:50 o'clock A.M. Recorded in  
Book 1026 Page 170-174  
day of Sept. 24, 1996  
Cecil McClellan Clerk

Please return to:  
Frederick G. Boynton, Esq.  
750 Hammond Drive  
Building 16, Suite 100  
Atlanta, GA 30328

06

### DECLARATION OF EASEMENTS

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned P. D. INVESTMENTS, INC., a Georgia corporation (hereinafter referred to as "Grantor"), hereby grants unto FAIRGREEN CAPITAL, L.P., a Georgia limited partnership (hereinafter referred to as "Grantee"), the following easements for the purposes and uses hereinafter set forth, over, through, and across the following lands:

**I. Over, through and across all that tract of land described on Exhibit A attached hereto and made a part hereof:**

A perpetual easement for the installation, maintenance, repair, relocation or replacement of signs and/or monuments identifying or advertising the subdivision now known as Polo Golf and Country Club or any part thereof.

**II. Over, through and across all that tract of land described on Exhibit B attached hereto and made a part hereof:**

A perpetual easement for the installation, maintenance, repair, relocation or replacement of signs and/or monuments identifying or advertising the subdivision now known as Polo Golf and Country Club or any part thereof.

The easements granted herein shall run with the property described herein and every part thereof and all improvements thereon and shall be binding on all such land and all owners and occupants of such land and their respective successors, heirs, successors-in-title, representatives and assigns and shall inure to the benefit of the successors in title of the Grantee.

The words "Grantor" and "Grantee" include all genders, plural and singular,  
and their respective heirs, representatives, successors, successors-in-title and assigns where  
the context requires or permits.

This 11th day of September, 1996.

GRANTOR:

P. D. INVESTMENTS, INC.,  
a Georgia corporation

Signed and delivered  
in the presence of:

*Carroll M. Chiles*  
Witness

*Darlene A. Brown*  
Notary Public

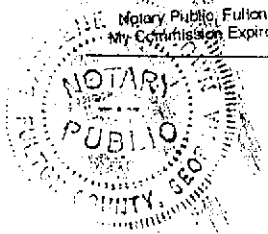
By: *Paul American*

Name: \_\_\_\_\_

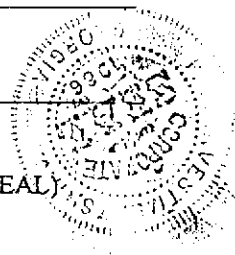
Title: *Pres*

My commission expires:

Notary Public, Fulton County, Georgia  
My Commission Expires January 7, 1997



(CORPORATE SEAL)



**EXHIBIT A**

All that tract or parcel of land lying and being in Land Lots 190 and 243, 2nd District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way of S.R. #371 (being an 80 foot right of way) with the northeasterly right of way of Majors Road (being a 30 foot right of way); thence running North 19 degrees 38 minutes 53 seconds East a distance of 94.47 feet to a point; thence running South 46 degrees 20 minutes 00 seconds East a distance of 33.00 feet to a point; thence running South 03 degrees 58 minutes 39 seconds East a distance of 57.43 feet to a point; thence running South 15 degrees 30 minutes 00 seconds West a distance of 64.00 feet to a point on the northeasterly right of way of Majors Road; thence running North 36 degrees 25 minutes 20 seconds West a distance of 53.91 feet to a point; thence running North 48 degrees 10 minutes 55 seconds West a distance of 14.10 feet to a point and being the point of beginning; said tract containing 0.111 acres, all according to a plat of survey prepared by Bates-Long & Associates, dated June 27, 1988 for Pasco M. Domenicone.



EXHIBIT B

All that tract or parcel of land lying and being in Land Lot 190, 2nd District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the easterly right of way of S.R. #371 (being an 80 foot right of way) with the southerly right of way of Polo Drive (being an 80 foot right of way); thence running North 78 degrees 15 minutes 00 seconds East a distance of 65.00 feet to a point; thence running South 52 degrees 05 minutes 00 seconds West a distance of 50.00 feet to a point; thence running South 13 degrees 20 minutes 13 seconds West a distance of 22.10 feet to a point; thence running South 78 degrees 35 minutes 05 seconds West a distance of 11.00 feet to a point on the easterly right of way of S.R. #371; thence running North 11 degrees 24 minutes 55 seconds West a distance of 42.00 feet to a point and being the point of beginning; said tract containing 0.029 acres, all according to a plat of survey prepared by Bates-Long & Associates, dated June 27, 1988 for Pasco M. Domenicone.

CONSENT OF MORTGAGEE

The undersigned GENERAL MOTORS ACCEPTANCE CORPORATION does hereby acknowledge and consent to the within and foregoing Declaration of Easements, and does hereby agree that any transfer of title to any of the property encumbered by such Declaration of Easements by virtue of the foreclosure of any security deed or other loan document held by the undersigned which encumbers such property (or any conveyance in lieu thereof) shall be made subject to the within and foregoing Declaration of Easements and the rights and obligations of the parties thereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal as of the day and year first above written.

Signed, sealed, and  
delivered in the  
presence of:

GENERAL MOTORS ACCEPTANCE CORPORATION

J. M. Payne  
Unofficial Witness  
Glenn C. Beasley  
Notary Public

My Commission Expires:  
My Commission Expires Sept. 3, 1998

[NOTARY SEAL]

By: [Signature]  
Title: Asst. Secy  
Attest: [Signature]  
Title: Asst. Secy

(CORPORATE SEAL)

Forsyth County  
Clerks Office Superior Court  
Filed for record on the 24  
day of Sept 19 96  
at 1:50 o'clock PM. Recorded in  
Book 1026 Page 175-179  
day of Sept 24, 19 96  
Clerk

Please return  
Frederick G. Boynton, Esq.  
750 Hammond Drive  
Building 16, Suite 100  
Atlanta, GA 30328

STATE OF GEORGIA

COUNTY OF FORSYTH

### DECLARATION OF EASEMENTS

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned P. D. INVESTMENTS, INC., a Georgia corporation (hereinafter referred to as "Grantor"), hereby grants unto BIG CREEK UTILITY COMPANY, INC., a Georgia corporation (hereinafter referred to as "Grantee"), the following easements for the purposes and uses hereinafter set forth, over, through, and across the following lands:

**I. Over, through and across all that tract of land described on Exhibit A attached hereto and made a part hereof (hereinafter "Property A"):**

An easement for discharge and spray of utility plant effluent from the sewer treatment plant now known generally as Big Creek Utility Sewer Treatment Plant (said plant and its successors, the "Big Creek Plant"). In connection therewith, Grantor also grants and conveys an easement for access, ingress and egress over Property A for the purpose of installing, maintaining, repairing, relocating and replacing any and all pipes, lines, sprinklers and other facilities of whatever nature from time to time deemed appropriate or necessary by Grantee in connection with said discharge or spray of effluent. Following the installation, maintenance, repair, relocation or replacement of such facilities, Grantee shall restore the easement area affected to the same condition in which it existed immediately prior to such installation, maintenance, repair, relocation or replacement. Grantor covenants and agrees that it shall not in any way do or permit to be done any act inconsistent with the use or enjoyment of the easements granted herein. Anything herein to the contrary notwithstanding, as a provision of the easements hereby granted, Grantor shall not, without prior written

approval of Grantee, pour concrete, asphalt or other paving materials or construct any additional structures, pools, lakes, impervious surfaces, or any other additional improvements of any type or nature, on Property A which might in any way affect the current soil percolation limits of Property A as of the date hereof. Grantor and Grantee recognize that Property A may be used by Grantor to conduct polo matches. Grantor and Grantee shall reasonably cooperate so that the spraying of effluent does not interfere with these polo matches. The easements herein granted shall be perpetual; provided, however, that notwithstanding anything else contained herein to the contrary, in the event of any discontinuance of use of the Big Creek Plant for a continuous period of one (1) year, or the discontinuance of the spraying of effluent from the Big Creek Plant, in, on, under or over all or any portion of Property A for a continuous period of one (1) year, the easement hereinabove granted, and all rights and privileges therein contained, shall be deemed abandoned and shall without further action or writing terminate. Grantee agrees that during the existence of the easements granted herein, Grantor shall have the right to use Grantee's effluent spray facilities installed pursuant to said easements for the purpose of irrigation of Property A at such times as Grantee is not using such facilities; provided, however, that Grantee shall have no obligation to provide a source of water for such irrigation or to pay any costs in connection with Grantor's use of such facilities, including any maintenance costs directly related to Grantor's use.

The easements granted herein shall run with the property described herein and every part thereof and all improvements thereon and shall be binding on all such land and all owners and occupants of such land and their respective successors, heirs, successors-in-title, representatives and assigns and shall inure to the benefit of the successors in title of the Grantee.

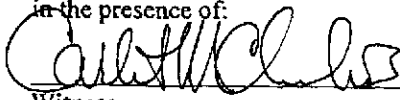
The words "Grantor" and "Grantee" include all genders, plural and singular,  
and their respective heirs, representatives, successors, successors-in-title and assigns where  
the context requires or permits.

This 11th day of September, 1996.

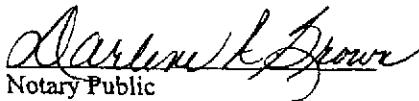
GRANTOR:

P. D. INVESTMENTS, INC.,  
a Georgia corporation

Signed and delivered  
in the presence of:



Witness



Notary Public

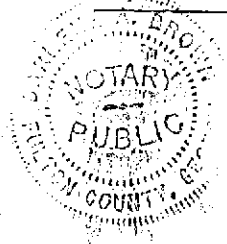
By: 

Name: \_\_\_\_\_

Title: Pres

My commission expires:

Notary Public, Fulton County, Georgia  
My Commission Expires January 7, 1997



(CORPORATE SEAL)

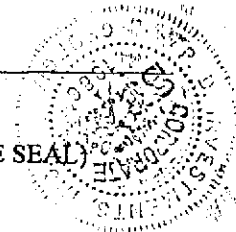


EXHIBIT "A"

Property A

All that tract or parcel of land lying and being in Land Lot 190, 2nd District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, begin at the intersection of the easterly right-of-way line of S.R. #371 (being an 80 foot right-of-way) with the southerly right-of-way line of Polo Drive (being an 80 foot right-of-way); thence running North 78 degrees 15 minutes 00 seconds East along the southerly right-of-way line of Polo Drive, a distance of 138.15 feet to a point; thence running in a northeasterly, easterly and southeasterly along the southerly right-of-way line of Polo Drive and following the curvature thereof, an arc distance of 132.99 feet, said arc having a radius of 285.48 feet, to a point and the POINT OF BEGINNING; thence running in a southeasterly direction along the southerly right-of-way line of Polo Drive and following the curvature thereof, an arc distance of 99.95 feet to a point, said arc having a radius of 285.48 feet and a chord distance of 99.44 feet and a chord bearing of South 65 degrees 01 minute 47 seconds East; thence running South 55 degrees 00 minutes 00 seconds East along the southerly right-of-way line of Polo Drive a distance of 181.91 feet to a point; thence running in a southeasterly direction along the southerly right-of-way line of Polo Drive and following the curvature thereof, an arc distance of 94.08 feet to a point, said arc having a radius of 566.66 feet and a chord distance of 93.97 feet and a chord bearing of South 59 degrees 45 minutes 23 seconds East; thence running South 01 degrees 00 minutes 00 seconds West a distance of 424.02 feet to a point; thence running South 00 degrees 24 minutes 40 seconds East a distance of 58.15 feet to a point; thence running South 37 degrees 50 minutes 00 seconds West a distance of 273.00 feet to a point; thence running North 11 degrees 54 minutes 08 seconds West a distance of 402.04 feet to a point; thence running North 76 degrees 00 minutes 00 seconds East a distance of 40.00 feet to a point; thence running North 11 degrees 46 minutes 35 seconds West a distance of 498.79 feet to a point on the southerly right-of-way line of Polo Drive and the POINT OF BEGINNING.

Said tract containing 3.85 acres, all according to a plat of survey prepared by Bates-Long & Associates dated June 27, 1988, for Pasco M. Domenicone.

RE:10999

CONSENT OF MORTGAGEE

The undersigned GENERAL MOTORS ACCEPTANCE CORPORATION does hereby acknowledge and consent to the within and foregoing Declaration of Easements, and does hereby agree that any transfer of title to any of the property encumbered by such Declaration of Easements by virtue of the foreclosure of any security deed or other loan document held by the undersigned which encumbers such property (or any conveyance in lieu thereof) shall be made subject to the within and foregoing Declaration of Easements and the rights and obligations of the parties thereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal as of the day and year first above written.

Signed, sealed, and  
delivered in the  
presence of:

GENERAL MOTORS ACCEPTANCE CORPORATION

By: [Signature]  
Title: Asst. Secy

Attest: [Signature]  
Title: Asst. Secy

(CORPORATE SEAL)

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires:  
My Commission Expires Sept. 3, 1978

(NOTARY SEAL)

**FORSYTH COUNTY, GEORGIA**  
 Filed January 19, 2001 @ 8:50 AM  
 Recorded 1-19-2001  
Douglas Samuels *fm*  
 Clerk Superior Court  
*Et: Engineering*

**Forsyth County, Georgia**  
**Real Estate Transfer Tax**  
 Paid 0  
 Date 1-19-2001  
Douglas Samuels  
 Clerk of the Superior Court

**RIGHT OF WAY DEED**  
 Board of Commissioners  
 Forsyth County, Georgia

**NAME OF ROAD:** POST ROAD (SR 371) **NUMBER:** 2371

This indenture made this 1st day of Sept, 2000 between  
**PD INVESTMENTS, INC.**, hereinafter referred to as **GRANTOR**, and **FORSYTH COUNTY**, a  
 political subdivision of the State of Georgia, hereinafter referred to as **GRANTEE**.

**WITNESSETH**, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and  
 other good valuable considerations, in hand paid at and before the sealing and delivery of these presents,  
 the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
 presents does grant, bargain, sell and convey unto Grantee's heirs and assigns, all the following described,  
 to wit:

All that tract or parcel of land lying and being in Land Lot 243, of the 2nd District and First  
 Section of Forsyth County, Georgia, and being the proposed 2,007.19 square feet of right-of-way  
 traversing Parcel No.5, as more fully shown on the plans entitled "Forsyth County Board of  
 Commissioners Proposed Roadway & Right-of-Way plans for the Intersection of Post Road and  
 Majors Road" Project No. PEI03, as prepared by Wolverton & Associates, Inc. which plans are  
 incorporated herein by reference and as shown on a copy of said plans attached hereto as Exhibit  
 "A".

**TO HAVE AND TO HOLD**, the said bargained premises, together 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 herein, Grantee's heirs and assigns, forever in Fee Simple.

**AND** the said Grantor, for Grantor's heirs, executors and administrators, will warrant and forever  
 defend the right and title to the above-described property unto the said Grantee, Grantee's heirs and  
 assigns, against the claims of all persons whomsoever. "Grantor" and "Grantee" are used for singular or  
 plural, as context requires.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set Grantor's hand and seal, the day  
 and year first above written.

Signed, Sealed and Delivered  
 In the presence of:

PD INVESTMENTS, INC.

By: [Signature]  
 Title: [Signature]

[Signature]  
 Witness

[Signature]  
 Notary Public

My Commission Expires: \_\_\_\_\_

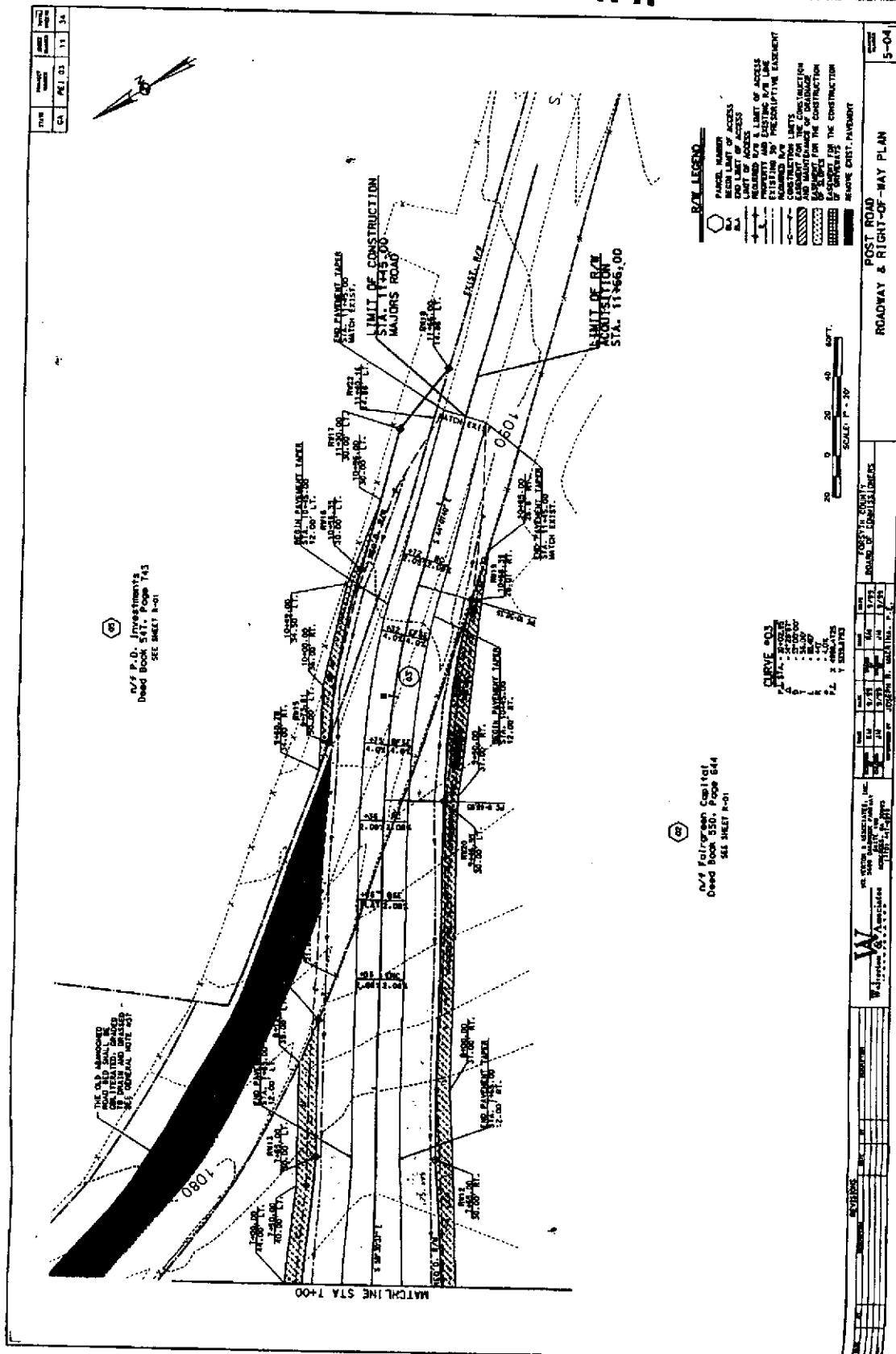


CONDITION

\* If damage to existing fence should occur  
 Grantee will replace fence with same  
 material as existing + prevent horses from  
 leaving pasture at all times.



**EXHIBIT A**



## LEGAL DESCRIPTION

### *Lennar Georgia, Inc.*

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 190, 191, 242 AND 243 OF THE 2nd DISTRICT, 1st SECTION, FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484") AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF STATE ROAD 371 (a.k.a. POST ROAD, 80' R/W) WITH THE SOUTH RIGHT-OF-WAY OF POLO DRIVE (R/W VARIES); THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID POLO DRIVE THE FOLLOWING COURSES AND DISTANCES: NORTH 77°42'35" EAST, A DISTANCE OF 138.15 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE 232.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 285.48 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°54'55" EAST, 226.53 TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE SOUTH 55°32'25" EAST, A DISTANCE OF 181.91 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE 94.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 566.65 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°17'48" EAST, 93.97 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE LEAVING THE SOUTH RIGHT-OF-WAY OF SAID POLO DRIVE AND INTO THE PROPERTY NOW OR FORMERLY OF KIMBERLY J. DOMENICONE AND MICHAEL S. DOMENICONE, SOUTH 00°27'35" WEST, A DISTANCE OF 423.86 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 68°47'20" EAST, A DISTANCE OF 556.83 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 37°10'07" WEST, A DISTANCE OF 185.99 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 52°12'51" EAST, A DISTANCE OF 93.47 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 74°19'57" EAST, A DISTANCE OF 56.06 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 52°18'06" EAST, A DISTANCE OF 40.11 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 04°52'07" WEST, A DISTANCE OF 53.49 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 52°17'53" EAST, A DISTANCE OF 135.10 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 51°15'30" EAST, A DISTANCE OF 439.86 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 37°18'12" WEST, A DISTANCE OF 901.71 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484") ON THE EASTERN RIGHT-OF-WAY OF MAJORS ROAD (30' R/W); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

NORTH 60°17'58" WEST, A DISTANCE OF 116.73 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE 244.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 729.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 50°42'24" WEST, 242.98 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE 243.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1761.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 45°04'25" WEST, 243.22 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 45°34'29" WEST, A DISTANCE OF 244.92 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 43°19'03" WEST, A DISTANCE OF 96.54 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 22°28'41" WEST, A DISTANCE OF 35.34 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE NORTH 44°28'31" WEST, A DISTANCE OF 71.96 FEET TO A CONCRETE RIGHT-OF-WAY MONUMENT; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE EASTERN PROPERTY NOW OR FORMERLY OF BIG CREEK ANIMAL HOSPITAL, LLC, NORTH 44°12'56" WEST, A DISTANCE OF 234.11 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484"); THENCE NORTH 37°08'01" EAST, A DISTANCE OF 16.55 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 38°02'54" WEST, A DISTANCE OF 16.83 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 32°12'34" WEST, A DISTANCE OF 52.06 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 24°28'33" WEST, A DISTANCE OF 48.95 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 15°17'04" WEST, A DISTANCE OF 119.68 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 20°55'54" WEST, A DISTANCE OF 43.92 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 19°57'56" WEST, A DISTANCE OF 19.65 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 36°49'44" WEST, A DISTANCE OF 61.64 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE NORTH 48°39'19" WEST, A DISTANCE OF 29.17 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484") ON THE EAST RIGHT-OF-WAY OF SAID STATE ROAD 371; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:  
831.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1423.51 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 03°59'19" EAST, 819.59 FEET TO A POINT; THENCE NORTH 11°55'00" WEST, A DISTANCE OF 80.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 39.207 ACRES

**This legal description is prepared solely for the purpose of facilitating a zoning application and should not be relied upon for any other purpose.**

1. THE MAP AND ASSOCIATED DATA IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACT IS THE OFFICIAL RECORD OF THE PROJECT.
2. THE MAP AND ASSOCIATED DATA IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACT IS THE OFFICIAL RECORD OF THE PROJECT.
3. THE MAP AND ASSOCIATED DATA IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACT IS THE OFFICIAL RECORD OF THE PROJECT.
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6. THE MAP AND ASSOCIATED DATA IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACT IS THE OFFICIAL RECORD OF THE PROJECT.
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11. TAX MAP AND ASSOCIATED DATA IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. THE CONTRACT IS THE OFFICIAL RECORD OF THE PROJECT.

12. PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLUORANT ZONE. THE FLUORANT ZONE IS A ZONE WHERE FLUORANT GAS IS RELEASED. THE FLUORANT ZONE IS A ZONE WHERE FLUORANT GAS IS RELEASED.

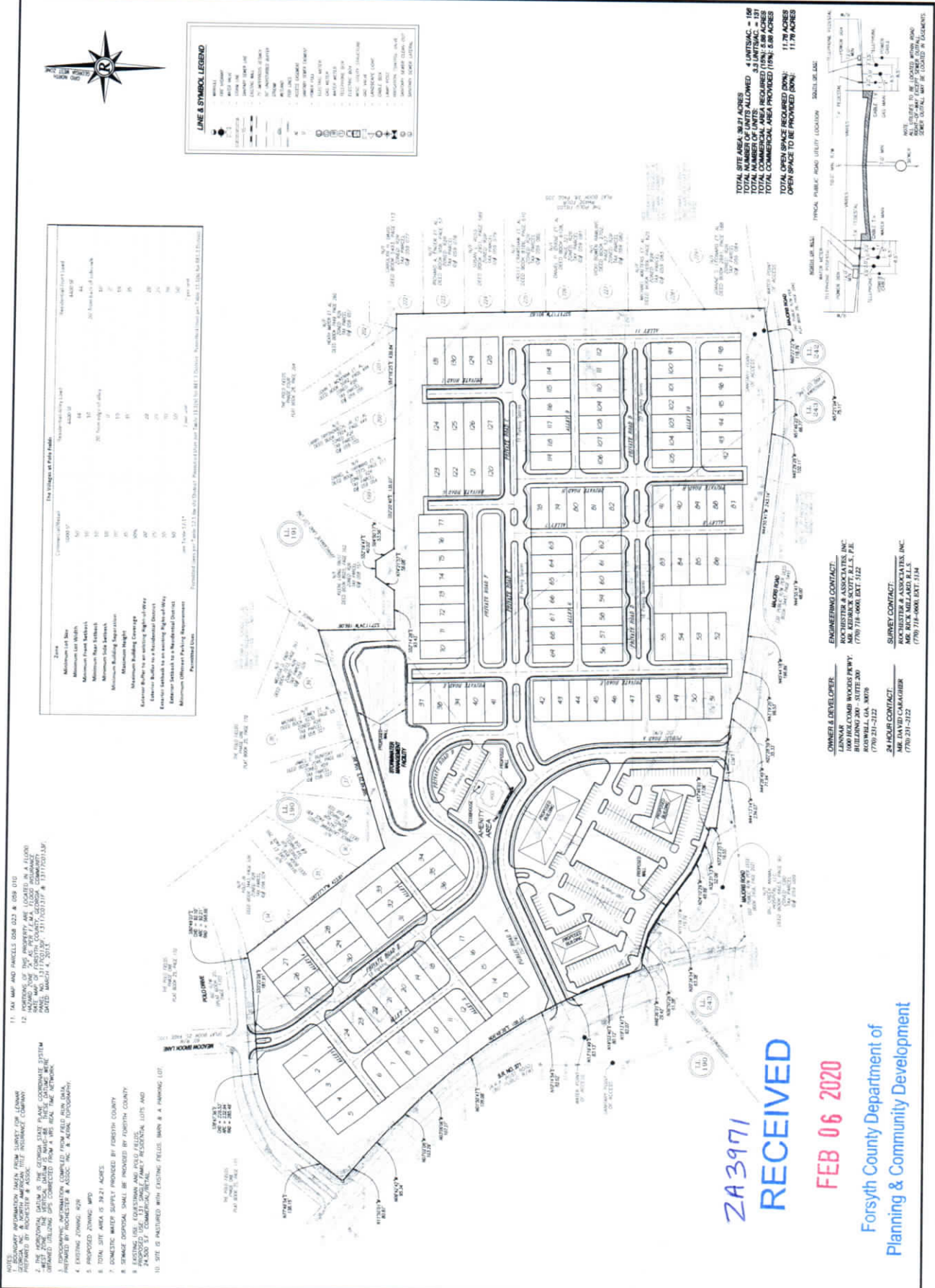
**Rochester & Associates, Inc.**  
 432 Oak Street N.W. • Greenville, Georgia 30001  
 (770) 718-0600 (770) 718-9090 Fax • www.rochester-associates.com

**VILLAGES AT POLO FIELDS**  
 FOR  
 REZONING PLAN  
 LENNAR  
 LOCATED IN  
 LAND LOTS 151, 152, 242 & 243  
 FORTH COUNTY, GEORGIA

**REVISIONS**

NO.	DATE	DESCRIPTION
1		
2		
3		
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**SHEET**  
 1 OF 1



**2A3971**  
**RECEIVED**  
**FEB 06 2020**  
 Forsyth County Department of  
 Planning & Community Development

**OWNER & DEVELOPER:**  
 ROCHESTER & ASSOCIATES, INC.  
 100 HILLCOMB WOODS DRIVE  
 BUILDING 200 - SUITE 200  
 RUSSELL, GA 30070  
 (770) 251-5122

**24 HOUR CONTACT:**  
 MR. JAVIER CARRASCO  
 (770) 251-5122

**ENGINEERING CONTACT:**  
 ROCHESTER & ASSOCIATES, INC.  
 100 HILLCOMB WOODS DRIVE  
 BUILDING 200 - SUITE 200  
 RUSSELL, GA 30070  
 (770) 251-5122

**SURVEY CONTACT:**  
 ROCHESTER & ASSOCIATES, INC.  
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 BUILDING 200 - SUITE 200  
 RUSSELL, GA 30070  
 (770) 251-5122



