

[BLANK SPACE ABOVE THIS LINE IS FOR THE SOLE USE OF THE CLERK OF SUPERIOR COURT]

THIS DOCUMENT MAY BE RECORDED ONLY BY PERSONNEL OF THE FULTON COUNTY LAND DIVISION

Return Recorded Document to:
Fulton County Land Division 141
Pryor Street, S.W. - Suite 8021
Atlanta, Georgia 30303

Project Name: Medley Johns Creek Phase 2
Tax Parcel Identification No.: 11 106003990399
Land Disturbance Permit No.: WRN24-070
Zoning/Special Use Permit No.: _____
(if applicable)

For Fulton County Use Only

Approval Date: _____

Initials: _____

**WATER LINE EASEMENT
(Corporate Form)**

STATE OF GEORGIA,
COUNTY OF FULTON

This indenture entered into this 17th day of April, 2025, between Medley Johns Creek Phase 2 Owner, LLC, a limited liability company duly organized under the laws of the State of Delaware, party of the first part (hereinafter referred to as Grantor) and FULTON COUNTY, a Political Subdivision of the State of Georgia, party of the second part and Grantee.

WITNESSETH, that for and in consideration of \$1.00 in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and in consideration of the benefits which will accrue to the undersigned from the construction of a water line through subject property, and in consideration of the benefits which will accrue to the subject property from the construction of a water line through the subject property, said Grantor has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey to FULTON COUNTY and to successors and assigns the right, title, and privilege of easements through subject property located in Land Lot(s) 398 and 399, 1st Section (if applicable) of District 1, Fulton County, Georgia, and more particularly described as follows: To wit

Medley Johns Creek Phase 2

Project Name

[See Exhibit "A" attached hereto and made a part hereof]

This right and easement herein granted being to occupy such portion of my property as would be sufficient for the construction, access, maintenance and upgrade of a water line through my property according to the location and size of said water line as shown on the map and profile now on file in

Water Line Easement - Corporate
Revised 08-20-2007

the office of the Public Works Department of Fulton County, and which size and location may be modified from time to time including in the future after the date of this document to accommodate said water line within the aforesaid boundaries of the above-described easement.

For the same consideration, Grantor hereby conveys and relinquishes to FULTON COUNTY a right of access over Grantor's remaining lands as necessary for FULTON COUNTY to perform maintenance and repairs on said water line on both a routine and emergency basis.

Said Grantor hereby warrants that it has the right to sell and convey said water line easement and right of access and binds itself, its successors and assigns forever to warrant and defend the right and title to the above described water line easement unto the said FULTON COUNTY, its successors and assigns against the claims of all persons whomever by virtue of these presents.

Said Grantor hereby waives for itself, its successors and assigns all rights to any further compensation or claim to damages on account of the construction, access, upgrade or maintenance of said water line for the use of the property as herein agreed.

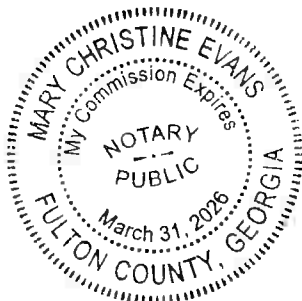
IN WITNESS HEREOF said party of the first part has hereunto affixed his/her hand and seal on the day and year first above written.

Signed, sealed and delivered this 17
day of April, 20 25
in the presence of:

Juan Hernandez
Witness

Mary Christine Evans
Notary Public

[NOTARIAL SEAL]



GRANTOR: Medley Johns Creek Phase 2 Owner, LLC,
a Delaware limited liability company

By: Vicky Boyce
Print Name: Vicky Boyce
Title: Authorized Signatory

~~By: _____~~
~~Print Name: _____~~
~~Title: _____~~

[CORPORATE SEAL]

EXHIBIT "A"

The Waterline Easement granted herein pertains only to that portion of the Water Easement Plan which is located on the Property described below:

Tract 2

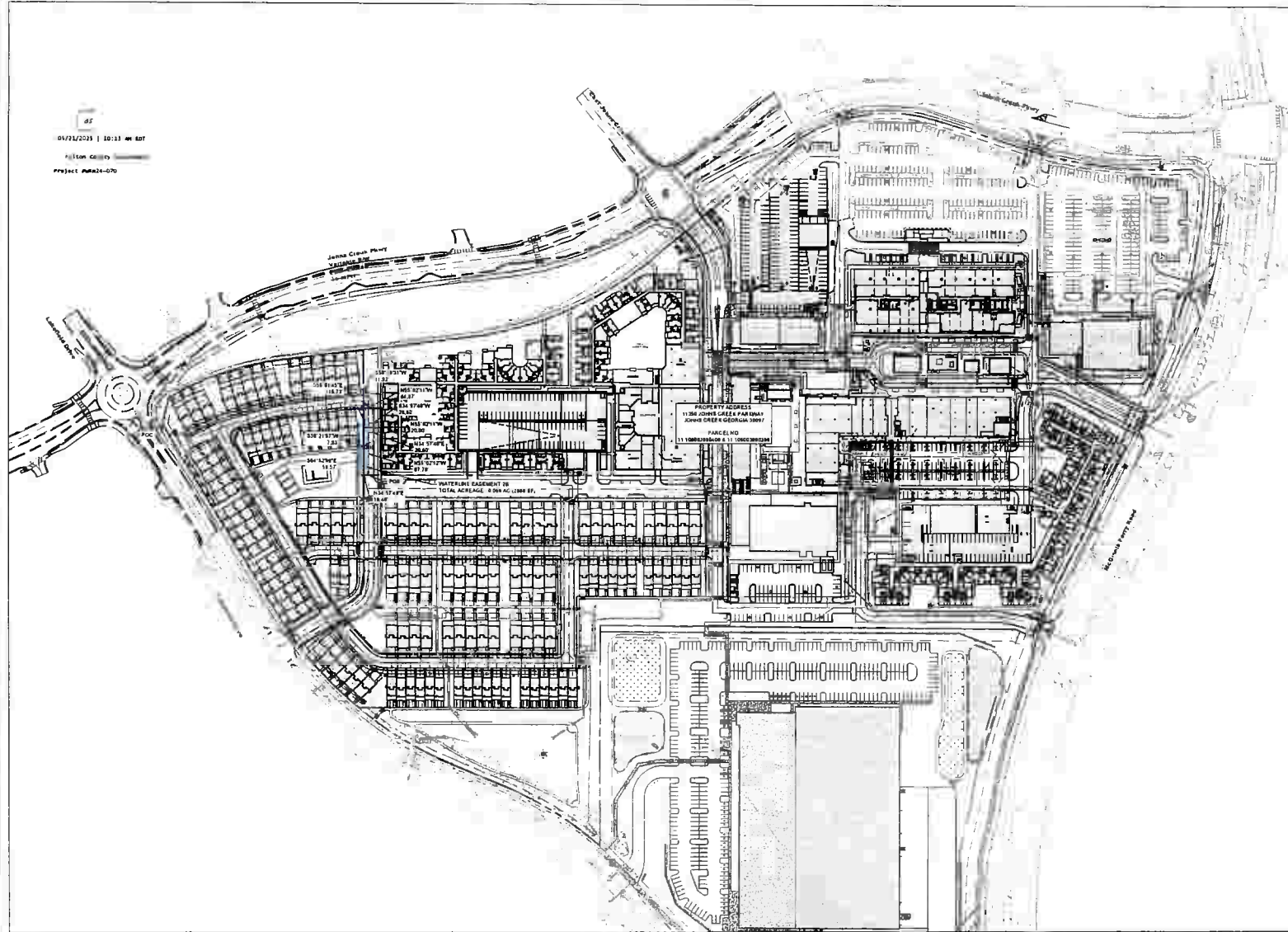
All that tract or parcel of land lying and being in Land Lots 398 and 399 of the 1st District, 1st Section, City of Johns Creek, Fulton County, Georgia and being more particularly described as follows:

To reach the True Point of Beginning, commence at a Right of Way Monument found at the easternmost mitered point of the intersection of the southwesterly Right of Way of McGinnis Ferry Road (Variable R/W) and the southeasterly Right of Way of Johns Creek Parkway (Variable R/W), thence running along said miter South 67° 41' 45" West a distance of 38.05 feet to an iron pin set; thence South 67° 41' 45" West a distance of 31.97 feet to an iron pin set; thence running along the southeasterly and easterly proposed Right of Way of Johns Creek Parkway the following courses: along a curve to the right an arc length of 144.76 feet, (said curve having a radius of 991.71 feet, with a chord bearing of South 35° 39' 57" West, and a chord length of 144.63 feet) to a point; thence running along an arc to the right an arc length of 227.99 feet, (said curve having a radius of 991.75 feet, with a chord bearing of South 46° 26' 01" West, and a chord length of 227.48 feet) to a point; thence South 53° 01' 31" West a distance of 169.35 feet to a point; thence running along a curve to the left an arc length of 353.06 feet, (said curve having a radius of 349.39 feet, with a chord bearing of South 23° 58' 36" West, and a chord length of 338.23 feet) to a point; thence South 05° 01' 35" East a distance of 263.98 feet to an iron pin set and the TRUE POINT OF BEGINNING, from point thus established and leaving the proposed Right of Way of Johns Creek Parkway thence North 84° 58' 25" East a distance of 20.15 feet to an iron pin set; thence running along a curve to the right an arc length of 106.79 feet, (said curve having a radius of 153.00 feet, with a chord bearing of South 75° 01' 53" East, and a chord length of 104.63 feet) to an iron pin set; thence South 55° 02' 11" East a distance of 44.68 feet to an iron pin set; thence South 58° 52' 25" East a distance of 82.18 feet to an iron pin set; thence South 55° 02' 11" East a distance of 272.98 feet to an iron pin set; thence South 34° 57' 49" West a distance of 745.51 feet to an iron pin set; thence North 55° 02' 11" West a distance of 59.15 feet to an iron pin set; thence North 30° 21' 57" East a distance of 13.05 feet to a point; thence North 55° 02' 11" West a distance of 200.03 feet to an iron pin set on the southeasterly proposed Right of Way of Johns Creek Parkway; thence running along the proposed Right of Way the following courses: North 27° 58' 31" East a distance of 221.97 feet to

a point; thence running along a curve to the left an arc length of 431.99 feet, (said curve having a radius of 750.00 feet, with a chord bearing of North 11° 28' 28" East, and a chord length of 426.04 feet) to a point; thence North 05° 01' 35" West a distance of 87.73 feet to the TRUE POINT OF BEGINNING.

Said tract contains 5.860 Acres (255,281 Square Feet).

[illegible]



GRAPHIC SCALE IN FEET
50 100 200

Kimley»»Horn

TITLE:

PROJECT:

CLIENT:

TORO DEVELOPMENT
COMPANY

SHEET 54 OF 100

EXHIBIT A

WATERLINE EASEMENT 2B:

BEGINNING AT THE SOUTH WESTERN PROPERTY CORNER, LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399 THENCE SOUTH 31°26'34" EAST FOR A DISTANCE OF 460.84 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 782.51 FEET, AN ARC LENGTH OF 34.15 FEET, BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32°42'45" EAST FOR A CHORD DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 54°14'36" EAST FOR A DISTANCE OF 11.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 424.50 FEET, AN ARC LENGTH OF 128.91 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 62°56'35" EAST FOR A CHORD DISTANCE OF 128.42 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 35.50 FEET, AN ARC LENGTH OF 44.39 FEET, BEING SUBTENDED BY A CHORD BEARING OF NORTH 35°49'18" EAST FOR A CHORD DISTANCE OF 41.55 FEET TO A POINT; THENCE DUE NORTH FOR A DISTANCE OF 218.81 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 24.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 19.46 FEET TO A POINT; THENCE SOUTH 54°52'59" EAST FOR A DISTANCE OF 59.57 FEET TO A POINT; THENCE SOUTH 30°21'57" WEST FOR A DISTANCE OF 7.83 FEET TO A POINT; THENCE SOUTH 55°01'45" EAST FOR A DISTANCE OF 115.73 FEET TO A POINT; THENCE SOUTH 50°28'31" WEST FOR A DISTANCE OF 11.92 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 64.97 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.60 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.60 FEET TO A POINT; THENCE NORTH 55°02'12" WEST FOR A DISTANCE OF 87.78 FEET TO A POINT; THENCE SOUTH 30°21'57" WEST FOR A DISTANCE OF 7.83 FEET TO A POINT; ; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.066 ACRES (2888 SF) MORE OR LESS.



05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

Kimley»Horn
3930 EAST JONES BRIDGE ROAD
THE FORUM, SUITE 350
NORCROSS, GEORGIA 30092
PHONE: 770.825.0744 www.kimley-horn.com

PROJECT:

MEDLEY-JOHNS
CREEK TOWN
CENTER

TITLE:

MULTI-FAMILY
WATER EASEMENT
LEGAL
DESCRIPTIONS

CLIENT:

TORO
DEVELOPMENT
COMPANY

JOB NO. 014602003

SCALE N.T.S.

DATE 04/24/2025

SHEET
EXHIBIT B

CONSENT JOINDER TO
WATERLINE EASEMENT

The Development Authority of Fulton County (the “DAFC”) is the owner of the fee simple interest in the property subject to Lease Agreement by and between DAFC and Medley Johns Creek Phase 2 Owner, LLC dated December 1, 2024 (the “Lease”) as evidenced by that Short Form Lease Agreement recorded in Deed Book 68498, page 103 of the Fulton County Georgia records. DAFC hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Waterline Easement, nothing in this Consent or the Waterline Easement shall be deemed to (i) increase the liability of DAFC or (ii) restrict or subordinate the Unassigned Rights (as defined in the Lease) of DAFC. Further notwithstanding anything to the contrary contained herein or in the Waterline Easement, DAFC makes no representations or warranties regarding the status of its title in the Project (as defined in the Lease) or any encumbrances thereon.

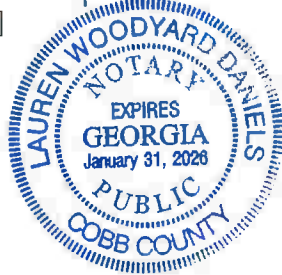
[Signature on the following page.]

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the DAFC this 22nd day of May, 2025.

Signed, sealed and delivered in
the presence of:

Angela Mauer
Unofficial Witness

[Signature]
Notary Public
My commission expires: 01/31/20
[NOTARIAL SEAL]



DEVELOPMENT AUTHORITY OF
FULTON COUNTY

By: [Signature]
Name: Kwanza Hall
Title: Chairman
[CORPORATE SEAL]



CONSENT JOINDER TO
WATERLINE EASEMENT

Synovus Bank ("Synovus") is the Grantee of that Deed to Secure Debt, Assignment of Rents and Leases and Security Agreement granted by Development Authority of Fulton County dated December 1, 2024 and recorded in Deed Book 68498, page 129 of the Fulton County Georgia records. Synovus hereby consents and joins in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by the Synovus this 22 day of May, 2025.

Signed, sealed and delivered in
the presence of:

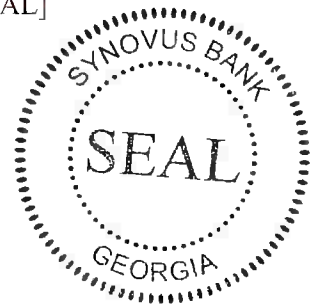
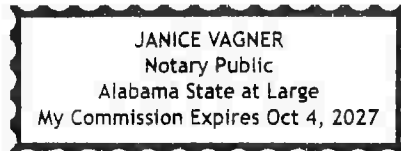
Natasha Sisk
Unofficial Witness

Janice Vagner
Notary Public
My commission expires:
[NOTARIAL SEAL]

SYNOVUS BANK

By: [Signature]
Name: Dawn Matthews
Title: SVP

[CORPORATE SEAL]



CONSENT TO
WATERLINE EASEMENT

Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted by Development Authority of Fulton County, Medley Johns Creek Phase 1 Owner, LLC, and Medley Johns Creek Phase 2 Owner, LLC dated December 5, 2024 and recorded in Deed Book 68498, page 149 of the Fulton County Georgia records. Banco Inbursa hereby consents in the execution of the within and foregoing Waterline Easement for purposes of evidencing its agreement thereto.

IN WITNESS WHEREOF, this Consent is signed, sealed and delivered by Banco Inbursa this 2nd day of May, 2025.

Signed, sealed and delivered in
the presence of:

Christine A. Gilleland
Unofficial Witness

Martin Thomas Brown
Notary Public
My commission expires: 6-28-2027
[NOTARIAL SEAL]

**BANCO INBURSA, S.A., INSTITUCIÓN DE
BANCA MÚLTIPLE, GRUPO FINANCIERO
INBURSA**, an entity formed under the laws of the
United Mexican States

By: **TRIMONT LLC**, its servicer

By: [Signature]
Name: Brad Bullock
Title: Authorized Signatory
[CORPORATE SEAL]

