

[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 106003980408 & 11 106003990399  
Land Disturbance Permit No.: \_\_\_\_\_  
Zoning/Special Use Permit No.: \_\_\_\_\_  
(if applicable)

*For Fulton County Use Only*

Approval Date: \_\_\_\_\_  
Initials: \_\_\_\_\_

**SEWER 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.

WITNESSETH, that for and in consideration of \$1.00 cash in hand paid, at and before the sealing and delivery of these presents,  
the receipt whereof is hereby acknowledged and in consideration of the benefit which will accrue to the undersigned from the  
construction of a sewer line through subject property, and in consideration of the benefits which will accrue to the subject  
property from the construction of a sewer line through the subject property, said Grantor has granted, bargained, sold and  
conveyed and by these presents does grant, bargain, sell and convey to the party of the second part and to successors and  
assigns the right, title, and privilege of an easement on subject property located in land lot(s) 398 and 399 of the  
District, 1st and 1st Section (if applicable) of 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 sewer line through my property according to the location and size of said sewer line as shown on the map and profile now on file in 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 sewer line within the aforesaid boundaries of the above-described easement.

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

Grantor hereby warrants that it has the right to sell and convey said sewer 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 sewer 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 sewer line for the use of the property as herein agreed.

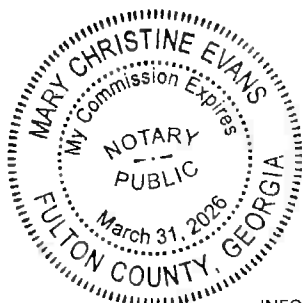
**IN WITNESS HEREOF** said party of the first part has hereunto affixed its hand and seal on the day and year first above written.

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

Tyler H. Hines  
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"

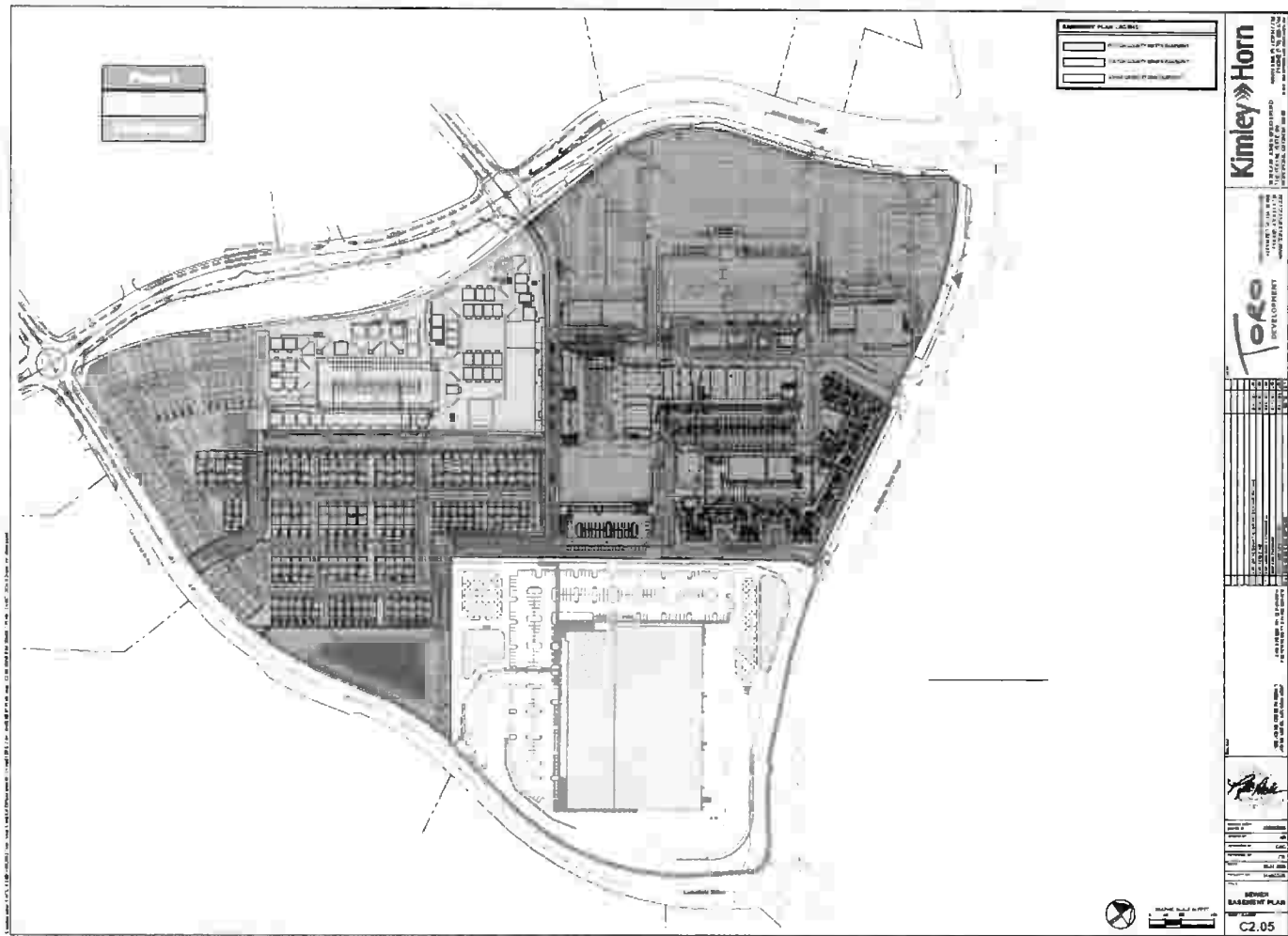
**The Sewer Easement granted herein pertains only to that portion of the Sewer Easement Plan which is located on the Property described below:**

### 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

THE PORTION LABELED AS "PHASE II" AND SHADED ACCORDINGLY IN THE BELOW DEPICTION REFLECTS THE APPROXIMATE LOCATION OF THE ABOVE-DESCRIBED PROPERTY OVERLAID ON SUCH PLAN.





CLIENT: **TORO DEVELOPMENT  
COMPANY**

JOB NUMBER	014602003
SCALE	1" = 100'
DATE	02/11/2025
SHEET	EXHIBIT A

K:\ATL\_Civil\014602003\_Toro Johns Creek\CAD\Exhibits\2025-02-07 Easement Exhibits\Toro MF Subdivision Sewer Easements.dwg Legal Description Feb 10, 2025 4:05pm by: alex.gallegos

SANITARY SEWER EASEMENT 3A:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE PROPERTY LOCATED AT 11350 JOHNS CREEK PARKWAY WITH THE PARCEL NUMBERS 11 106003980408& 11 106003990399 THENCE SOUTH 86°28'45" 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 87°44'56" EAST FOR A CHORD DISTANCE OF 34.15 FEET TO A POINT; THENCE NORTH 00°47'35" WEST 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 07°54'24" 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 19°12'53" WEST FOR A CHORD DISTANCE OF 41.55 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 218.81 FEET TO A POINT; THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 14.50 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. THENCE NORTH 34°57'49" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 55°02'11" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT; THENCE SOUTH 34°57'49" WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 55°02'11" WEST FOR A DISTANCE OF 15.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.007 ACRES (300 SF) MORE OR LESS.



05/21/2025 | 10:13 AM EDT

Fulton County Government

Project #WRN24-070

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N34°57'48.98"E
L2	15.00	S55°02'11.02"E
L3	20.00	S34°57'48.98"W
L4	15.00	N55°02'11.02"W



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

PROJECT:

MEDLEY-JOHN  
CREEK TOWN  
CENTER

TITLE:

MULTI-FAMILY  
SANITARY SEWER  
LEGAL DESCRIPTIONS  
AND L&C TABLE

CLIENT:

TORO  
DEVELOPMENT  
COMPANY

JOB NO.: 014602003

SCALE: N.T.S

DATE 02/10/2025

SHEET:

EXHIBIT B

CONSENT JOINDER TO  
SEWER LINE 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 Sewer Line Easement for purposes of evidencing its agreement thereto.

Notwithstanding the foregoing or anything to the contrary contained herein or in the Sewer Line Easement, nothing in this Consent or the Sewer Line 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 Sewer Line 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.

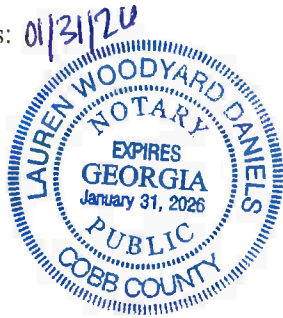
[Signature on the following page.]

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

Signed, sealed and delivered in  
the presence of:

Amy May  
Unofficial Witness

[Signature]  
Notary Public  
My commission expires: 01/31/26  
[NOTARIAL SEAL]



DEVELOPMENT AUTHORITY OF  
FULTON COUNTY

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





CONSENT JOINDER TO  
SEWER LINE 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 Sewer Line 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:

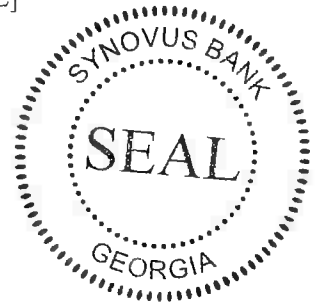
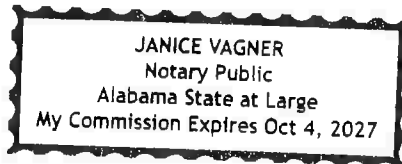
SYNOVUS BANK

*Natalie Sisk*  
Unofficial Witness

By: *[Signature]*  
Name: *Debra Matthews*  
Title: *SVP*

[CORPORATE SEAL]

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



CONSENT TO  
SEWER LINE EASEMENT

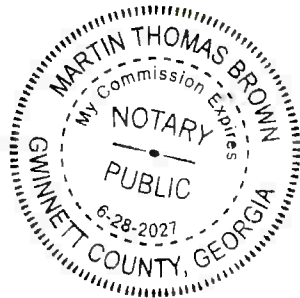
Banco Inbursa, S.A., Institución De Banca Múltiple, Grupo Financiero Inbursa ("Banco Inbursa") is the Grantee of that Amended and Restated Fee and Leasehold Deed to Secure Debt, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing granted 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 Sewer Line 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

Mart. 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]