

Type: STATE LAND RECORDS
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Fee Amt: \$25.00 Page 1 of 4
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

Participant ID(s): 7790930708,
7067927936

BK 10916 PG 638 - 641

After recording, return to:

O'Kelley and Sorohan, Attorneys at Law, LLC
540 Lake Center Parkway
Ste. 204
Cumming, GA 30040
07-229723

FLOWAGE EASEMENT AGREEMENT

THIS FLOWAGE EASEMENT AGREEMENT (this "Agreement"), made as of the 20th day of January, 2023 by and among Ryan Drucke and Rachel Drucke ("FIRST PARTY") and Marci Reynolds and Daniel Campanale, ("SECOND PARTY").

WITNESSETH:

WHEREAS, FIRST PARTY is the owner of certain real property lying and being in Forsyth County, Georgia, known as 2550 Elzey Drive, Cumming, Georgia, 30028 and more particularly described as:

SEE ATTACHED EXHIBIT "A"

WHEREAS, SECOND PARTY is the owner of certain real property lying and being in Forsyth County, Georgia, known as 2640 Elzey Drive, Cumming, Georgia, 30028 and more particularly described as:

SEE ATTACHED EXHIBIT "A"

WHEREAS, First Party desires to obtain a Flowage Easement from the Eastern property lines of First Party across the property line of Second Party, 260 feet West in to the Starr Creek floodplain, as more particularly shown on the on the ArcGIS Web Map, attached hereto as Exhibit "B."

WHEREAS, First Party and Second Party have agreed that (i) First Party shall be granted the easement and right to discharge water from property of First Party through the Easement Area (as defined above and on attached Exhibit B) and across the property of Second Party;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to create an easement as follows:

The rights, benefits, privileges, herein are for the purpose of the use, replacement, reconstruction, maintenance and repair, and the non-exclusive use and enjoyment of, a flowage easement to transport waste water from the property of First Party across the property of Second Party and in to the Starr Creek floodplain, together with the right to perform such excavation, grading and general earth disturbing activities necessary or incidental thereto, and together with all rights, members and appurtenances to said easement. The easement granted herein shall include all rights, benefits, privileges, and easements necessary or convenient or the full enjoyment and use of the Easement Area for the purposes described herein, such as an increased flow of water from First Party's property in to and across Second Party's property, and shall include the necessary easements and rights for ingress and egress over the easement area and the right to cut way and keep clear, remove and dispose of all tress and to remove and dispose of all obstructions now on the Easement Area by the Grantor or any person, which removal is necessary for the Grantee's use of the Easement Area; provided, however, that the Grantee shall restore the surface area and all permitted landscaping, to the same condition as existed before such disturbance of the surface area..

Except for the rights, privileges, benefits and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the easement area not inconsistent herewith; provided that such uses shall not interfere with the proper operating maintenance and repair to the Flowage Easement.

The Easement granted here shall be considered an appurtenance to each of said properties and shall constitute a covenant running with and binding to the land, benefiting the Party One Owner's property, and burdening Party Two Owner's property of which the Easement Area is a part. This agreement shall be binding on the successors and assigns of both parties and shall inure to the benefit of the successors and assigns of both parties in perpetuity forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written below.

This the 20 of January 2023.

[Signature]
Witness

Signed, sealed and delivered
in the presence of:

Jamie Renee Payne
Notary Public
My Commission Expires: May 6, 2024

[Signature]
Witness

Signed, sealed and delivered
in the presence of:

Jamie Renee Payne
Notary Public
My Commission Expires:

FIRST PARTY

[Signature]
Ryan Drucke
Rachel A. Drucke
Rachel Drucke

SECOND PARTY

[Signature]
Marci Reynolds
Daniel T. Campanale
Daniel Campanale

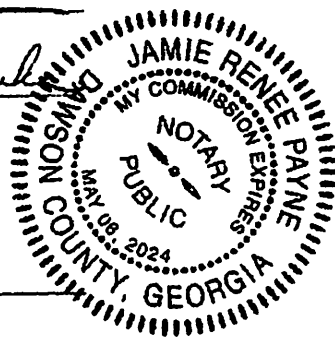


EXHIBIT "A"

FIRST PARTY PROPERTY

All that tract or parcel of land lying and being in Land Lots 774 and 775 of the 3rd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows: Beginning at a Blade located on the North line of Land Lot 774, said Blade being located a distance of 1150.81 feet from the Northeast corner of Land Lot 774 as measured in a Westerly direction along the North line of Land Lot 774; thence proceed South 00 degrees 43 minutes 23 seconds East a distance of 347.58 feet to a iron Pin Found (RB@ Blade); thence proceed South 00 degrees 51 minutes 15 seconds West a distance of 136.92 feet to a point located on the Northwesterly right of way line of Elzey Drive (50 foot right of way) thence proceed along the Northwesterly right of way line of Elzey Drive the following courses and distances: South 71 degrees 33 minutes 54 seconds West a distance of 68.56 feet to a point; along the arc of a 188.15 foot curve but he left, an arc distance of 78.46 feet to a point (said arc being subtended by a chord bearing South 59 degrees 37 minutes 09 seconds West, a chord distance of 77.89 feet) and, South 47 degrees 40 minutes 23 seconds West a distance of 53.21 feet to a point; thence proceed North 43 degrees 08 minutes 37 seconds West a distance of 541.0 feet to a point; thence proceed North 16 degrees 54 minutes 20 seconds West a distance of 210.40 feet to a point on the North line of Land Lot 775; thence proceed along the North line of Land Lot 775 South 88 degrees 48 minutes 49 seconds East a distance of 315.15 feet to a Blade; thence proceed along the North line of Land Lot 775 and the North line of Land Lot 774 South 88 degrees 21 minutes 39 seconds East a distance of 285.40 feet to a Blade and the Point of Beginning. Said tract contains 5.55 acres and is depicted on a survey prepared or David Bagley dated August 26, 2002, last revised October 4, 2004, by J. A. Page and Associates, Georgia Registered Land Surveyor No. 1894, which survey is incorporated herein by reference for a more complete description of the property. Less and Except any portion of property conveyed to Forsyth County by Right of Way Deed at Deed Book 1780, Page 701, Forsyth County, Georgia records.

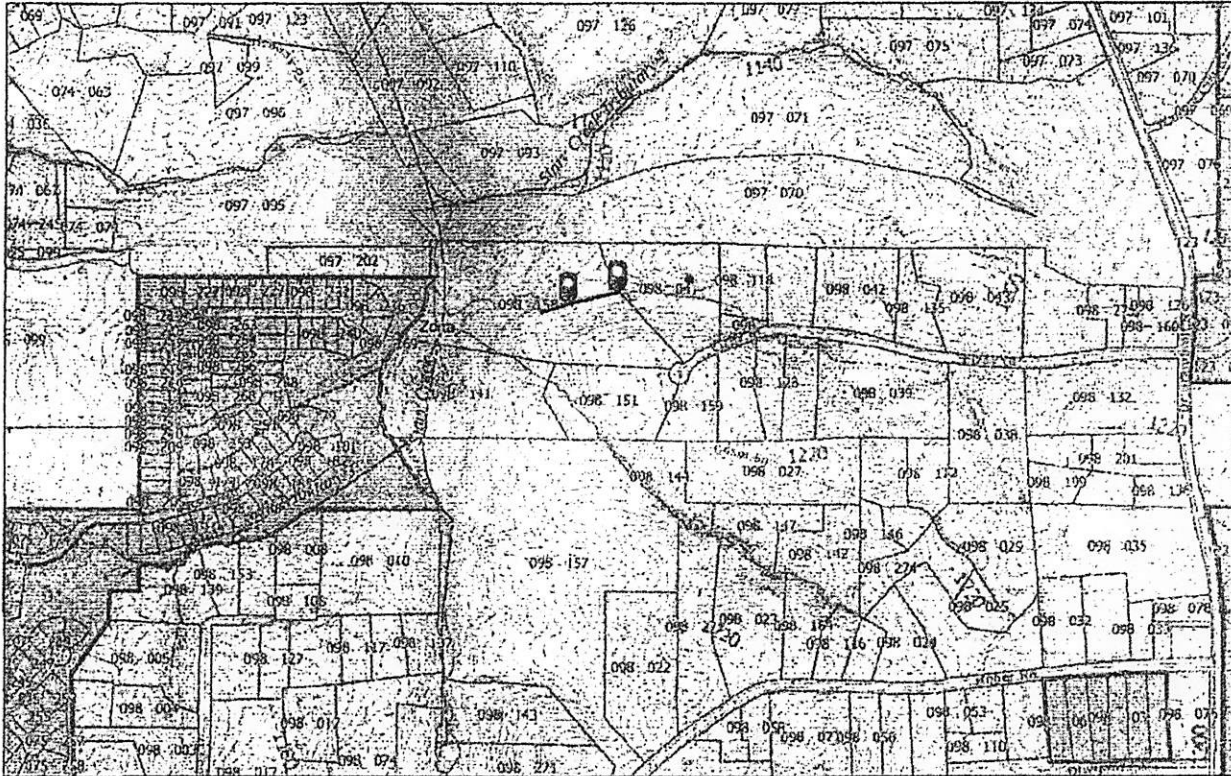
SECOND PARTY PROPERTY

All that tract or parcel of land lying and being in Land Lots 774 and 775 of the 3rd District, 1st Section, of Forsyth County Georgia, More particularly described as Lots 1 and 2 of Elzey Drive on that plat of survey performed by Richard May & Associates registered land surveyor #2210 Recorded at Plat Book 126, Pages 32 and 33 Forsyth County GA Records.

EXHIBIT "B"

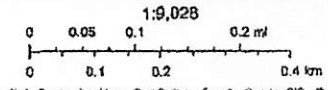
ArcGIS Web Map

flow easement for 260 feet west from parcel property line to Starr Creek floodplain. Creek has 25 ft state buffer and 50 foot undisturbed buffer on each side of centerline of creek.



1/3/2023, 6:09:53 PM

- Contours20ft_Intersect Rivers and Streams
- Contours4ft_Intersect Drainageway
- Stream
- ▭ Forsyth County Boundary
- ▭ Tax Parcels
- ▭ Subdivisions
- ⋯ Plat of Survey
- ▭ Subdivision



PFMA, East Community Maps Contributor, Forsyth County GIS, ©
 OpenStreetMap, Microsoft, Esri, HERE, Garmin, Baidu, Swire, etc.
 Web Applet for ArcGIS

Forsyth County GIS, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS | GIS Department, Forsyth County Georgia