

BK55574 PG0697

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2017 DEC -7 PM 2: 00

RICHARD ALEXANDER, CLERK

Please return this document to:
Amy H. Bray, Esq.
Coulter & Sierra, LLC
2800 Century Parkway, Suite 275
Atlanta, Georgia 30345
(1716.02)

STORM WATER DRAINAGE EASEMENT

THIS STORM WATER DRAINAGE EASEMENT (the "Easement") is made this 30 day of November, 2017, by **Hebron Educational Ministries, Inc.**, a Georgia nonprofit corporation ("Hebron Christian Academy") and **Hebron Baptist Church, Inc.**, a Georgia corporation ("Hebron Baptist Church").

RECITALS

The following Recitals set out the background for and are a part of this Easement:

A. Hebron Christian Academy is the current owner of real property located in Gwinnett County, Georgia, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Academy Parcel") and additional real property located in Gwinnett County, Georgia more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Detention Pond Parcel").

B. Hebron Baptist Church is the current owner of that certain real property located in Gwinnett County, Georgia, more particularly described in Exhibit "C" attached hereto and made a part hereof (the "Church Parcel").

C. The Church Parcel and Academy Parcel may be collectively referred to below as the "Property" or the "Parcels" and may each individually be referred to as a "Parcel." Hebron Christian Academy and Hebron Baptist Church may be collectively referred to below as the "Owners" and may each individually be referred to as an "Owner." The Church Parcel and Academy Parcel may be collectively referred to below as the "Property" or the "Parcels" and may each individually be referred to as a "Parcel".

D. Hebron Baptist Church has agreed to provide easements for storm water drainage

and temporary construction over the Church Parcel in favor of Hebron Christian Academy and Hebron Christian Academy has agreed to grant storm water drainage rights to the Church Parcel.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: STORM WATER EASEMENTS

Section 1.1 Storm Water Easement- storm water pipes.

Hebron Baptist Church hereby establishes, gives, grants, dedicates, and conveys to and for the benefit of each and every Person now or hereafter an owner of any portion of the Church Parcel a perpetual, non-exclusive easement for the discharge, drainage, use, detention and retention of storm water runoff through the drainage facilities to be constructed by Hebron Christian Academy, across portions of the Church Parcel and into the detention pond located on the Detention Pond Parcel as shown on Exhibit "D" attached hereto and made a part hereof (the "Detention Pond").

Hebron Christian Academy, at its sole cost and expense, may at any time, and from time to time, relocate, or alter the completed Detention Pond, provided that the relocated or altered Detention Pond ties into any existing pipes, lines, or appurtenant facilities constructed by each Person now or hereafter an owner of any portion of the Church Parcel and continues to adequately control, direct, and provide for storm water and surface water run-off emanating from the Church Parcel and the Academy Parcel; such action does not interrupt the use of the Detention Pond; and such action does not materially increase the cost to maintain or repair the Detention Pond.

Hebron Baptist Church shall be liable for the cost of de-silting or cleaning of the Detention Pond which is reasonably necessary due to Hebron Baptist Church's development activities on the Hebron Baptist Church Parcel.

Section 1.2 Storm Water Easement – storm water drainage.

Hebron Christian Academy hereby establishes, gives, grants, dedicates, and conveys to and for the benefit of each and every Person now or hereafter an owner of any portion of the Church Parcel a perpetual, non-exclusive easement for the discharge, drainage, use, detention and retention of storm water runoff through the drainage facilities to be constructed by Hebron Christian Academy, across portions of the Detention Pond Parcel and into the detention pond located on the Detention Pond Parcel as shown on Exhibit "D" attached hereto and made a part hereof (the "Detention Pond").

Section 1.3 Temporary Construction Easement. Hebron Baptist Church hereby establishes, gives, grants, dedicates, and conveys to Hebron Christian Academy, for the benefit of the Detention Pond Parcel, a temporary non-exclusive construction easement over the area of

the Church Parcel within the area shown on Exhibit "E" attached hereto and made a part hereof. This temporary construction easement shall terminate upon the first to occur of: (a) the issuance of County approval of the proposed detention pond, or (b) eighteen (18) months after the recording of this Agreement.

Hebron Christian Academy shall indemnify and hold Hebron Baptist Church harmless for any damage or claim arising from Hebron Christian Academy's exercise of this temporary construction easement. Any damage to the Church Parcel arising from Hebron Christian Academy's exercise of the temporary construction easement shall be repaired to the condition existing before the damage, to the extent such repair is commercially reasonable.

ARTICLE 2: MAINTENANCE OF FACILITIES

Section 2.1 Maintenance of Facilities. Hebron Christian Academy shall be responsible to maintain and repair the Detention Pond and related facilities. Hebron Christian Academy and Hebron Baptist Church shall share in the costs of maintenance in pro rata shares, based upon the acreage served by the Detention Pond.

ARTICLE 3: TERM

3.1 Term. The Easements contained in this Agreement shall be effective commencing on the date of recordation of this Easement in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, and shall remain in full force and effect thereafter in perpetuity, except as may be limited by applicable laws, unless this Easement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Property.

ARTICLE 4: MISCELLANEOUS

4.1 No Agency. Nothing in this Easement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

4.2 Covenants to Run with Land. It is intended that each of the Easements set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. The Easement rights set forth herein shall be subject to all existing matters of record.

4.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Owners that this Easement shall be strictly limited to and for the purposes herein expressed.

IN WITNESS WHEREOF, the parties have signed and sealed this easement the day and year above written.

HEBRON CHRISTIAN ACADEMY:

HEBRON CHRISTIAN ACADEMY, INC.,
a Georgia nonprofit corporation

11/30/17
Date

By: Jessy B. Pritchard
Its: CO

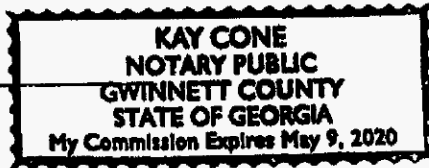
Attest: Cindy R. Meyer
Its: CEO

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Kay Cone
Notary Public



HEBRON BAPTIST CHURCH:

HEBRON BAPTIST CHURCH, INC.,
a Georgia nonprofit corporation

11-30-17
Date

By: [Signature]
Trustee

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

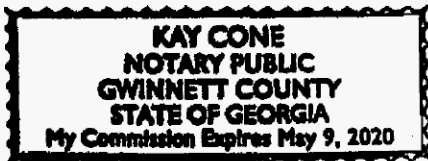
Kay Cone
Notary Public

By: [Signature]
Trustee

By: Phil Hall
Trustee

Attest: [Signature]

Its: [Signature]
[CORPORATE SEAL]



LIST OF EXHIBITS

- Exhibit "A" - Academy Parcel
- Exhibit "B" - Detention Pond Parcel
- Exhibit "C" - Church Parcel
- Exhibit "D" - Detention Pond
- Exhibit "E" - Temporary Construction Easement Area

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EXHIBIT "A"

Academy Parcel

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 304 of the 5th District of Gwinnett County, Georgia, being 44.33 acres shown on that certain Boundary Survey for Hebron Christian Academy prepared by Ringo Abernathy & Associates, and containing the seal of Kevin V. Ringo and recorded in the plat records of the Clerk of the Superior Court of Gwinnett County, Georgia in Plat Book 126, Page 251, the metes and bounds being contained therein and incorporated by this reference.

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EXHIBIT "B"

Detention Pond Parcel

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 304 of the 5th District of Gwinnett County, Georgia, being 10.00 acres shown as "Lot II" on that certain Exemption Plat for Hebron Christian Church Hebron Educational Ministries prepared by Land Development Surveyors, Inc. and containing the seal of Lee Jay Johnson, GRLS 2846 and recorded in the plat records of the Clerk of the Superior Court of Gwinnett County, Georgia in Plat Book 132, Page 6, the metes and bounds being contained therein and incorporated by this reference.

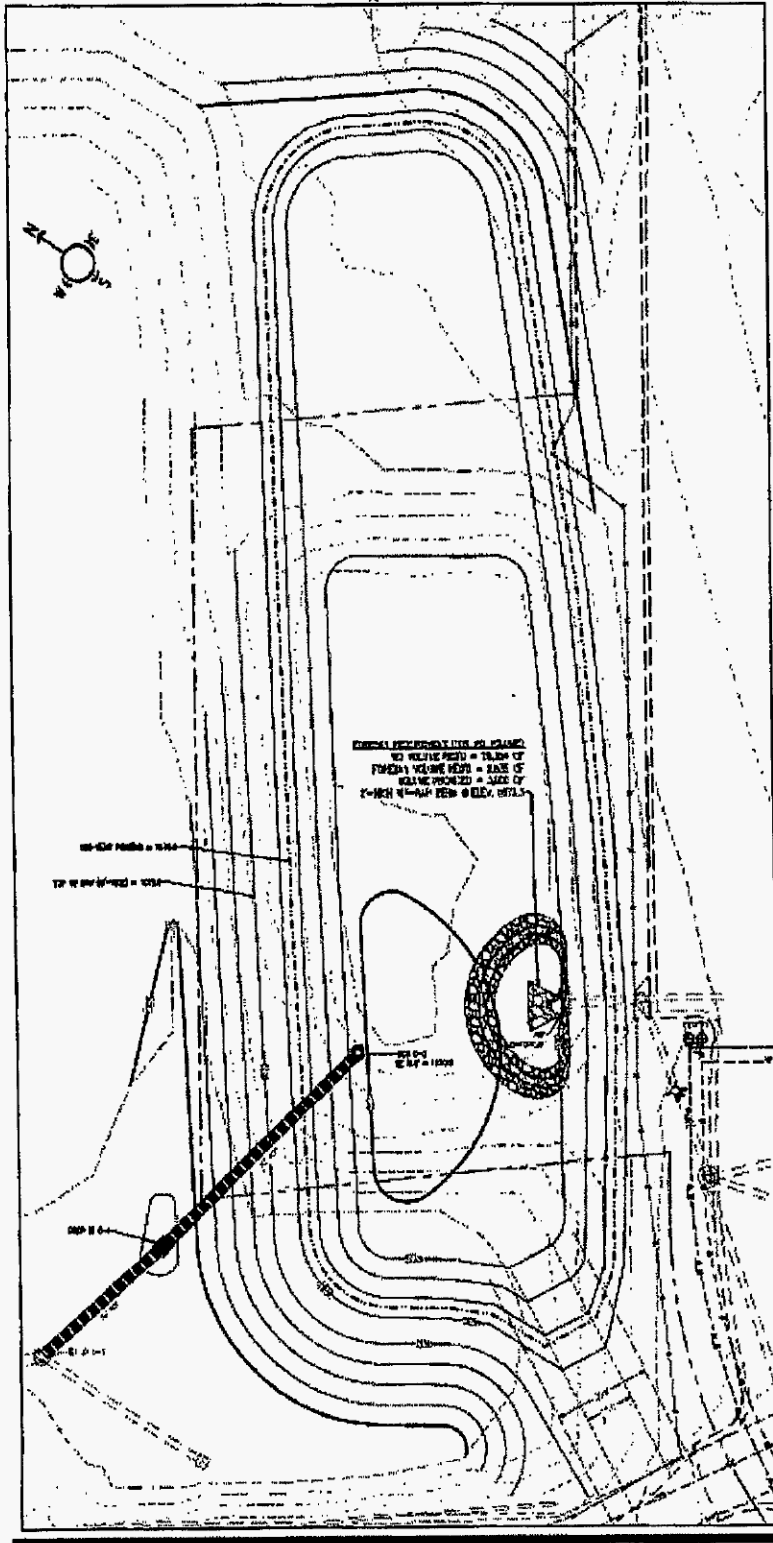
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EXHIBIT "C"
Church Parcel

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 303 and 304 of the 5th District of Gwinnett County, Georgia, being 91.566 acres shown as "Lot I" on that certain Exemption Plat for Hebron Christian Church Hebron Educational Ministries prepared by Land Development Surveyors, Inc. and containing the seal of Lee Jay Johnson, GRLS 2846 and recorded in the plat records of the Clerk of the Superior Court of Gwinnett County, Georgia in Plat Book 132, Page 6, the metes and bounds being contained therein and incorporated by this reference.

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EXHIBIT "D"
Detention Pond



B
BLUE
LANDWORKS
CONSULTANTS & ENGINEERS
1000 W. 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.BLUELANDWORKS.COM

DESIGNED BY
HEERON CHRISTIAN ACADEMY
INDUSTRIES, INC.
1000 W. 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.BLUELANDWORKS.COM



DATE	BY	REVISION
10/10/10	JL	ISSUE FOR PERMIT
10/10/10	JL	ISSUE FOR CONSTRUCTION
10/10/10	JL	ISSUE FOR RECORD

NOT FOR CONSTRUCTION

HEERON CHRISTIAN ACADEMY
CONTRACT-00000
1000 W. 10TH AVENUE
SUITE 1000
DENVER, CO 80202
TEL: 303.733.1100
WWW.BLUELANDWORKS.COM

STORMWATER FACILITY
PLAN AND DETAILS
PROJECT NO. 10000
10/10/10

EXHIBIT "E"
Temporary Construction Easement Area

