

Deed Book 59429 Page 465
Filed and Recorded 11/19/2018 11:11:00 AM
2018-0296960
Cathelene Robinson
Clerk of Superior Court
Fulton County, GA
Participant IDs: 7006579064
7067927936

After recording return to:
Ganek PC
197 14th Street NW, Suite 300
Atlanta, Georgia 30318
Attn: Michael R. Baer

Cross Reference:
Deed Book 58313, Pages 339 and Deed from
Jon Friedline to Munitus Capital, LLC
recorded herewith.

ENCROACHMENT EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

THIS AGREEMENT, made this 14TH day of November 2018, by and between JON FRIEDLINE (hereinafter, the "GRANTOR", and MUNITUS CAPITAL, LCC (hereinafter, the "GRANTEE".

WITNESSETH:

WHEREAS, GRANTEE is the owner of a tract or parcel of land lying and being in Land Lot 44 of the 14th District of Fulton County, Georgia, being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, GRANTOR is the owner of property adjoining GRANTEE'S above-described property, being more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof; and

WHEREAS, certain improvements on GRANTEE'S property have encroached upon GRANTOR'S property, to wit: dwelling encroachment approximately 1.4 feet over and porch encroachment approximately 0.5 feet over the northern boundary line of GRANTEE'S property onto and over the southern boundary line of GRANTOR'S property as depicted on the plat of survey attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, GRANTOR is willing to allow said encroachments to remain on their property on the conditions set forth below, and GRANTEE is willing to abide by those conditions.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to them, it is mutually agreed by and between the parties hereto as follows:

1. GRANTEE agrees to place no additional improvements or further encroach in any way on GRANTORS' property.
2. GRANTOR agrees to allow the current improvements as shown on Exhibit "C" to remain on their property provided:
 - a. No additional improvements except those previously placed on GRANTOR'S property, as depicted on Exhibit "C", may be placed on GRANTOR'S property by

GRANTEE without GRANTOR'S express written permission.

b. GRANTEE agrees to indemnify and hold GRANTOR, his successors and assigns, harmless from and against any and all claims, demands and causes of action on the part of any person whomsoever for loss of or damage to property or injury to or death of persons which may in any way relate to or result from GRANTEE'S improvements which are located on GRANTOR'S property or from GRANTEE'S limited access of GRANTOR'S property as defined below.

c. GRANTEE agrees to bear any and all expenses in maintaining, repairing, or removing the improvements, and all other costs in connection therewith, and furthermore agrees to maintain said improvements in a safe and clean manner. GRANTOR hereby grants permission to GRANTEE, its agents and employees, to come onto GRANTOR'S property for the express limited purpose of GRANTEE maintaining, repairing or improving the permitted encroachments.

3. GRANTOR and GRANTEE each represents and warrants to the other that it has the full capacity, right, power and authority to execute, deliver and perform under this Agreement and that all required actions, consents and approvals therefor have been duly taken and obtained.

4. No modification of this Agreement or any waiver of any provision hereof shall be effective unless the same is in writing and approved by both GRANTOR and GRANTEE, or their assigns, successors-in-title or legal representatives. Such modification or waiver must be executed pursuant to O.C.G.A. 44-5-30 and recorded with the Clerk of Superior Court of Fulton County, Georgia.

5. This Agreement shall be governed by and construed under the laws of the State of Georgia.

6. This Agreement may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same original instrument.

7. THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS-IN-TITLE.


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

[SIGNATURES ON FOLLOWING PAGES]

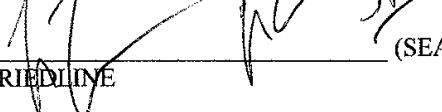
[ENCROACHMENT EASEMENT AGREEMENT]

Signed, sealed and delivered
this 12 day of November 2018,
in the presence of:

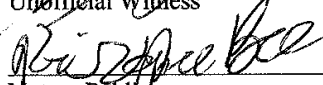
GRANTOR:



Unofficial Witness

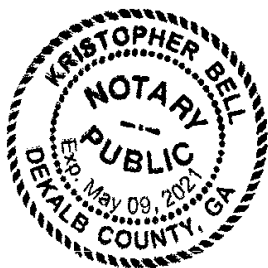


JON FRIEDLINE (SEAL)



Notary Public

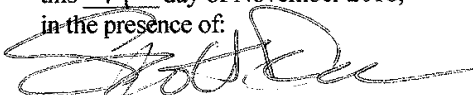
My Commission Expires: 08/09/2024
(NOTARY SEAL)




[ENCROACHMENT EASEMENT AGREEMENT]

Signed, sealed and delivered
this 14th day of November 2018,
in the presence of:

GRANTEE:



Unofficial Witness



(SEAL)

MUNITUS CAPITAL, LLC
BY: CHRIS GLOVER
ITS: SOLE MEMBER



Notary/Public

My Commission Expires: 1-20-2019

(NOTARY SEAL)



EXHIBIT "A"

ALL THAT TRACT OF PARCEL OF LAND LYING AND BEING IN LAND LOT 44 OF THE 14TH DISTRICT, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN SET ON THE WESTERN RIGHT OF WAY OF OAKLAND AVENUE (HAVING A 50.00' RIGHT OF WAY) A DISTANCE OF 190.00 FEET NORTHERLY FROM THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF OAKLAND AVENUE AND THE NORTHERN RIGHT OF WAY OF MILLEDGE AVENUE (HAVING A 50.00' RIGHT OF WAY); THENCE CONTINUING ALONG SAID RIGHT OF WAY AND RUNNING NORTH 02 DEGREES 08 MINUTES 49 SECONDS WEST A DISTANCE OF 9.95 FEET TO A POINT AND **THE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING NORTH 87 DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 105.00 FEET TO A POINT; THENCE RUNNING NORTH 02 DEGREES 08 MINUTES 49 SECONDS EAST A DISTANCE OF 9.96 FEET TO A POINT; THENCE RUNNING NORTH 87 DEGREES 24 MINUTES 01 SECONDS WEST A DISTANCE OF 92.94 FEET TO A POINT LOCATED ALONG AN ALLEYWAY; THENCE RUNNING ALONG SAID ALLEYWAY NORTH 02 DEGREES 16 MINUTES 44 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE LEAVING SAID ALLEYWAY AND RUNNING SOUTH 87 DEGREES 24 MINUTES 00 SECONDS EAST A DISTANCE OF 197.83 FEET TO A POINT LOCATED ON THE WESTERN RIGHT OF WAY OF OAKLAND AVENUE; THENCE RUNNING ALONG SAID RIGHT OF WAY SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY AND RUNNING SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST A DISTANCE OF 9.96 FEET TO A POINT AND **THE POINT OF BEGINNING**.

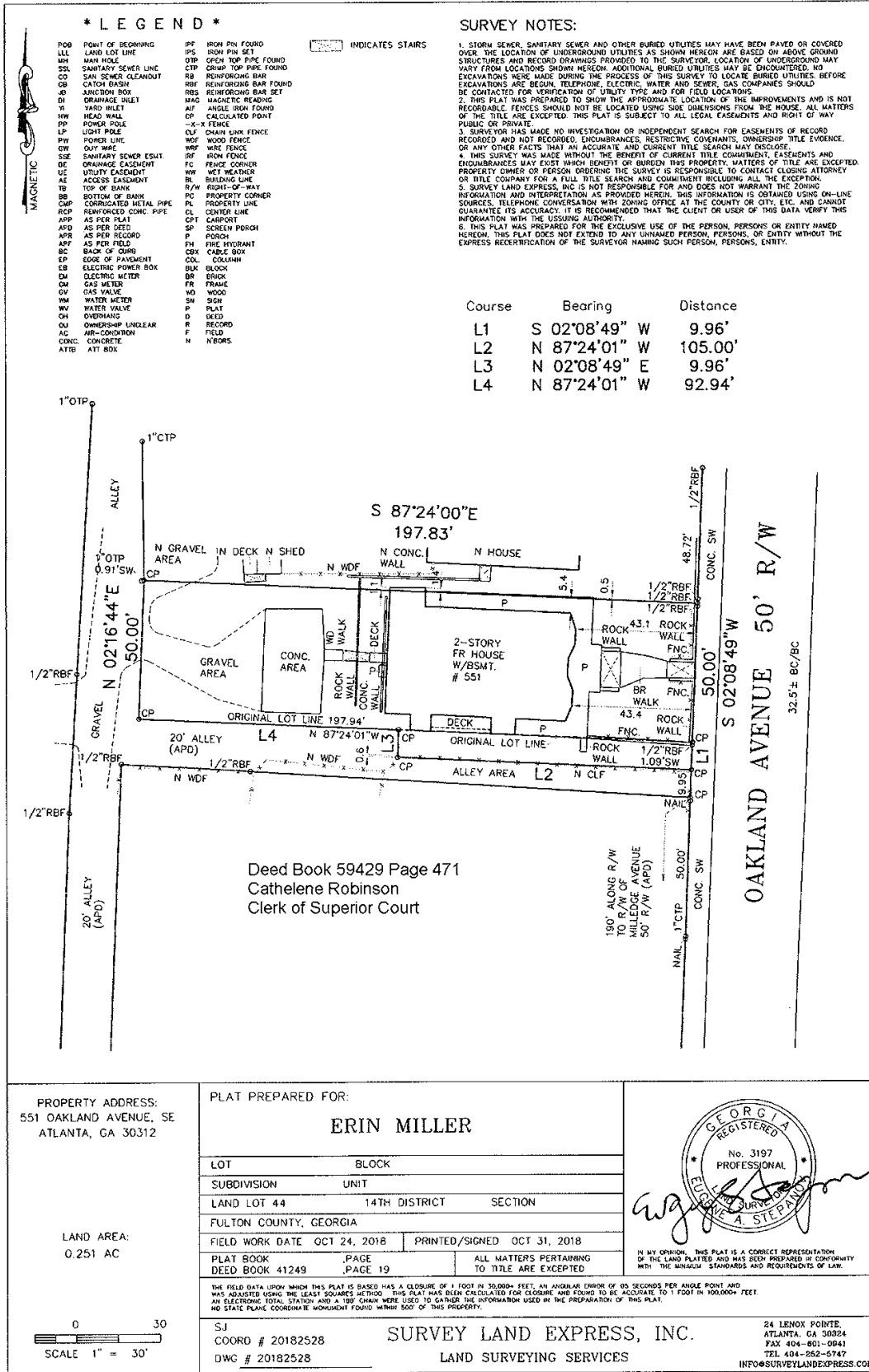
BEING THE SAME PROPERTY AS MORE PARTICULARLY DESCRIBED IN THE THAT CERTAIN DEED RECORDED, RESPECTIVELY, AT DEED BOOK 52575, PAGE 583 AND DEED BOOK 52575, PAGE 585, AFORESAID RECORDS; AND BEING KNOWN AS 551 OAKLAND AVENUE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA.

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 44 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, BEING KNOWN AS "TRACT B" ON A SURVEY FOR WALT ANTHONY DATED JULY 7, 2014 BY SOLAR SURVEYING COMPANY, JOHN W. STANZILIS, JR. GRLS #2109 RECORDED AT PLAT BOOK 375 , PAGE 84, FULTON COUNTY GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

BEING IMPROVED PROPERTY KNOWN AS 545 OAKLAND AVENUE SE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN THE CITY OF ATLANTA, FULTON COUNTY, GEORGIA.

EXHIBIT "C"



PROPERTY ADDRESS:
551 OAKLAND AVENUE, SE
ATLANTA, GA 30312

LAND AREA:
0.251 AC

PLAT PREPARED FOR:
ERIN MILLER

LOT BLOCK

SUBDIVISION UNIT

LAND LOT 44 14TH DISTRICT SECTION

FULTON COUNTY, GEORGIA

FIELD WORK DATE OCT 24, 2018 PRINTED/SIGNED OCT 31, 2018

PLAT BOOK PAGE ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED

DEED BOOK 41249 PAGE 19

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

SCALE 1" = 30'

0 30

SI COORD # 20182528
 DWG # 20182528

SURVEY LAND EXPRESS, INC.
LAND SURVEYING SERVICES

24 LENOX POINTE,
ATLANTA, GA 30324
FAX 404-801-0041
TEL 404-252-5747
INFO@SURVEYLANDEXPRESS.COM
PAPER FORMAT 11"x17"